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

Tuesday, June 24, 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

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION
— Pastor Don Harbert, The Way Fellowship Church and BPPD Chaplain

1.D. PLEDGE OF ALLEGIANCE
— Nader Alqam, Principal Engineer

1.E. CITY MANAGER REPORT
— Aaron France, City Manager

2. PRESENTATIONS

2.A. ORANGE COUNTY TEACHER OF THE YEAR RECOGNITION
— Presented to Jeannette Aguilera, 3rd Grade Teacher, Centralia Elementary School

2.B. BUENA PARK 2025 SUSTAINABILITY CHAMPION AWARDS
— Presented by Lotus Thai, Sustainability Manager

2.C. GROUNDSWELL PRESENTATION
— Presented by Eyeluta "Lulu" Hailele, Board Member, Groundswell

3. ORAL COMMUNICATIONS

3.A. 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.

4.A. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: 1) Adopt Resolutions approving the Claims and Demands.

4.B. TREASURER'S REPORT FOR THE MONTH OF MAY 2025

— Recommended Action: Receive and file the reports.

4.C. FINAL PAYMENT TO RMS CONSTRUCTION FOR THE WILLIAM PEAK PARK ACCESSIBILITY IMPROVEMENTS PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to RMS Construction in the amount of $54,992.50; and, 2) Direct the Public Works Department to file a Notice of Completion.

4.D. FINAL PAYMENT TO BRIDGEROCK CONSTRUCTION, INC. FOR THE NAVIGATION CENTER - WOMEN’S RESTROOM REHABILITATION PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to Bridgerock Construction, Inc. in the amount of $113,540; and, 2) Direct the Public Works Department to file a Notice of Completion.

4.E. FINAL PAYMENT TO GENERAL PUMP COMPANY, INC. FOR THE HOLDER WELL REHABILITATION PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to General Pump Company, Inc. in the amount of $1,680; and, 2) Direct the Public Works Department to file a Notice of Completion.

4.F. PROFESSIONAL SERVICES AGREEMENT WITH HUE LUU, P.E., TO PROVIDE BUILDING PLAN REVIEW AND ENGINEERING SERVICES FOR FISCAL YEAR 2025-26

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) with Hue Luu. P.E., to continue to provide professional building plan review and engineering services in the amount of $175,000 for the Fiscal Year 2025-26; 2) Authorize the City Manager and City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4.G. PROFESSIONAL SERVICES AGREEMENT WITH THE CODE GROUP DBA VCA CODE TO PROVIDE BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2025-26

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) with The Code Group dba VCA Code to continue to provide building inspection services in the amount of $150,000 for Fiscal Year 2025-26; 2) Authorize the City Manager and the City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and the City Clerk to execute the agreement.

4.H. AGREEMENT WITH ST. NICK'S FOR PALM TREE LIGHTING SERVICES FOR BEACH BOULEVARD AND ORANGETHORPE AVENUE

— Recommended Action: 1) Approve an agreement with St. Nick's for tree lighting services in the approximate amount of $36,000 for tree lighting services on Beach Boulevard and Orangethorpe Avenue; 2) Authorize contingency funds in the amount of $4,000 in the same purchase order; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 4) Authorize the City Manager and City Clerk to execute the agreement; and, 5) Approve a budget allocation in the amount of $40,000 from the undesignated Economic Development Fund balance for this purpose.

4.I. AMENDMENT NO. 3 TO THE AGREEMENT WITH SOUTHERN COUNTIES OIL COMPANY (SC FUELS) FOR UNLEADED AND DIESEL FUEL FOR CITY VEHICLES

— Recommended Action: 1) Approve Amendment No. 3 to the agreement with SC Fuels to extend the agreement term through June 30, 2026; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the Amendment; 3) Authorize the City Manager and City Clerk to execute the Amendment; and, 4) Dispense with competitive bidding pursuant to Municipal Code Section 3.28.080 (H) as it is in the best interest of the City to extend the existing contract for lower overall fuel costs and spare the expense of a competitive bidding process.

4.J. AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT NO. 19-01 WITH YUNEX, LLC

— Recommended Action: 1) Approve Amendment No. 7 to the Professional Services Agreement (PSA) Number 19-01 with Yunex, LLC, for traffic signal maintenance services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the Amendment; 3) Authorize the City Manager and City Clerk to execute the Amendment; and, 4) Determine that dispensing with competitive bidding pursuant to Municipal Code Section 3.28.080 (H) is in the best interest of the City due to the proposed contract rates being lower than comparable rates in similar current bids.

4.K. AMENDMENT NO. 1 TO AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS (TPA) FOR GRANT WRITING SERVICES

— Recommended Action: 1) Approve Amendment No. 1 to the Agreement with Townsend Public Affairs (TPA) for grant writing services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4.L. RESOLUTION AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

— Recommended Action: 1) Adopt a resolution authorizing the purchase of difference in conditions coverage (i.e. earthquake insurance) for essential City facilities; 2) Authorize the City Manager to execute any necessary documents to bind coverage; and, 3) Allocate funds in the amount of $340,475 for this purpose.

4.M. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ORANGE COUNTY CLERK-RECORDER OFFICE FOR THE USE OF THE STATEWIDE ELECTRONIC COURIER UNIVERSAL RECORDING ENVIRONMENT GOVERNMENT TO GOVERNMENT (SECURE G2G) PORTAL FOR ELECTRONIC RECORDING

— Recommended Action: 1) Approve a Memorandum of Understanding (MOU) with the Orange County Clerk-Recorder for use of the Statewide Electronic Courier Universal Recording Environment, Government to Government (SECURE G2G) Portal; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Clerk to execute the agreement.

5. NEW BUSINESS

5.A. RESOLUTION CREATING A NEW PREFERENTIAL PARKING DISTRICT ON ADAMS WAY AND JACKSON WAY

— Recommended Action: 1) Adopt a resolution to establish a new Preferential Parking District (PPD) on Adams Way and Jackson Way.

5.B. AGREEMENT WITH FLOCK SAFETY FOR THE LEASE OF POLICE DRONE AS FIRST RESPONDER (DFR) HARDWARE AND SOFTWARE

Authorize the City Manager to execute a two-year agreement to implement a law enforcement Drone as First Responder (DFR) Program. The lease of the equipment and related software is funded in the budgets for Fiscal Years 2025-26 and 2026-27.

— Recommended Action: 1) Approve a two-year agreement with Flock Safety for the lease of Drone as First Responder (DFR) hardware, software, data, and evidence storage in the amount of $450,000; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager to execute the agreement; 4) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (c) because these items and features can only be obtained from a sole-source vendor; and, 5) Approve a budget amendment in the amount of $85,000 for a 10% contingency and general liability insurance for the term of the agreement. This agreement would be subject to the drone being approved in the Police Department's AB481 Military Equipment Use Policy, which will be brought before the City Council 30 days after the proposed changes are posted on the Police Department's website.

5.C. REORGANIZATION PLAN FOR THE PUBLIC WORKS DEPARTMENT OPERATIONS DIVISION AND RESOLUTION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN ADDING THE FACILITIES MAINTENANCE SUPERVISOR AND FLEET MAINTENANCE SUPERINTENDENT CLASSIFICATIONS

— Recommended Action: 1) Approve the revised job classification specifications of Facilities Maintenance Supervisor and new Fleet Maintenance Superintendent positions; and 2) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan to add the Facilities Maintenance Supervisor and Fleet Maintenance Superintendent job classifications and salary ranges.

5.D. RESOLUTION TO AMEND THE PAY SCHEDULE FOR PART-TIME, SEASONAL, AND LIMITED-SERVICE EMPLOYEES

— Recommended Action: 1) Adopt a resolution amending the pay schedule for part-time, seasonal, and limited-service employees.

5.E. RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION (BPPMA)

Approve a successor labor contract with the Buena Park Police Management Association and associated pay tables. Associated costs in the amount of $344,600 are necessary for implementation of this MOU.

— Recommended Action: 1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Police Management Association.

5.F. RESOLUTION TO ADOPT A COMPENSATION PLAN BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT AND EXECUTIVE EMPLOYEES AND THE CITY COUNCIL

— Recommended Action: 1) Adopt a resolution approving the Compensation Plan for Management and Executive Employees, and the City Council.

5.G. AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND POLICE CHIEF FRANK E. NUNES

— Recommended Action: 1) Approve an Amended and Restated Employment Agreement between the City of Buena Park and Police Chief Frank E. Nunes; and, 2) Authorize the City Manager and City Clerk to execute the agreement.

5.H. AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS/CITY CLERK ADRIA M. JIMENEZ

— Recommended Action: 1) Approve an amended and restated employment agreement between the City of Buena Park and Director of Government and Community Relations/City Clerk Adria M. Jimenez; and, 2) Authorize the Mayor and City Clerk to execute the agreement.

5.I. ADOPT A RESOLUTION APPROVING A CITY COUNCIL TRAVEL EXPENSE AND REIMBURSEMENT POLICY AND CONSIDER INTRODUCING AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

— Recommended Action: 1) Adopt a resolution approving a City Council Travel Expense and Reimbursement Policy; and, 2) Introduce an ordinance amending Buena Park Municipal Code Section 2.04.030 to increase salaries for Council Members.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. RESOLUTION ADOPTING THE CITY OF BUENA PARK FISCAL YEARS 2025-26 AND 2026-27 ANNUAL BUDGETS

— Recommended Action: 1) Adopt a resolution adopting the City of Buena Park budget for Fiscal Years 2025-26 and 2026-27.

6.B. ORDINANCE AND RESOLUTIONS ADOPTING TEXT AMENDMENT C-25-1, GENERAL PLAN AMENDMENT GP-25-2, AND ENVIRONMENTAL IMPACT REPORT NO. EIR-25-1 TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT

— Recommended Action: 1) Adopt (by 4/5 vote) or introduce and waive full reading (by 3/5 vote) of an Ordinance amending Division 1 (Administration), Division 3 (Single-Family), Division 4 (Multi-Family), Division 7 (Mixed-Use) and the Objective Design and Development Standards (C-25-1) 2); Adopt a Resolution amending the Land Use and Community Design Element (GP-25-2); and, 3) Adopt a Resolution certifying Environmental Impact Report (EIR-25-1) as well a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program (MMRP).

6.C. APPEAL OF THE PLANNING COMMISSION DECISION TO TERMINATE A NON-CONFORMING MOTEL USE AT 7891 WHITAKER STREET

— Recommended Action: 1) Conduct a noticed public hearing; and, 2) After concluding the hearing and considering evidence presented, (a) adopt a Resolution denying the appeal and determine that the Coral Motel is a nonconforming use of the property located at 7891 Whitaker Street, direct the termination of that nonconforming use, and declare that the motel and continued operation of the use at the property is a public nuisance; or (b) make alternative findings or provide alternative direction.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING A CONSTRUCTION CAREER AND APPRENTICESHIP RESOURCE FAIR

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING THE IMPLEMENTATION OF A PILOT BUSINESS VISITATION AND OUTREACH PROGRAM

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING THE USE OF DRONES FOR ILLEGAL FIREWORKS ENFORCEMENT – PILOT PROGRAM

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11.A. 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 모시고 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: June 19, 2025

June 24, 2025
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 430807-431013 reso.pdf
Claims 430807-431013 att1of2 resolist.pdf
Claims 430807-431013 att2of2 voids.pdf
Claims PR060425 retiree reso.pdf
Claims PR060425 retiree att1of1 resolist.pdf
Claims PR061325 reso.pdf
Claims PR061325 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 $1,438,113.31 DEMAND NOS., 430807 THROUGH 431013 CANCELLED NOS 427285 AND 430488 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.430807 through 431013 the sum of $1,438,113.31 set forth on the 16-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

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

SELECTION CRITERIA: transact.trans_date between '20250522 00:00:00.000' and '20250604 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	427285 V	10/09/24	10013478	SOALIHA LAKHANI	11	RF/DEPOSIT#R7681	0.00	-500.00
1011	430488 V	05/07/25	00002866	SERGIO LEPE	650208	GANG CF 5/27-30/25	0.00	-624.00
1011	430807	06/04/25	10003794	A T & T	660241	9391026088 MAY-25	0.00	243.20
1011	430807	06/04/25	10003794	A T & T	170670	9391036465 MAY-25	0.00	460.46
1011	430807	06/04/25	10003794	A T & T	170670	9391026056 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	170670	9391026113 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	170670	9391026112 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	126143	9391026115 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	170670	9391050380 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	170670	9391026055 MAY-25	0.00	31.75
1011	430807	06/04/25	10003794	A T & T	170670	9391026107 MAY-25	0.00	31.93
1011	430807	06/04/25	10003794	A T & T	860810	9391026053 MAY-25	0.00	31.94
1011	430807	06/04/25	10003794	A T & T	170670	9391026100 MAY-25	0.00	62.33
1011	430807	06/04/25	10003794	A T & T	126143	9391026072 MAY-25	0.00	31.76
1011	430807	06/04/25	10003794	A T & T	170670	9391054290 MAY-25	0.00	31.76
1011	430807	06/04/25	10003794	A T & T	650302	9391026110 MAY-25	0.00	35.96
1011	430807	06/04/25	10003794	A T & T	126143	9391026070 MAY-25	0.00	61.97
1011	430807	06/04/25	10003794	A T & T	650302	9391050275 MAY-25	0.00	61.99
1011	430807	06/04/25	10003794	A T & T	650302	9391031455 MAY-25	0.00	207.90
1011	430807	06/04/25	10003794	A T & T	170670	9391026049 MAY-25	0.00	217.52
1011	430807	06/04/25	10003794	A T & T	660241	9391031458 MAY-25	0.00	311.10
1011	430807	06/04/25	10003794	A T & T	170670	9391026051 MAY-25	0.00	825.85
TOTAL CHECK							0.00	2,806.17
1011	430808	06/04/25	10004528	A T & T	170670	149868998 MAY-25	0.00	133.75
1011	430809	06/04/25	10004247	A T & T MOBILITY	631140	287260985373 MAY-25	0.00	246.65
1011	430810	06/04/25	10004247	A T & T MOBILITY	170670	287261541007 MAY-25	0.00	89.72
1011	430811	06/04/25	10004247	A T & T MOBILITY	126143	287345550627 MAY-25	0.00	194.33
1011	430812	06/04/25	10004247	A T & T MOBILITY	275305	828554058 MAY-25	0.00	128.86
1011	430813	06/04/25	10004247	A T & T MOBILITY	731150	996095853 MAY-25	0.00	313.22
1011	430814	06/04/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/MAY-25	0.00	650.00
1011	430814	06/04/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	95.00
TOTAL CHECK							0.00	745.00
1011	430815	06/04/25	00003929	AFLAC	73	MAY-25 CHARGES	0.00	6,266.88
1011	430816	06/04/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHYS/HEP-B	0.00	1,902.00
1011	430816	06/04/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHYS/HEP-B	0.00	375.00
TOTAL CHECK							0.00	2,277.00
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	126143	FORTINET SUPP/MAR-25	0.00	47.00
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	FORTINET SUPP/MAR-25	0.00	47.00
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	#FN-TRAN-SX-ENC - 1G M	0.00	240.00
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	#FN-TRAN-GC-ENC - 1G R	0.00	76.00

SELECTION CRITERIA: transact.trans_date between '20250522 00:00:00.000' and '20250604 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	#LC2-10G-3M-ENC - MMF	0.00	83.40
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	SHIPPING & HANDLING	0.00	15.14
1011	430817	06/04/25	10013157	AIRGAP LABS, LLC	650303	SALES TAX	0.00	30.95
TOTAL CHECK							0.00	539.49
1011	430818	06/04/25	00001993	ALIN PARTY SUPPLY INC.	275130	CAMP DECOR	0.00	148.17
1011	430819	06/04/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/APR,MAY25	0.00	11,417.49
1011	430820	06/04/25	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT SOFTBAL	154.26	1,917.21
1011	430820	06/04/25	10011896	VARGAS & RAMIREZ SPORTS	275150	#LOGOS - PRINT FEE 1 S	0.35	4.35
1011	430820	06/04/25	10011896	VARGAS & RAMIREZ SPORTS	275150	#FEE - ART CREATION FE	8.75	108.75
1011	430820	06/04/25	10011896	VARGAS & RAMIREZ SPORTS	275150	FREIGHT / SHIPPING	0.00	50.00
TOTAL CHECK							163.36	2,080.31
1011	430821	06/04/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY CSE#2/FEB25	0.00	28.54
1011	430821	06/04/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/FEB-25	0.00	222.20
1011	430821	06/04/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	RETAINER/FEB-25	0.00	22,500.00
TOTAL CHECK							0.00	22,750.74
1011	430822	06/04/25	10012843	AMERICAN BIKE PATROL SER	650208	E-BIKE TRG 5/18/25	0.00	1,498.00
1011	430823	06/04/25	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	322.69
1011	430824	06/04/25	00009015	TAJEN GRAPHICS, INC	275210	JUNETEENTH BANNER	0.00	913.50
1011	430824	06/04/25	00009015	TAJEN GRAPHICS, INC	275140	SUM PRGRM BANNER	0.00	2,740.50
1011	430824	06/04/25	00009015	TAJEN GRAPHICS, INC	275210	ADJUST INV.# 293101	0.00	-456.75
1011	430824	06/04/25	00009015	TAJEN GRAPHICS, INC	275210	ART EXHIBIT POSTER	0.00	104.40
1011	430824	06/04/25	00009015	TAJEN GRAPHICS, INC	275145	MEM DAY BANNER	0.00	228.38
TOTAL CHECK							0.00	3,530.03
1011	430825	06/04/25	10003008	ARC DOCUMENT SOLUTIONS,	731150	BLDG PLANS/FEB-25	0.00	5,609.32
1011	430825	06/04/25	10003008	ARC DOCUMENT SOLUTIONS,	731150	BLDG PLANS/MAR-25	0.00	6,330.62
TOTAL CHECK							0.00	11,939.94
1011	430826	06/04/25	10014234	MARIA JESUSA ARZAGA	275220	DIR.MERMAID 2 OF 2	0.00	900.00
1011	430827	06/04/25	10006711	LAURIE AUBUCHON	160105	REIMB/SCWMF-25 CF	0.00	150.00
1011	430828	06/04/25	00006700	B L WALLACE DISTRIBUTOR	352363	METER LID	0.00	327.43
1011	430828	06/04/25	00006700	B L WALLACE DISTRIBUTOR	352363	METER LID	0.00	145.03
TOTAL CHECK							0.00	472.46
1011	430829	06/04/25	00003499	BARR & CLARK ENVIRONMENT	732031	LBP CARNES 7769 SAN R	0.00	450.00
1011	430829	06/04/25	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/RISCHIO/5780 LOS	0.00	325.00
TOTAL CHECK							0.00	775.00
1011	430830	06/04/25	10007684	BEST LAWNMOWER, INC	352363	SERVICE SAW	0.00	903.30
1011	430831	06/04/25	10004950	BILL'S BODY WORKS	171710	BODY REPAIR	0.00	2,208.22
1011	430832	06/04/25	10014301	BISCUITS & GRAVY LIVE	275210	JUNETEENTH-25	0.00	4,200.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430833	06/04/25	10003629	BOBCAT OF LOS ANGELES, I	560211	CHISEL	0.00	440.13
1011	430834	06/04/25	00000011	MANHATTAN STITCHING COMP	860810	#PC61P LIGHT BLUE W/ L	46.50	646.50
1011	430834	06/04/25	00000011	MANHATTAN STITCHING COMP	860810	#PC61LS LONG SLEEVE, L	46.50	646.50
1011	430834	06/04/25	00000011	MANHATTAN STITCHING COMP	860810	#F280 NAVY BLUE; SIZE:	6.20	86.20
1011	430834	06/04/25	00000011	MANHATTAN STITCHING COMP	860810	UPCHARGE 4XL	0.47	6.47
TOTAL CHECK							99.67	1,385.67
1011	430835	06/04/25	00000015	BUENA PARK LOCK & KEY SH	170670	LOCKS	0.00	50.18
1011	430836	06/04/25	10001716	CALCOMP GRAPHICS SOLUTIO	560231	#203-54150: GF 203 3MI	16.19	201.14
1011	430836	06/04/25	10001716	CALCOMP GRAPHICS SOLUTIO	560231	#TR2-CY: ROLAND TR2 IN	12.42	154.41
1011	430836	06/04/25	10001716	CALCOMP GRAPHICS SOLUTIO	560231	#108-54150: GF 108 1MI	57.22	711.17
TOTAL CHECK							85.83	1,066.72
1011	430837	06/04/25	10014297	STATE OF CALIF. - DEPT.	190141	I-5 KOREATOWN SIGNS	0.00	41,164.33
1011	430838	06/04/25	10012193	JANE M. CAMERON	106132	CRIME WATCH/JUNE-25	0.00	200.00
1011	430839	06/04/25	00000407	CAMERON WELDING SUPPLY I	560210	PROPANE	0.00	251.83
1011	430840	06/04/25	00003738	CALIF-NEVADA SEC.AMER.WA	352363	SCOTT KVENBO 00333102	0.00	280.00
1011	430841	06/04/25	10013630	ALISSA CARNES	11	REF DEPOSIT#R12381	0.00	500.00
1011	430842	06/04/25	10011902	CASC ENGINEERING & CONSU	731120	LAND USE ELEM/APR-25	0.00	11,110.00
1011	430843	06/04/25	10012050	SERGIO CASTILLO	275135	YT OFFIC 5/14-27/25	0.00	50.00
1011	430844	06/04/25	10014302	MARY CATIPON	11	REF/DEPOSIT#R11432	0.00	500.00
1011	430845	06/04/25	10004469	CERRITOS DODGE CHRYSLER	171710	MOUNTS	0.00	215.02
1011	430845	06/04/25	10004469	CERRITOS DODGE CHRYSLER	171710	A/C LINE	0.00	108.87
1011	430845	06/04/25	10004469	CERRITOS DODGE CHRYSLER	171710	PANEL	0.00	344.18
TOTAL CHECK							0.00	668.07
1011	430846	06/04/25	10012931	CHARTER COMMUNICATIONS	170670	188676301 MAY-25	0.00	2.14
1011	430847	06/04/25	10012931	CHARTER COMMUNICATIONS	170670	188676701 MAY-25	0.00	0.79
1011	430848	06/04/25	10012931	CHARTER COMMUNICATIONS	170670	188676901 MAY-25	0.00	200.00
1011	430849	06/04/25	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.49
1011	430850	06/04/25	10014199	CHO DESIGN ASSOCIATES, I	160105	CONTRACT SERVICES PER	0.00	12,830.00
1011	430851	06/04/25	10013748	YONG CHOI	275120	I LOVE SUN DO/SPR-25	0.00	232.75
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	501.99
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	109.29
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	554.89

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	109.29
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	179.19
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	109.29
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	179.19
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	109.29
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	718.04
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	497.25
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	109.29
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	490.09
1011	430852	06/04/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/APR-25	0.00	179.19
TOTAL CHECK							0.00	3,846.28
1011	430853	06/04/25	00001357	CM WASH EQUIPMENT INC.	171710	PRESSURE WASHER	0.00	506.15
1011	430854	06/04/25	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS SYS/MAY-25	0.00	2,400.00
1011	430855	06/04/25	10013578	COUNTY OF ORANGE	632110	FINAL/PM 2023-114	0.00	800.00
1011	430856	06/04/25	10014308	COUNTY OF ORANGE	160105	BELLIS PK FY23-24 Q4	0.00	199.50
1011	430857	06/04/25	10014308	COUNTY OF ORANGE	160105	CABALLERO FY23-24 Q4	0.00	199.50
1011	430858	06/04/25	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG CITES/APR-25	0.00	11,155.50
1011	430859	06/04/25	00001226	CPRS	275105	RENEWAL JIM BOX	0.00	555.00
1011	430860	06/04/25	00000033	CRAFCO INC	560211	#34977ER-5-CA04 HP ER	188.33	2,618.33
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	281.00
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	47.96
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	13.29
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	605.19
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	47.96
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	157.71
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	191.60
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	42.12
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	899.07
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	18.03
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	55.38
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	903.05
1011	430861	06/04/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	903.05
TOTAL CHECK							0.00	4,165.41
1011	430862	06/04/25	10008234	CUSTOM INTERIORS BY SONN	171710	DRIVER SEAT	0.00	580.00
1011	430863	06/04/25	10014153	D.M. LOCKSMITH	631140	SVC @ 5832 DARLINGTON	0.00	255.00
1011	430864	06/04/25	10009457	DAVID VOLZ DESIGN LANDSC	290158	THELMA AVE/APR-25	0.00	7,423.28
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	DELL PRO MICRO PLUS QB	0.00	11,825.06
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	DELL PRO KEYBOARD AND	0.00	859.25
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	TAX	0.00	1,043.29

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FUND - 11 - GENERAL FUND

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1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	DELL PRO 24 PLUS MONIT	0.00	5,220.00
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	DELL PRO 27 PLUS MONIT	0.00	1,440.00
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	ENVIRONMENTAL FEE	0.00	220.00
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	TAX	0.00	582.76
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	DELL PRO 16 PLUS (PB16	0.00	2,316.02
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	ENVIRONMENTAL FEE	0.00	10.00
1011	430865	06/04/25	00000741	DELL MARKETING L P	650303	TAX	0.00	160.68
TOTAL CHECK							0.00	23,677.06
1011	430866	06/04/25	10008875	THOMAS F. DONINI	275315	DJ SVC SR DNC 6/7/25	0.00	400.00
1011	430867	06/04/25	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION MAY-25	0.00	1,662.58
1011	430867	06/04/25	00000035	DOOLEY ENTERPRISES INC	650407	AMMUNITION MAY-25	0.00	2,553.68
1011	430867	06/04/25	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION MAY-25	0.00	5,016.84
TOTAL CHECK							0.00	9,233.10
1011	430868	06/04/25	10014288	DREAM ERE	52	UB REFUND	0.00	10.08
1011	430869	06/04/25	10013343	DUDEK	731105	CLIMATE ACT PL/APR-25	0.00	26,771.25
1011	430870	06/04/25	10014305	DENNIS D. DUNCAN	731105	ELECTRIC REBATE PROG.	0.00	150.00
1011	430871	06/04/25	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/APR-25	0.00	3,758.42
1011	430872	06/04/25	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	1,179.57
1011	430873	06/04/25	00000039	ENTENMANN ROVIN COMPANY	650208	PD BADGES/APR-25	0.00	365.76
1011	430874	06/04/25	10013159	EPLUS TECHNOLOGY, INC.	126143	GROUP STRIKE SENSOR	0.00	17.65
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE JR	0.00	287.88
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	6,270.50
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	1,581.00
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	1,361.02
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	2,596.50
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS	0.00	594.00
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE JR.	0.00	1,324.50
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	5,088.85
1011	430875	06/04/25	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS	0.00	178.50
TOTAL CHECK							0.00	19,282.75
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	11	WAREHOUSE STOCK	0.00	117.70
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79004308 - LBPX8000 B	59.50	739.48
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79004320 - LBX1000 10	66.93	831.90
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010242 - BA6720T-2	297.50	3,697.46
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79110635 - PSX2510 PO	119.00	1,478.96
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79100515 - CSX3000 TO	74.37	924.35
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010200 - G3 1P 2.5A	107.09	1,331.01
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79100560 - CSX5000 CO	59.50	739.48
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010220 - G3 3P 7.5A	59.50	739.48
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79100552 - EG0803 EAR	37.19	462.18
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79004265 - STX4500 ST	22.31	277.30

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79116070 - PHX1600 PO	24.54	305.03
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79110610 - BRISTLE BR	17.85	221.84
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010212 - BA2800T-2	33.47	415.96
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010450 - PGX1600H 1	29.75	369.74
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79010452 - PGS3000D C	104.08	1,294.01
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79003503 - HTX5300-PA	33.47	415.96
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	#79003502 - HTX5300-P	26.03	323.52
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	275.25
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	305.15
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	330.54
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	370.06
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	160.67
1011	430876	06/04/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	521.68
TOTAL CHECK							1,172.08	16,648.71
1011	430877	06/04/25	10009464	FACILITRON, INC.	275205	FAC. MERMAID JUN25	0.00	3,886.35
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SPARK PLUGS	0.00	123.52
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	NOZZLE	0.00	10.24
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	6.44
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	9.67
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	DEF FLUID	0.00	27.99
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTER	0.00	40.74
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	O2 SENSOR	0.00	129.62
1011	430878	06/04/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ROTORS/PADS	0.00	310.76
TOTAL CHECK							0.00	658.98
1011	430879	06/04/25	10013544	FENTANYL SOLUTION.ORG	651617	OPIOID TREATMNT/MAY25	0.00	11,727.25
1011	430880	06/04/25	00004661	FERGUSON, PRAET & SHERMA	107420	CHAZ MACKABEE	0.00	75.00
1011	430880	06/04/25	00004661	FERGUSON, PRAET & SHERMA	107420	CHZ MACKABEE	0.00	150.00
TOTAL CHECK							0.00	225.00
1011	430881	06/04/25	10014306	FIRST AMERICAN TITLE INS	632110	6265 AUTO CTR DRIVE	0.00	2,550.00
1011	430882	06/04/25	10014303	ECHELE CORI FLEMING	11	REF/DEPOSIT#R11942	0.00	500.00
1011	430883	06/04/25	10003190	FOOD 4 LESS	275130	CAMP CLEAN SUPPLIES	0.00	42.44
1011	430883	06/04/25	10003190	FOOD 4 LESS	275305	VOLUNTEER REC.	0.00	116.67
TOTAL CHECK							0.00	159.11
1011	430884	06/04/25	10011696	MATT FOULKES	632110	TRVL EXP ICSC LV 5/25	0.00	632.78
1011	430885	06/04/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO WELL	0.00	149.53
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY WELL	0.00	171.83
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY WELL	0.00	174.00
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT WELL	0.00	272.96
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISERRANC WELL	0.00	737.33
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN WELL	0.00	864.56
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO WELL	0.00	581.81

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER WELL	0.00	276.77
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN WELL	0.00	573.66
1011	430886	06/04/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISERRANC WELL	0.00	610.41
TOTAL CHECK							0.00	4,412.86
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 5/1169 - 2" BULK	0.00	55.96
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 14096073 - 71/2"	0.00	43.08
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 13931792 - 1 1/2	0.00	57.54
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 13936518 - EASTE	0.00	54.36
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 50/301 - COOL NE	0.00	70.32
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 14103899 - 7 1/2	0.00	59.97
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 13820315 - SPACE	0.00	70.32
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 14474979 - 1 1/2	0.00	52.77
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	ITEM# 13958404 - 2" BU	0.00	44.78
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	TAXES	0.00	44.55
1011	430887	06/04/25	10007168	FUN EXPRESS, LLC	160105	SHIPPING	0.00	122.18
TOTAL CHECK							0.00	675.83
1011	430888	06/04/25	10013834	G&A NELOS CONSTRUCTION,	396828	MAIN INTERCONN/MAY-25	0.00	20,914.00
1011	430888	06/04/25	10013834	G&A NELOS CONSTRUCTION,	52	PMT#5 RET.	0.00	-1,045.70
TOTAL CHECK							0.00	19,868.30
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860810	CLEANING SUPPLIES	0.00	158.60
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	275125	POOL SUPPLIES	0.00	211.99
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	275140	COMM. GARDEN LOCKS	0.00	23.91
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	270.81
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI SUPPLIES	0.00	42.02
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI SUPPLIES	0.00	79.65
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI SUPPLIES	0.00	293.66
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	7.80
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	24.99
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	43.49
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	219.61
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	53.81
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	39.13
1011	430889	06/04/25	00002166	GANAHL LUMBER CORP	275150	BANNER HARDWARE	0.00	60.86
TOTAL CHECK							0.00	1,530.33
1011	430890	06/04/25	10014309	JACOB GIROUX	650409	REIMB/COLOR GUARD	0.00	55.38
1011	430891	06/04/25	10007739	OSCAR GONZALEZ	650407	TACTIC.OPR 4/28-29/25	0.00	176.99
1011	430892	06/04/25	00000055	GRAINGER INC	171710	TOW HITCH	0.00	106.87
1011	430892	06/04/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	123.57
1011	430892	06/04/25	00000055	GRAINGER INC	170670	HARDWARE LIGHTING	0.00	999.32
1011	430892	06/04/25	00000055	GRAINGER INC	352363	SOLENOID	0.00	283.96
1011	430892	06/04/25	00000055	GRAINGER INC	352363	PRELUBE HOLDER	0.00	283.96
TOTAL CHECK							0.00	1,797.68
1011	430893	06/04/25	10006273	GREENFIELDS OUTDOOR FITN	860810	FITNESS EQUIP PARTS	0.00	2,963.38
1011	430893	06/04/25	10006273	GREENFIELDS OUTDOOR FITN	860810	FITNESS EQUIP PARTS	0.00	2,859.04
TOTAL CHECK							0.00	5,822.42

SELECTION CRITERIA: transact.trans_date between '20250522 00:00:00.000' and '20250604 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430894	06/04/25	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/SPRING-25	0.00	73.15
1011	430895	06/04/25	00009652	HACH COMPANY	352363	CHLORINE TEST KITS	0.00	2,352.38
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#LXV445.99.50112 TU53	0.00	3,783.85
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#8572700 - CL17SC COLO	0.00	3,361.10
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#WRTUPGTU53XX - 4 VISI	0.00	985.00
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#WRTUPGCL17SC - WARREN	0.00	894.00
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#WRTUPGSC4500 - WARRAN	0.00	299.00
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#LXV525.99A11551 - SC4	0.00	3,191.05
1011	430895	06/04/25	00009652	HACH COMPANY	352363	#5796100 DIGITAL EXTE	0.00	437.00
1011	430895	06/04/25	00009652	HACH COMPANY	352363	TAX	0.00	38.24
1011	430895	06/04/25	00009652	HACH COMPANY	352363	TAX	0.00	279.22
1011	430895	06/04/25	00009652	HACH COMPANY	352363	EST. SHIPPING	0.00	107.73
1011	430895	06/04/25	00009652	HACH COMPANY	352363	TAX	0.00	634.62
TOTAL CHECK							0.00	16,363.19
1011	430896	06/04/25	00002736	KEVIN HAGAN	352363	REIMB/CERT RENEW GR.1	0.00	55.00
1011	430897	06/04/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,977.21
1011	430897	06/04/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,209.58
1011	430897	06/04/25	10012288	HASA INC.	860820	POOL REPAIR	0.00	549.20
TOTAL CHECK							0.00	3,735.99
1011	430898	06/04/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	875.00
1011	430898	06/04/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM INSPECT	0.00	350.00
1011	430898	06/04/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM INSPECTION	0.00	300.00
1011	430898	06/04/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	1,110.88
1011	430898	06/04/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	1,025.00
TOTAL CHECK							0.00	3,660.88
1011	430899	06/04/25	10008369	MARK HUCKABEY	650208	PD CPR TRG 5/15/25	0.00	1,050.00
1011	430900	06/04/25	10011678	STUART ANDREW HENDRICKSO	275315	DJ SVC SR DNC 5/30/25	0.00	300.00
1011	430901	06/04/25	00000874	HINDERLITER DE LLAMAS &	126110	AUDIT SL TX/APR-JUN25	0.00	5,346.63
1011	430901	06/04/25	00000874	HINDERLITER DE LLAMAS &	126120	CONTRACT/APR-JUNE25	0.00	2,400.00
TOTAL CHECK							0.00	7,746.63
1011	430902	06/04/25	10014310	HIOSSEN INC.	160410	REF/6940 BEACH FEES	0.00	-172.04
1011	430902	06/04/25	10014310	HIOSSEN INC.	11	REF/6940 BEACH FEES	0.00	3,268.76
TOTAL CHECK							0.00	3,096.72
1011	430903	06/04/25	10010327	MELINA HO	275125	REF/ DUB CHG #R12415	0.00	140.00
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	64.57
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	75.57
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	452410	MANHOLE REPAIR	0.00	137.66
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	39.80
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	860810	SMALL TOOLS	0.00	107.71
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	165.84
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	187.02

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ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	HAMMER DRILL	0.00	818.30
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	VAULT REPAIR	0.00	81.35
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	152.27
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	560210	SUPPLIES	0.00	19.27
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	71.02
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	89.91
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	560210	HARD HAT	0.00	269.05
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	ARTESIA HYDRANT	0.00	28.92
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	ARTESIA LEAK	0.00	45.21
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	61.35
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	HOSE	0.00	290.86
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	HOLDER	0.00	292.06
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	72.92
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	CL2 SALT RESERVOIR	0.00	636.52
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	68.87
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	130.53
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	CIRCULAR SAW	0.00	219.78
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	HOLDER WELL	0.00	131.24
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	90.42
1011	430905	06/04/25	00000057	HOME DEPOT / GECF	352363	VALLEY VIEW HYDRANT	0.00	59.91
TOTAL CHECK							0.00	4,407.93
1011	430906	06/04/25	10009091	HUE C LUU	731150	ENG SVCS/MAY-25	0.00	6,930.00
1011	430907	06/04/25	10008985	INDEPENDENT	998100	1530221 PHN DORADO	0.00	270.00
1011	430908	06/04/25	00010018	JOSEPH M JACKSON	275405	STICK MOVE/SPRING25	0.00	238.07
1011	430908	06/04/25	00010018	JOSEPH M JACKSON	275120	STICK MOVE/SPRING25	0.00	414.96
TOTAL CHECK							0.00	653.03
1011	430909	06/04/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	83.97
1011	430909	06/04/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	255.04
1011	430909	06/04/25	00009561	TRADITIONAL AUTO SUPPLY	171710	SPILL KIT	0.00	245.67
1011	430909	06/04/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FUEL PUMP	0.00	281.46
1011	430909	06/04/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	444.65
TOTAL CHECK							0.00	1,310.79
1011	430910	06/04/25	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,200.00
1011	430911	06/04/25	10011983	JOHN'S INCREDIBLE PIZZA	275130	JUL'22 SUMMERCAMP TIX	0.00	982.19
1011	430912	06/04/25	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	556.84
1011	430912	06/04/25	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	1,218.37
TOTAL CHECK							0.00	1,775.21
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/APR-25	0.00	75.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	6002 DARLINGTON/APR25	0.00	125.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/APR25	0.00	200.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/APR-25	0.00	275.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/APR-25	0.00	400.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/APR-25	0.00	475.00
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF/APR-25	0.00	3,420.00

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ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430913	06/04/25	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/APR-25	0.00	2,304.00
TOTAL CHECK							0.00	7,274.00
1011	430914	06/04/25	10014290	KIM, SARA	52	UB REFUND	0.00	42.20
1011	430915	06/04/25	10012628	MARIE KNIGHT	115110	WE LEAD MTG 04/15/25	0.00	1,500.00
1011	430916	06/04/25	10006148	DAVID LAM	650208	MOTOROLA25 5/13-16/25	0.00	1,542.68
1011	430917	06/04/25	10007896	LAWSON PRODUCTS, INC	560210	#1457548 MEGA CONCRET	22.81	283.45
1011	430917	06/04/25	10007896	LAWSON PRODUCTS, INC	560210	1457547 MEGA BALCK AS	22.47	279.27
TOTAL CHECK							45.28	562.72
1011	430918	06/04/25	00007523	LEGAL SHIELD, INC	73	MAY-25 CHARGES	0.00	91.60
1011	430919	06/04/25	10000155	CLEMENTE LEYVA	275120	TENNISS/SPRING-25	0.00	933.66
1011	430920	06/04/25	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL /APR-25	0.00	3,354.00
1011	430921	06/04/25	10014291	EILEEN LOPEZ	275405	REF/DEPOSIT #R11718	0.00	132.00
1011	430921	06/04/25	10014291	EILEEN LOPEZ	11	REF/DEPOSIT #R11718	0.00	500.00
TOTAL CHECK							0.00	632.00
1011	430922	06/04/25	10001574	WENDY JEAN LOVELESS	275120	PIYO/SPRING-25	0.00	700.91
1011	430923	06/04/25	10007925	KATHLEEN LOWETH	106117	3 BLOG DELIVERABLES	0.00	375.00
1011	430924	06/04/25	00000077	LU'S LIGHTHOUSE INC	171710	CONNECTOR BLADES	0.00	57.10
1011	430924	06/04/25	00000077	LU'S LIGHTHOUSE INC	171710	WIPER BLADE	0.00	34.97
TOTAL CHECK							0.00	92.07
1011	430925	06/04/25	10012134	CASEY MCDANIEL	275150	SCOREKEEP 5/10-23/25	0.00	85.00
1011	430926	06/04/25	00010740	CHRISTINA MENDIVEL	650208	MOTOROLA 5/13-16/25	0.00	1,447.96
1011	430927	06/04/25	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LNDSCPE/APR-25	0.00	73,564.74
1011	430927	06/04/25	10005279	MERCHANTS LANDSCAPE SERV	660241	METROLNK LNDSCP/APR25	0.00	4,575.26
TOTAL CHECK							0.00	78,140.00
1011	430928	06/04/25	00003714	METRO FLUID CONNECTORS I	171710	HOSE	0.00	139.59
1011	430929	06/04/25	10012844	MGP XII BUENA PARK GL, L	12	FARMER'S MKT FY25-26	0.00	3,250.00
1011	430930	06/04/25	00005331	SIMON MIKIEWICZ	650208	MOTOROLA25 5/13-15/25	0.00	1,888.61
1011	430931	06/04/25	10011810	MILLER MENDEL, INC.	650105	ESOPH SYSTEM/MAR-25	0.00	112.42
1011	430932	06/04/25	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	1,020.00
1011	430933	06/04/25	10014294	MODAY, PATRICK	52	UB REFUND	0.00	264.10
1011	430934	06/04/25	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA FLOW/SPRING-25	0.00	137.66

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ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430935	06/04/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	TUBE SUCTION REPAIR	0.00	990.32
1011	430936	06/04/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER EFFIC/APR-25	0.00	104.00
1011	430937	06/04/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/APR-25	0.00	190,337.99
1011	430938	06/04/25	00000987	NATIONAL CONSTRUCTION RE	290164	RESTROOM RENTAL	0.00	725.25
1011	430939	06/04/25	10014293	AMERTEKS SYSTEMS	275210	JUNETEENTH JUMPERS	0.00	355.00
1011	430940	06/04/25	00000099	OFFICE DEPOT, INC.	11	PAPER BOISE APSEN 30,	161.00	2,001.00
1011	430941	06/04/25	10007787	HBV ENTERPRISES, INC.	171710	AXLES SEAL	0.00	17.09
1011	430942	06/04/25	10014307	ORANGE COUNTY TAX COLLEC	632110	MAP PM2023-114	0.00	705.00
1011	430943	06/04/25	10013645	PARK CONSULTING GROUP	190062	LMS PROCURE/MAR-25	0.00	3,000.00
1011	430944	06/04/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	321.80
1011	430945	06/04/25	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/MAY-2025	0.00	386,111.00
1011	430946	06/04/25	10014149	PARK WAREHOUSE, LLC	275130	#900BR230-2 / SUNRISE	36.58	508.70
1011	430946	06/04/25	10014149	PARK WAREHOUSE, LLC	275130	#900BR140-2 - BIKE SON	156.57	2,176.77
1011	430946	06/04/25	10014149	PARK WAREHOUSE, LLC	275130	#900BR130-2 - BIKE SON	28.90	401.86
1011	430946	06/04/25	10014149	PARK WAREHOUSE, LLC	275130	#900BR220-2 - DRIFT BI	48.46	673.76
1011	430946	06/04/25	10014149	PARK WAREHOUSE, LLC	275130	FREIGHT	0.00	574.00
TOTAL CHECK							270.51	4,335.09
1011	430947	06/04/25	00010551	PARKING PROPERTY ID	160105	PPID:HANG TAGS:REGULAR	0.00	3,570.00
1011	430947	06/04/25	00010551	PARKING PROPERTY ID	160105	PPID:HANG TAGS:HEFTY P	0.00	958.50
1011	430947	06/04/25	00010551	PARKING PROPERTY ID	160105	SHIPPING	0.00	61.12
1011	430947	06/04/25	00010551	PARKING PROPERTY ID	160105	TAX	0.00	396.24
TOTAL CHECK							0.00	4,985.86
1011	430948	06/04/25	10014235	MICHAEL PAYNE	275220	VOCAL/MERMAID 2 OF 2	0.00	750.00
1011	430949	06/04/25	00004215	PEST OPTIONS INC	560640	WEED RODENT/MAY-25	0.00	2,703.00
1011	430950	06/04/25	00007516	PHOENIX GROUP INFORMATIO	631140	ADM CIT PROC/APR-25	0.00	684.50
1011	430950	06/04/25	00007516	PHOENIX GROUP INFORMATIO	631140	ADM CIT PROC/APR-25	0.00	889.29
1011	430950	06/04/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITATIONS/APRIL-25	0.00	641.85
1011	430950	06/04/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITATIONS/APRIL-25	0.00	5,394.36
TOTAL CHECK							0.00	7,610.00
1011	430951	06/04/25	10013290	PLANNING DIRECTORS ASSOC	731120	ANNUAL DUES	0.00	175.00
1011	430952	06/04/25	00008488	THE PRINTERY, INC.	105105	BP TODAY SUMMER/MAY25	0.00	14,896.10
1011	430953	06/04/25	10000423	PRADO FAMILY SHOOTING RA	650208	RANGE 5/19,21,23/25	0.00	1,350.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430954	06/04/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,044.00
1011	430954	06/04/25	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	815.63
1011	430954	06/04/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	195.75
1011	430954	06/04/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	337.13
1011	430954	06/04/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	870.00
TOTAL CHECK							0.00	3,262.51
1011	430955	06/04/25	00000113	DMJ AND ASSOCIATES, INC.	860810	SUPPLIES	0.00	84.74
1011	430955	06/04/25	00000113	DMJ AND ASSOCIATES, INC.	860810	SUPPLIES	0.00	84.74
TOTAL CHECK							0.00	169.48
1011	430956	06/04/25	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PARK/APR25	0.00	24,144.48
1011	430957	06/04/25	10014262	RK ENGINEERING GROUP, IN	190067	HEROES PARK PICKLEBALL	0.00	5,500.00
1011	430958	06/04/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	26,113.73
1011	430958	06/04/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	26,106.88
TOTAL CHECK							0.00	52,220.61
1011	430959	06/04/25	10014295	LAUREN SCOTT	995100	MLG/DELIVER/FOOD	0.00	718.33
1011	430960	06/04/25	10014299	SCP CONCRETE CONSTRUCTIO	11	RF#E25-0085 DEPOSIT	0.00	5,940.00
1011	430961	06/04/25	00008766	JON-MICHAEL SHADDOW	650208	SLI#547 #B 6/25-27/25	0.00	256.00
1011	430962	06/04/25	10014296	NAZNEEN SHAIK	995100	DELIVERABLES/MAY-25	0.00	1,398.00
1011	430963	06/04/25	00000462	THE SHERWIN WILLIAMS	170670	SUPPLIES	0.00	406.66
1011	430964	06/04/25	10011504	SHOETERIA, INC.	560210	SHOES S. TORRES	0.00	119.03
1011	430965	06/04/25	00009792	PRISCILLA SILVA	275120	BELLY DNC/SPRING-25	0.00	923.02
1011	430966	06/04/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,063.61
1011	430967	06/04/25	00000607	SOUTH COAST AQMD	171710	FAC ID 167951	0.00	167.47
1011	430967	06/04/25	00000607	SOUTH COAST AQMD	352363	FAC ID 187237	0.00	167.47
TOTAL CHECK							0.00	334.94
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8681 BEACH/MAY-25	0.00	0.15
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/MAY-25	0.00	2.76
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/MAY-25	0.00	17.41
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/MAY-25	0.00	31.26
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7711 LA PALMA/MAY-25	0.00	0.49
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/MAY-25	0.00	43.54
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/MAY-25	0.00	48.75
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/MAY-25	0.00	63.91
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORPE/MAY-25	0.00	66.52
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/MAY-25	0.00	83.12
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/MAY-25	0.00	94.10
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/MAY-25	0.00	104.49
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8970 KNOTT/MAY-25	0.00	121.15

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/MAY-25	0.00	127.96
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/MAY-25	0.00	127.96
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6973 BEACH/MAY-25	0.00	307.08
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE PMP/MAY-25	0.00	400.65
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/MAY-25	0.00	657.16
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/MAY-25	0.00	1,047.72
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEWOOD/MAY-25	0.00	1,358.61
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/MAY-25	0.00	2,991.29
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/MAY-25	0.00	8,115.86
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	NS LAPALMA WO K/APR25	0.00	9,188.17
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VALL VIEW/MAY-25	0.00	22,635.05
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/MAY-25	0.00	71.78
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7860 BEACH/MAY-25	0.00	120.18
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	8284 LINDEN CIR/MAY25	0.00	26,381.63
1011	430969	06/04/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7623 BEACH/MAY-25	0.00	3.56
TOTAL CHECK							0.00	74,212.31
1011	430970	06/04/25	00000336	SOUTHERN CALIFORNIA EDIS	590025	PEDESTAL/VAL.VW/OR'TH	0.00	99.37
1011	430971	06/04/25	00000126	SPARKLETTS WATER	170670	WATER SERVICE	0.00	2,130.96
1011	430972	06/04/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	19.50
1011	430972	06/04/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	210.00
TOTAL CHECK							0.00	229.50
1011	430973	06/04/25	00005362	DAVE FLANAGAN	24	PMT#2 RET.	0.00	-166.38
1011	430973	06/04/25	00005362	DAVE FLANAGAN	590143	TRF CTR MT/FINAL/MAY2	0.00	9,197.50
1011	430973	06/04/25	00005362	DAVE FLANAGAN	24	PMT#3 FINAL/RET	0.00	-459.88
1011	430973	06/04/25	00005362	DAVE FLANAGAN	560220	TRF CTR.MT/MAY-25	0.00	3,327.63
TOTAL CHECK							0.00	11,898.87
1011	430974	06/04/25	00005362	DAVE FLANAGAN	24	TRF CTR MT/RETENTION	0.00	2,130.39
1011	430975	06/04/25	10005041	SPEC.EQUIP.AMER.TRUCK/TR	171710	BODY DAMAGE	0.00	4,500.00
1011	430976	06/04/25	10014292	JEANNIE SRY	11	REF DEPOSIT #R12107	0.00	500.00
1011	430977	06/04/25	10006051	STANTEC CONSULTING SERVI	599793	DALE/WHITAKER/APR25	0.00	36,134.75
1011	430978	06/04/25	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	15.21
1011	430978	06/04/25	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	23.79
1011	430978	06/04/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	54.60
1011	430978	06/04/25	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	19.55
1011	430978	06/04/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	282.67
TOTAL CHECK							0.00	395.82
1011	430979	06/04/25	10008410	FULLERTON SIGNS, INC	11	DESIGN	0.00	396.00
1011	430979	06/04/25	10008410	FULLERTON SIGNS, INC	11	CUSTOM PRODUCTS AND SE	0.00	691.95
1011	430979	06/04/25	10008410	FULLERTON SIGNS, INC	11	CUSTOM PRODUCTS AND SE	0.00	1,783.05
1011	430979	06/04/25	10008410	FULLERTON SIGNS, INC	11	TAXES	0.00	222.50
TOTAL CHECK							0.00	3,093.50

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430980	06/04/25	10009636	SIGNAL HILL AUTO ENTERPR	11	SOAP LIQ HAND (1 GAL)	10.44	129.79
1011	430980	06/04/25	10009636	SIGNAL HILL AUTO ENTERPR	11	HANDLING	0.00	9.95
1011	430980	06/04/25	10009636	SIGNAL HILL AUTO ENTERPR	11	SOAP LIQ HAND (1 GAL)	41.77	519.17
1011	430980	06/04/25	10009636	SIGNAL HILL AUTO ENTERPR	11	MULTIFOLD PAPER TOWEL	223.92	2,782.92
TOTAL CHECK							276.13	3,441.83
1011	430981	06/04/25	10012943	TEXT MY GOV	731105	SFTWARE SUPPORT/MAY25	0.00	750.00
1011	430982	06/04/25	10013112	THE UNITED STATES CONF.	11	MEMBERSHIP FY 25-26	0.00	5,970.00
1011	430983	06/04/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	99.64
1011	430983	06/04/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	608.00
1011	430983	06/04/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	200.39
1011	430983	06/04/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	223.31
1011	430983	06/04/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,508.12
TOTAL CHECK							0.00	2,639.46
1011	430984	06/04/25	10005093	TOTAL IMAGING SOLUTIONS,	731150	RENEW VS4 SERVICE	0.00	405.00
1011	430985	06/04/25	10013495	TRANSTECH ENGINEERS, INC	160105	ON CALL EMG SVC/APR25	0.00	12,136.00
1011	430986	06/04/25	10004336	SARA TREADWAY	650208	MOTOROLA25 5/13-15/25	0.00	1,706.06
1011	430987	06/04/25	00005445	TRI-SIGNAL INTEGRATION,	170670	STATE TESTING	0.00	1,000.00
1011	430987	06/04/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM REPAIR	0.00	645.84
1011	430987	06/04/25	00005445	TRI-SIGNAL INTEGRATION,	170670	ELEVATOR TESTING	0.00	1,000.00
TOTAL CHECK							0.00	2,645.84
1011	430988	06/04/25	10012511	TSG ENTERPRISES, INC	590176	RIGIO AVENUE/FEB-25	0.00	152.50
1011	430988	06/04/25	10012511	TSG ENTERPRISES, INC	590187	LOS COYOTES/FEB-25	0.00	86.25
1011	430988	06/04/25	10012511	TSG ENTERPRISES, INC	590176	RIGIO AVENUE/JAN-25	0.00	920.00
1011	430988	06/04/25	10012511	TSG ENTERPRISES, INC	590187	LOS COYOTES/JAN-25	0.00	805.00
TOTAL CHECK							0.00	1,963.75
1011	430989	06/04/25	10013584	ALYSSA ULTRERAS	275220	CHOREO/MERMAID 2 OF 2	0.00	750.00
1011	430990	06/04/25	00001911	JEFF VAN SICKLE	275135	YT OFFIC 5/14-27/25	0.00	100.00
1011	430991	06/04/25	10002032	VERIZON WIRELESS	860810	542021084-00001 MAY25	0.00	211.48
1011	430992	06/04/25	10002032	VERIZON WIRELESS	650303	542373150-00001 MAY25	0.00	5,166.28
1011	430993	06/04/25	10002032	VERIZON WIRELESS	631140	542373150-00002 MAY25	0.00	124.08
1011	430994	06/04/25	10002032	VERIZON WIRELESS	352363	870083592-00001 MAY25	0.00	371.00
1011	430994	06/04/25	10002032	VERIZON WIRELESS	170670	870083592-00001 MAY25	0.00	972.92
TOTAL CHECK							0.00	1,343.92
1011	430995	06/04/25	10002032	VERIZON WIRELESS	560210	561306915-0002 MAY-25	0.00	41.36
1011	430995	06/04/25	10002032	VERIZON WIRELESS	105105	561306915-0002 MAY-25	0.00	41.36
1011	430995	06/04/25	10002032	VERIZON WIRELESS	352363	561306915-0002 MAY-25	0.00	76.02
1011	430995	06/04/25	10002032	VERIZON WIRELESS	115110	561306915-0002 MAY-25	0.00	128.55

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	430995	06/04/25	10002032	VERIZON WIRELESS	101101	561306915-0002 MAY-25	0.00	128.55
1011	430995	06/04/25	10002032	VERIZON WIRELESS	170670	561306915-0002 MAY-25	0.00	580.78
TOTAL CHECK							0.00	996.62
1011	430996	06/04/25	10004361	VORTEX INDUSTRIES, LLC	170670	REPAIR THE NORTH FACIN	0.00	5,988.65
1011	430997	06/04/25	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	937.37
1011	430997	06/04/25	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	954.74
1011	430997	06/04/25	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	583.01
TOTAL CHECK							0.00	2,475.12
1011	430998	06/04/25	10014304	NATCHAWI WADMAN	11	REF DEPOSIT#R11789	0.00	500.00
1011	430999	06/04/25	10012725	CINDY WANG	995100	DELIVERABLES/FOOD	0.00	8,896.22
1011	431000	06/04/25	10009561	WATER SOURCE SOLUTIONS I	170670	ARAGON CIR/JUNE-25	0.00	150.08
1011	431000	06/04/25	10009561	WATER SOURCE SOLUTIONS I	106131	CABALLERO/JUNE-25	0.00	150.08
TOTAL CHECK							0.00	300.16
1011	431001	06/04/25	00010522	WATSON PAINTING CORP	732031	HIP202422 RISCHIO	0.00	3,550.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	121110	LEASE 05/20-06/19/25	0.00	190.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	275105	LEASE 05/20-06/19/25	0.00	220.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	115110	LEASE 05/20-06/19/25	0.00	275.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	160105	LEASE 05/20-06/19/25	0.00	300.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	121135	LEASE 05/20-06/16/25	0.00	1,121.26
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	650302	LEASE 05/20-06/19/25	0.00	1,121.26
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	275305	LEASE 05/20-06/19/25	0.00	12.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	998100	LEASE 05/20-06/19/25	0.00	32.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	631140	LEASE 05/20-06/19/25	0.00	44.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	731120	LEASE 05/20-06/19/25	0.00	44.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	731150	LEASE 05/20-06/19/25	0.00	44.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	732071	LEASE 05/20-06/19/25	0.00	55.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	997100	LEASE 05/20-06/19/25	0.00	65.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	352267	LEASE 05/20-06/19/25	0.00	160.00
1011	431002	06/04/25	10014012	WELLS FARGO FINANCIAL LE	126120	LEASE 05/20-06/19/25	0.00	185.00
TOTAL CHECK							0.00	3,868.52
1011	431003	06/04/25	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLYBALL/SPRING-25	0.00	1,534.15
1011	431004	06/04/25	10014311	CANDY WILSON	550502	CIT 786506 DISMISSED	0.00	38.00
1011	431005	06/04/25	10009222	XEROX CORPORATION	275305	COPIER SENIOR CTR.	0.00	183.79
1011	431006	06/04/25	10000416	YMCA OF ANAHEIM, CORPORA	275120	STARS/SPRING-25	0.00	2,010.96
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	HOLDER WELL	0.00	272.40
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	SMALL TOOLS	0.00	454.36
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	WELL FLUSHING	0.00	422.48
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT REPAIR	0.00	2,690.27
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK METER READING	0.00	168.75
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	REPAIR CLAMPS	0.00	599.18

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	CURBSTOPS	0.00	359.98
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	CURBSTOCK STOCK	0.00	639.56
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	ST ANDREW VAULT	0.00	78.48
1011	431007	06/04/25	10006857	YARDLEY ORGILL CO., INC.	352363	HOLDER WELL	0.00	93.43
TOTAL CHECK							0.00	5,778.89
1011	V431008	06/04/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	360.00
1011	V431009	06/04/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,220.97
1011	V431010	06/04/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	360.00
1011	V431010	06/04/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
TOTAL CHECK							0.00	400.00
1011	V431011	06/04/25	00008482	JOHN SOTTEK	732031	HIP202426/MACARANAS	0.00	750.00
1011	V431011	06/04/25	00008482	JOHN SOTTEK	732031	HIP202422/RISCHIO	0.00	600.00
TOTAL CHECK							0.00	1,350.00
1011	V431012	06/04/25	00000054	TED JONES FORD INC.	171710	GASKETS	0.00	7.18
1011	V431013	06/04/25	10014025	PROCURE AMERICA LLC	170670	SCE CUMULATIVE SAVING	0.00	1,138.42
1011	V431013	06/04/25	10014025	PROCURE AMERICA LLC	170670	SCE SAVINGS SEP-DEC24	0.00	2,733.35
TOTAL CHECK							0.00	3,871.77
TOTAL CASH ACCOUNT							2,462.19	1,438,113.31
TOTAL FUND							2,462.19	1,438,113.31
TOTAL REPORT							2,462.19	1,438,113.31

Voided Check Numbers	Date Printed
430904 430968	6/4/2025

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $17,868.96 COVERING RETIREE PAYROLL ENDING MAY 31, 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 $17,868.96, 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:

_____
Mayor

ATTEST:

_____

City Clerk

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)

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

PAYRUN: MZR
DATE: 06/04/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
387012	.00	2.00		CHESSEN, DONNA	9428
387013	.00	152.00		DENNY, JOHNNIE	9440
387014	.00	2.00		EERNISSE, NOLA	9448
387015	.00	152.00		GONZALES, ROBERT	9461
387016	.00	2.00		HAMBY, PAUL	9466
387017	.00	152.00		JACKSON, GARY	9482
387018	.00	152.00		KIMERY, ERIC	9012
387019	.00	2.00		MACIS, NORMA	9504
387020	.00	2.00		MAYS, MARY	9677
387021	.00	152.00		MCCAY, DONALD	9517
387022	.00	42.00		ROBLES, AMPARO	9550
387023	.00	152.00		SCHWENGEL, LLOYD	9558
387024	.00	2.00		SIGLER, CAROL	9620
387025	.00	14.00		TRUJILLO, FRANK	9663
387026	.00	150.00		TUTHILL, LOREN	9581
387027	.00	2.00		WINNER, SAMUEL	9589
387028	.00	42.00		WYMAN, GUADALUPE	9592
V387029	14.00	.00		AGUIRRE, RICHARD	9624
V387030	14.00	.00		BECKER, LLOYD	9409
V387031	150.00	.00		BERRY, STEVE	9682
V387032	185.08	.00		BISBING, KRISTOPHER	9675
V387033	152.00	.00		BRANUM, TERRY	9418
V387034	2.00	.00		BROWN, ARTHUR	9635
V387035	152.00	.00		CARNEY, PATRICK	9014
V387036	42.00	.00		CIAMPA, LISA	9429
V387037	150.00	.00		CISNEROS, RUDY	9625
V387038	42.00	.00		CLARK, LAURENCE	9430
V387039	100.49	.00		CONN, SANDRA	9676
V387040	42.00	.00		COX, BARBARA	9435
V387041	2.00	.00		CRISP, BEVERLY	9612
V387042	152.00	.00		DASCENZI, PHILLIP	9438
V387043	42.00	.00		DESOUCY, DOLORES	9441
V387044	152.00	.00		DIXON, JAMES	9442
V387045	152.00	.00		DOCK, HENRY	9443
V387046	152.00	.00		FAIRMAN, ERIC	9451
V387047	150.00	.00		FONCECA, ARTHUR	9456
V387048	790.53	.00		FORSYTH, RICHARD	9680
V387049	152.00	.00		FROST, FRANK	9458
V387050	349.00	.00		HAINLEY, LAWRENCE	9651
V387051	173.00	.00		HENEIN, NABIL	9662
V387052	152.00	.00		HESTER, KATHLEEN	9627
V387053	152.00	.00		HICKEN, GARY	9475
V387054	262.00	.00		HOLGUIN, ALEXANDER	9604
V387055	150.00	.00		JACKSON, TERESA	9628
V387056	152.00	.00		JONES, MICHAEL	9656
V387057	42.00	.00		JONES, SHIRLEY	9486
V387058	150.00	.00		JONES, WILLIAM	9485
V387059	42.00	.00		KELLY, ANDREA	9661
V387060	152.00	.00		KIRBY, GEORGE	9488
V387061	42.00	.00		KIRK, BRET	9490

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

V387062	1,086.55	.00	KOHANEK, WILLIAM	9669
V387063	2.00	.00	KYLE, LESLIE	9493
V387064	152.00	.00	LININGER, RODNEY	9497
V387065	14.00	.00	LITCHFIELD, WILLIAM	9630
V387066	150.00	.00	LOEHR, LOTHAR	9499
V387067	1,571.50	.00	LOVCHIK, MICHAEL	9684
V387068	42.00	.00	LOWRY, MARILYN	9501
V387069	152.00	.00	LUCENTI, THOMAS	9502
V387070	42.00	.00	MALOUFF, JOSEPHINE	9505
V387071	152.00	.00	MANNING, BRUCE	9506
V387072	42.00	.00	MARTIN, GLORIA	9508
V387073	42.00	.00	MARTINEZ, DAVID	9649
V387074	152.00	.00	MARTINEZ, MANUEL	9667
V387075	152.00	.00	MCNEILLY, MICHAEL	9522
V387076	14.00	.00	MEALER, JAMES	9523
V387077	152.00	.00	MONSON, THOMAS	9638
V387078	349.00	.00	MOTE, ROBERT	9600
V387079	2,250.95	.00	PELTON, GREGORY	9699
V387080	34.00	.00	PENA, RICHARD	9598
V387081	152.00	.00	POTTER, BRUCE	9541
V387082	152.00	.00	POWELL, ROGER	9672
V387083	42.00	.00	REDDICK, SUZANNE	9655
V387084	150.00	.00	RILEY, MARGARET	9681
V387085	42.00	.00	ROGERS, REGINA	9631
V387086	49.00	.00	ROONEY, MARIAN	9622
V387087	152.00	.00	SANDERS, DARYL	9553
V387088	14.00	.00	SANDOVAL, SANTIAGO	9658
V387089	152.00	.00	SCHOALES, JAMES	9555
V387090	42.00	.00	SELLS, ROBIN	9659
V387091	42.00	.00	SHEARN, WYNNETTE	9641
V387092	1,100.76	.00	SIANEZ, COREY	9690
V387093	152.00	.00	STEWARD, GREGORY	9572
V387094	152.00	.00	SWISHER, JOHN	9652
V387095	152.00	.00	SYLVESTER, DAVID	9574
V387096	14.00	.00	TEMPLETON, JOHN	9686
V387097	150.00	.00	TILTON, SHALICE	9683
V387098	152.00	.00	WADELL, VERN	9584
V387099	150.00	.00	WARSINSKI, RICKY	9645
V387100	150.00	.00	WHITESIDE, JOHN	9668
V387101	42.00	.00	WHITLOCK, JOHN	9633
V387102	2,331.10	.00	WORRALL, GARY	9685

PAYRUN TOTAL			
CHECK: 91	16,694.96	1,174.00	
TOTAL			
CHECKS: 91	16,694.96	1,174.00	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,099,076.60 COVERING REGULAR PAYROLL ENDING JUNE 06, 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 $1,099,076.60 set forth on this 8-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

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

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

PAYRUN: NA1
DATE: 06/13/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V387103	1,902.95	.00		APARICIO, LESLIE	590
V387104	752.96	.00		AYALA, MICHAEL	445
V387105	4,243.40	.00		COPPING, SARA	951
V387106	2,369.95	.00		ENGLEBRECHT, BRIDGET	261
V387107	2,971.17	.00		FEWER, JESSICA	580
V387108	11,686.13	.00		FRANCE, AARON	1650
V387109	296.25	.00		MCKINNEY, KENNETH	552
V387110	2,662.27	.00		MEDINA, YARETZA	8
V387111	461.68	.00		MUNOZ, MICHELLE	440
V387112	1,092.49	.00		OWAKA, PASCHAL	615
V387113	177.75	.00		TEHRANI, AIDIN	551
V387114	2,960.25	.00		CASTRO, GWENDOLYNE	503
V387115	7,166.46	.00		FENTON, EDWARD	1564
V387116	1,823.36	.00		KERN, DONNA	2574
V387117	2,798.97	.00		MIRANDA, MARILU	447
V387118	2,675.30	.00		PREVO, DOREKA	390
V387119	3,552.78	.00		VALDEZ, REBECCA	5490
V387120	1,996.00	.00		BUENROSTRO, PATRICIA	227
V387121	1,751.26	.00		GALLENTINE, KAILEY	486
V387122	3,885.18	.00		GARCIA, ADRIAN	1700
V387123	1,187.31	.00		GLAVIN, BARBARA	1768
V387124	1,954.13	.00		HERNANDEZ, GLORIA	2092
V387125	6,796.71	.00		HYUN, SUNG	2248
V387126	2,298.46	.00		KIM, MIN	2584
V387127	2,228.19	.00		LOVEJOY, REBEKAH	76
V387128	2,072.64	.00		PAK, TIMOTHY	3955
V387129	2,755.22	.00		PEREZ, JESSICA	4111
V387130	2,501.51	.00		TOMASSETTI, JEEVANI	5623
V387131	2,195.89	.00		TRAN, KRYSTLE	242
V387132	3,928.70	.00		AVERELL, MARK	272
V387133	2,324.38	.00		COLES-GUZMAN, MARY	950
V387134	2,329.41	.00		KENNEDY, SEAN	111
V387135	923.33	.00		LOPEZ, JESSE	606
V387136	761.89	.00		AHN, JOYCE	263
V387137	774.06	.00		FRANCO-HERNANDEZ, CARLOS	566
V387138	660.31	.00		HOQUE, LAMIYA	412
V387139	526.77	.00		SONNE, SUSAN	5161
V387140	558.90	.00		TRAUT, CONNOR	5399
V387141	2,789.12	.00		ALMQUIST, ANNA PATRICIA	168
V387142	1,833.52	.00		GUERRA, SARAH	1470
V387143	5,486.40	.00		JIMENEZ, ADRIA	2297
V387144	955.01	.00		KIRK, RALPH	384
V387145	2,052.08	.00		LOPEZ, ANGELICA	2928
V387146	731.57	.00		PHAM, TAMMY	574
V387147	4,579.99	.00		CULL, ROBERT	1012
V387148	2,091.18	.00		FLORES, CHRISTOPHER	464
V387149	1,175.58	.00		GUZMAN, FEDERICO	1918
V387150	2,813.56	.00		LESTER, ALEXANDER	2868
V387151	1,843.05	.00		MACIAS, JUDITH	2996
V387152	2,523.49	.00		MAYORQUIN, RAYMUNDO	221

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387153	2,718.36	.00	TART, ANDRE	5235
V387154	2,764.76	.00	ALVAREZ, JOSHUA	458
V387155	1,869.93	.00	CASTANEDA, GUADALUPE	280
V387156	2,421.85	.00	CASTELLANOS, CARLOS	515
V387157	2,500.02	.00	CATALDO, JOHN	766
V387158	2,066.70	.00	DAVIS-VALENTINE, SUZANNE	1085
V387159	316.68	.00	DINH, MICHELLE	433
V387160	6,274.00	.00	FOULKES, MATTHEW	9
V387161	1,794.92	.00	LOMELI, MOISES	472
V387162	4,035.45	.00	LUNA, HARALD	264
V387163	2,800.04	.00	MCALEESE, IAN	159
V387164	3,194.55	.00	NAVARRO, SANDRA	93
V387165	2,281.94	.00	SANTOS, RUTH	4640
V387166	1,825.17	.00	TAE, RAY	5196
V387167	4,132.05	.00	THAI, LOTUS	536
V387168	2,222.39	.00	ZAPIEN, ERNESTINE	5777
V387169	2,313.88	.00	ARDAIZ, LANA	190
V387170	3,330.17	.00	DHAUW, MELISSA	1170
V387171	3,028.26	.00	SUAREZ, SARABETH	5169
V387172	3,192.58	.00	YOON, JIWON	91
V387173	860.50	.00	BARR, LISA	366
V387174	1,784.43	.00	BARRAZA, TAYLOR	501
V387175	2,410.88	.00	COTA, LORRAINE	954
V387176	5,269.17	.00	DAVENPORT, JOSEPH	1094
V387177	6,043.42	.00	GEYER, BRADLEY	1692
V387178	8,747.13	.00	NGUYEN, NGHIA	3755
V387179	6,867.46	.00	NUNES, FRANK	3813
V387180	1,540.02	.00	CHARNES, LANCE	783
V387181	6,640.65	.00	DIERINGER, RYAN	1145
V387182	3,956.49	.00	JIMENEZ, ROBERT	352
V387183	3,183.47	.00	KIM, HYUN	328
V387184	3,474.52	.00	LAM, DAVID	2790
V387185	635.98	.00	LOVCHIK, MICHAEL	6
V387186	4,214.21	.00	MIKIEWICZ, SIMON	3360
V387187	1,674.08	.00	NOVOTNY, MARY	3705
V387188	1,969.63	.00	SEMAAN, NADIA	4740
V387189	5,600.24	.00	SHADDOW, JON-MICHAEL	4837
V387190	2,825.55	.00	ALCALA, BRITTANY	58
V387191	2,606.72	.00	ARIAS, KALEA	592
V387192	3,720.66	.00	BARAJAS, MAYRA	357
V387193	2,284.88	.00	BINYON, ERIC	506
V387194	4,827.02	.00	BRANDSTETTER, JAMES	629
V387195	4,688.04	.00	BUTH, CATHERINE	561
V387196	2,115.90	.00	CARPENTER, SCARLET	1663
V387197	697.68	.00	CORONADO, PERLA	553
V387198	694.44	.00	CORTEZ TORRES, AMANDA	450
V387199	743.39	.00	DIERINGER, REGINA	1515
V387200	3,783.95	.00	ESCOBEDO, STACEY	1530
V387201	4,178.86	.00	ESQUETINI, MARIA	1536
V387202	2,133.69	.00	HERNANDEZ, ISABELLA	112
V387203	696.58	.00	MADHAE, DEEPINDER	555
V387204	4,081.39	.00	MAERKER, ELIZABETH	3017
V387205	4,940.12	.00	MCGRATH, CODY	3220
V387206	974.17	.00	MENDOZA ESPINOZA, MYA	532
V387207	1,743.31	.00	NOLASCO, NICOLE	595
V387208	751.50	.00	ONTIVEROS, STEVEN	342

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387209	2,515.73	.00	PALMA CARDENAS, DIANA	3970
V387210	819.27	.00	PARRA, ANGEL	498
V387211	796.65	.00	RODRIGUEZ TZAJ, SANDY	604
V387212	795.00	.00	RODRIGUEZ VILLA, YARELI	205
V387213	1,963.30	.00	SAUCEDA, CATHLEEN	4645
V387214	4,079.61	.00	SHERIFF, SAMANTHA	2096
V387215	746.47	.00	SILVERIO, SAMANTHA	497
V387216	4,391.41	.00	TANIGUCHI, MELISSA	5230
V387217	720.40	.00	VELLANOWETH, KRISTINE	217
V387218	689.34	.00	WOOD, HUNTER	605
V387219	948.07	.00	YBARRA, DELIA	529
V387220	1,877.71	.00	CHAN, KARA	795
V387221	2,347.25	.00	FIORE, KATE	1560
V387222	2,012.90	.00	FLOHRA, KARAN	516
V387223	2,888.20	.00	FOX, CHARITY	1641
V387224	659.94	.00	KUHN, MICHELLE	2730
V387225	780.84	.00	KUHN, TARI	2747
V387226	2,273.93	.00	MAERTZ, DANA	3018
V387227	3,215.12	.00	MENDIVEL, CHRISTINA	3299
V387228	2,336.44	.00	NGO, CATHERINE	3752
V387229	2,682.73	.00	PENDLETON, SUN	4080
V387230	2,022.73	.00	RAMIREZ, ARIANNA	86
V387231	1,558.52	.00	TENG, LING-FEI	2871
V387232	5,336.30	.00	BATES, PATRICK	378
V387233	6,103.38	.00	BELTRAN, CHRISTINA	13
V387234	6,178.23	.00	BERNAL, DAVID	480
V387235	5,081.64	.00	BLACKWOOD, PHALANN	550
V387236	6,261.76	.00	BOURNE, CLIFFORD	5612
V387237	4,230.32	.00	BOYD, ROBERT	584
V387238	5,473.21	.00	BOYER, CAMERON	585
V387239	8,100.00	.00	BRAVO, ISABEL	420
V387240	5,554.60	.00	CAMPOS, LOLANI	728
V387241	4,138.31	.00	CERDA, SERGIO	240
V387242	3,644.19	.00	CHAVEZ, ALEJANDRO	182
V387243	3,752.32	.00	CHAVEZ, ANTONY	246
V387244	3,499.59	.00	CURATOLA, ANTHONY	350
V387245	4,546.90	.00	DAVIS, JONATHAN	1083
V387246	5,558.72	.00	ESCAMILLA, MARIO	1529
V387247	4,126.29	.00	ESCOBEDO, DOMINICK	1521
V387248	2,776.78	.00	ESTRELLA, CARL JOSEPH	415
V387249	4,046.04	.00	FRANKLIN, KEVIN	1649
V387250	6,821.40	.00	GALOS, MICHAEL	1680
V387251	4,812.18	.00	GANO, KEVIN	1742
V387252	4,104.41	.00	GARCIA, JONATHAN	514
V387253	4,988.53	.00	GENTNER, GEORGE	1765
V387254	5,735.72	.00	GONZALEZ, LUIS	164
V387255	3,869.30	.00	GONZALEZ, OSCAR	1785
V387256	5,183.01	.00	HERST, RYAN	2102
V387257	3,352.56	.00	HOGAN, CHRISTIAN MICHAEL	138
V387258	7,463.91	.00	HONG, ALEX	2130
V387259	5,716.14	.00	JIMENEZ, GUSTAVO	2285
V387260	5,516.19	.00	JOHNSON, BRYAN	2300
V387261	6,846.00	.00	LEPE, SERGIO	2901
V387262	3,877.23	.00	LIRA, JOSEPH	133
V387263	3,367.97	.00	LOPEZ, GUILLERMO	2958
V387264	5,256.81	.00	LOVETERE, JOSEPH	2962

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387265	3,017.40	.00	LUONG, AARON	577
V387266	4,616.75	.00	MARTINEZ, JESUS	117
V387267	3,805.39	.00	MEDRANO, JULIAN	3223
V387268	3,810.16	.00	MEONO, ROBIN	351
V387269	3,914.27	.00	MOELLER, SARAH	3590
V387270	5,312.95	.00	MORALES, FRANK	3489
V387271	6,019.35	.00	MORQUECHO, FERNANDO	510
V387272	4,731.15	.00	MUNOZ, OSCAR	3605
V387273	5,453.94	.00	MURILLO CASTRO, JULIAN	268
V387274	4,320.99	.00	NGUYEN, ANTHONY	258
V387275	6,081.61	.00	NYHUS, CHRISTOPHER	3808
V387276	5,619.42	.00	O'DETTE, DIRK	3823
V387277	4,995.13	.00	OH, WILLIAM	326
V387278	2,666.44	.00	OSORIO, STEVIE	573
V387279	3,772.39	.00	PADILLA, VALERIE	108
V387280	6,424.85	.00	PINO, RICHARD	4171
V387281	3,679.41	.00	PROCEL, ANDY	4243
V387282	4,087.83	.00	RAMIREZ, ANGEL	4314
V387283	3,550.19	.00	RANGEL, PRISCILLA	4337
V387284	6,446.82	.00	REYES, HUGO	98
V387285	4,709.10	.00	RODRIGUEZ, CHRISTIAN	4476
V387286	3,908.84	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V387287	4,119.35	.00	RUBALCAVA, EFRAIN	4590
V387288	4,845.44	.00	SALAZAR, RYAN	4626
V387289	4,357.33	.00	SOLIS, DANIEL	5000
V387290	2,136.38	.00	SOUSA, MATTHEW	596
V387291	3,645.80	.00	TEWELL, MELISSA	5282
V387292	4,966.85	.00	TOMSICK, MARTIN	5360
V387293	6,218.95	.00	TRAN, TUYET	5424
V387294	4,104.27	.00	TURNER, JERAMIAH	291
V387295	3,676.54	.00	WILLIAMS-GIROUX, JACOB	499
V387296	6,037.91	.00	COLON, BOBBY	900
V387297	5,514.92	.00	LEE, CONNOR	2861
V387298	1,876.97	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V387299	4,746.37	.00	OCHOA, JENNY	283
V387300	5,327.14	.00	RICE, JAMES	4408
V387301	2,004.99	.00	SILVA, OSCAR	4886
V387302	2,142.44	.00	UMLAH, AMBER	5435
V387303	2,206.95	.00	VAZQUEZ-CAMACHO, MARLENE	101
V387304	4,084.54	.00	VU, JEFFREY	5519
V387305	1,207.02	.00	BAIR, JOHN	284
V387306	733.68	.00	CASEY, DROUETT	771
V387307	751.79	.00	PATTON, DANA	4060
V387308	6,175.88	.00	BAILEY, JOHN	355
V387309	4,451.39	.00	BOUDREAU, CORY	583
V387310	2,546.90	.00	BOUDREAU, LAURA	2192
V387311	5,637.57	.00	BOYINGTON, DEVIN	594
V387312	4,392.10	.00	CARNEY, THOMAS	751
V387313	5,246.10	.00	CHRISTIANSEN, ANDREW	97
V387314	3,902.00	.00	EK, CHRISTOPHER	1477
V387315	3,940.90	.00	KALAGIAN, BRYANT	2436
V387316	2,381.76	.00	LARA, KARON	103
V387317	2,721.72	.00	LOMELI, LISBETH	4516
V387318	3,253.15	.00	LOPEZ, VANESSA	2929
V387319	4,672.99	.00	LOPEZ, WILLYVALDO	2941
V387320	4,882.84	.00	LOWE, AUSTIN	2956

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387321	4,483.74	.00	MOON, DAVID	3479
V387322	1,622.91	.00	MORALES MALDONADO, IVETT	3490
V387323	1,870.67	.00	O'DETTE, NANCY	1920
V387324	4,870.14	.00	ORTEGA, MICHAEL	104
V387325	4,730.91	.00	PANTOJA, DAVID	3986
V387326	7,069.63	.00	PLUMLEE, ROGER	4180
V387327	2,238.48	.00	SULLIVAN, STACEY	5160
V387328	3,153.59	.00	TREADWAY, SARA	4210
V387329	4,443.75	.00	VU, KRISTINE	63
V387330	4,293.73	.00	YO, DANIEL	5752
V387331	2,137.93	.00	CARDENAS, MARGARET	336
V387332	2,139.21	.00	IBARRA, KRISTI	88
V387333	6,220.36	.00	MIKHAEL, MINA	3359
V387334	2,026.89	.00	ALMANZA, MINERVA	79
V387335	4,379.69	.00	ALQAM, NADER	71
V387336	4,025.66	.00	ARABOLU, DEEPTHI	178
V387337	2,973.68	.00	CAPISTRANO, FRANCES	74
V387338	2,716.40	.00	ESPARZA-ALMARAZ, AARON	383
V387339	2,731.17	.00	GUZMAN, HECTOR	512
V387340	3,080.39	.00	LANNAN, GREGORY	2791
V387341	2,360.39	.00	LEE, HYANG SUN	430
V387342	3,451.17	.00	MILLER, JADEN	513
V387343	2,780.78	.00	PENA, MANUEL	2933
V387344	2,920.04	.00	TRAN, JASON	96
V387345	3,488.83	.00	WRAY, NORMAN	5725
V387346	2,375.63	.00	ZARAGOZA, EDUARDO	5788
V387347	3,148.82	.00	AUBUCHON, LAURIE	250
V387348	2,060.07	.00	GENERA, ELIZABETH	1685
V387349	4,439.01	.00	HUNT, JOSEPH	2249
V387350	1,809.98	.00	LUX, ANDREA	2972
V387351	2,268.99	.00	VENEGAS MENDEZ, JAVIER	5491
V387352	1,275.72	.00	AREVALOS, RYAN	456
V387353	2,283.26	.00	BACA, ANDREW	315
V387354	2,714.54	.00	BRITO, MICHAEL	642
V387355	677.56	.00	CASTRO, JOHN	540
V387356	1,341.14	.00	DURAN, LUIS	623
V387357	3,365.67	.00	ESCATEL-OROSCO, PEDRO	1537
V387358	2,315.66	.00	GONZALEZ, ALEJANDRO	1783
V387359	1,275.72	.00	GONZALEZ, KONRAD	587
V387360	4,100.96	.00	LIBUNAO, NINO	2912
V387361	1,673.32	.00	LISCANO, CHRISTOPHER	850
V387362	1,740.05	.00	MARASCO, MATTHEW	289
V387363	830.21	.00	MARTINEZ, JEFFREY	535
V387364	2,171.23	.00	MUNOZ, JOHNNY	144
V387365	1,877.67	.00	NAJERA, JESSE	3630
V387366	1,188.59	.00	ORTIZ, RAYMOND	309
V387367	830.21	.00	PAPANIC, DENNIS	548
V387368	1,130.48	.00	PEREZ, ISAIAH	523
V387369	2,323.34	.00	RIVERA, JOE	4450
V387370	1,502.21	.00	RODRIGUEZ, MIGUEL	589
V387371	2,409.05	.00	RODRIGUEZ, OSCAR	131
V387372	2,133.82	.00	SERNA, JUAN	4728
V387373	2,713.10	.00	TORREZ, JAVIER	69
V387374	2,091.00	.00	CARRILLO, EDWARD	765
V387375	1,374.19	.00	CHAVEZ, CAESAR	544
V387376	2,503.75	.00	ELLS, ZACHARY	1500

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387377	2,489.27	.00	ENNIS, JOSEPH	262
V387378	3,219.64	.00	FINCH, BARRETT	1574
V387379	3,185.69	.00	HAGAN, KEVIN	1947
V387380	4,813.49	.00	KVENBO, SCOTT	2750
V387381	1,918.26	.00	LAUTERIO, MATTHEW	533
V387382	2,247.06	.00	MARTINEZ, MARCO	215
V387383	4,380.15	.00	MCGEE, MICHAEL	9306
V387384	2,077.18	.00	MILLER, DAVID	3390
V387385	2,611.44	.00	MOJARRO, ANDREW	3082
V387386	3,342.79	.00	MOORE, FRANK	3486
V387387	1,647.84	.00	MYLLES, JOSHUA	279
V387388	1,820.61	.00	PRECIADO, CAMDEN	134
V387389	2,221.77	.00	SANCHEZ, JUAN	4617
V387390	2,164.04	.00	SPEAR, ANTHONY	5011
V387391	3,067.62	.00	STEPHENSON, MARK	5122
V387392	3,200.11	.00	TAVARES, JAMEY	5231
V387393	1,837.44	.00	ALVAREZ, CARLOS	136
V387394	2,403.05	.00	DAHL, TERRY	1084
V387395	2,183.56	.00	DOMINGUEZ, KEVIN	565
V387396	1,130.48	.00	ESPINO, KEVIN	517
V387397	2,383.32	.00	GARCIA ORTEGA, JOSE	1636
V387398	2,024.77	.00	GRIMES, DAVID	1881
V387399	1,883.98	.00	GUZMAN, KEVIN	132
V387400	2,228.52	.00	KOSS, MICHAEL	2718
V387401	3,011.73	.00	MARTINEZ, GABRIEL	3139
V387402	2,480.78	.00	MELLADO, KIM	3289
V387403	2,677.60	.00	MERROW, MATTHEW	3316
V387404	2,226.79	.00	OTTEN, DAVID	3869
V387405	2,348.13	.00	PERKINS, CUMARI	454
V387406	3,427.62	.00	PORTER, JEFFREY	4174
V387407	2,728.21	.00	RODRIGUEZ, EDWARD	4479
V387408	1,867.02	.00	RUIZ, ALEJANDRO	416
V387409	1,911.31	.00	TORRES, SALVADOR	234
V387410	2,170.06	.00	WELLS, ANTHONY	5610
V387411	1,130.48	.00	YANEZ, ANDREW	521
V387412	897.64	.00	AVERELL, ANDREW	349
V387413	2,619.55	.00	CAMPIZTA, ADAM	225
V387414	2,335.20	.00	DE LA CRUZ, RICARDO	558
V387415	3,042.21	.00	MACIAS, RAYMOND	2998
V387416	2,515.21	.00	WEAR, JOHN	5606
V387417	2,111.20	.00	ALARCON, ALEXANDER	485
V387418	9,427.94	.00	BOX, JAMES	576
V387419	2,087.20	.00	CHAVEZ, ARIANA	788
V387420	1,839.99	.00	CONTRERAS, SAUL	95
V387421	3,419.68	.00	KURATA, DALE	2749
V387422	2,078.40	.00	MANCILLA, JSSICA	451
V387423	2,513.90	.00	MARTINEZ, SERENA	3147
V387424	1,974.72	.00	MOMPELLER, JUSTICE	443
V387425	768.94	.00	SANCHEZ, CHRISTOPHER	236
V387426	3,284.49	.00	SAUCEDA, MARK	4642
V387427	664.95	.00	ALVARADO, ADRIAN	89
V387428	156.82	.00	AMESCUA, MICHAEL	542
V387429	422.55	.00	BAHENA, PEDRO	148
V387430	648.66	.00	BAKER, JAMISON	465
V387431	182.95	.00	BRAMASCO, EMELY ROSALEE	612
V387432	496.59	.00	CARVENTE, GIANJAVIER	334

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387433	690.20	.00	CISNEROS, MICHELLE	812
V387434	742.44	.00	DURGIN, JAYLIND	186
V387435	304.93	.00	ESCAMILLA PATRICIO, DANIELLE	534
V387436	113.26	.00	FERNANDEZ, GISSEL	330
V387437	348.48	.00	GARCIA, MICHELE	171
V387438	557.57	.00	GONZALEZ, ISAAC	294
V387439	589.96	.00	GRANADOS, REGINA	145
V387440	620.32	.00	GUERRA, ATHZIRI	141
V387441	845.80	.00	GUERRA, ROCCO	44
V387442	1,049.47	.00	GUILLEN, JAYDEN	339
V387443	974.24	.00	GUTIERREZ, MICHELLE	1925
V387444	1,147.06	.00	HERNANDEZ, KATE	2091
V387445	413.83	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V387446	1,126.35	.00	HOLLOWAY, ELIZABETH	2185
V387447	104.54	.00	LEWIS, ALEC	266
V387448	667.43	.00	MAGANA, ADAM	173
V387449	683.86	.00	MAY, REBECCA	3
V387450	750.42	.00	MOLINA, LILLY	611
V387451	1,263.48	.00	MORENO, ANDREW	161
V387452	609.53	.00	NGHIEM, NATALIE	249
V387453	691.50	.00	NGUYEN, KEVIN	299
V387454	483.52	.00	NGUYEN, TIFFANIE	609
V387455	640.84	.00	OCHOA, ALAN	192
V387456	367.77	.00	ONTIVEROS, IZABELLA	3864
V387457	148.10	.00	OYADELE, AYOMIDE	618
V387458	746.26	.00	RAY, SABRINA	286
V387459	1,297.68	.00	RIVERA GOMEZ, YAMILEX	4432
V387460	636.92	.00	RODRIGUEZ, KAREN	538
V387461	644.75	.00	RODRIGUEZ, MIKAYLA	295
V387462	17.42	.00	ROQUE, KATRINA	38
V387463	638.39	.00	RUIZ, LUIS	527
V387464	972.34	.00	RUSSELL, JEFFREY	150
V387465	795.87	.00	SANCHEZ, NATHAN	504
V387466	487.88	.00	SHRESTHA, SALIS	610
V387467	17.42	.00	SINGH, JAKOB	45
V387468	17.42	.00	SOLIMAN, MARSEL	322
V387469	1,176.73	.00	SOLTERO, JESSE	177
V387470	769.15	.00	SORIA, NOAH	5004
V387471	775.28	.00	STRICKLER, LINDA	5135
V387472	461.74	.00	TAPIA, ANGELICA	306
V387473	696.65	.00	THANKESWARAN, HASHMITHAA	543
V387474	1,159.43	.00	THOMSEN, MATTHEW	194
V387475	2,653.81	.00	VAN SICKLE, MICHELLE	2076
V387476	874.55	.00	VAZQUEZ, OSCAR	152
V387477	453.03	.00	VELOZ, SABRINA	146
V387478	156.82	.00	VILLANUEVA, SAMANI	80
V387479	582.12	.00	WEBER, ISABELLA	614
V387480	776.79	.00	WONGSUPHAKPHAN, BRIANNA	337
V387481	1,165.63	.00	AGUILERA, CIENNA	617
V387482	1,320.66	.00	AHANYA, PRISHA	208
V387483	369.34	.00	ARMENTA, JESSICA	599
V387484	245.65	.00	BARNES, JOSIAH	619
V387485	1,975.09	.00	BUENROSTRO, ADRIAN	598
V387486	1,042.05	.00	CATAN, KYLIE ROSE	185
V387487	1,404.13	.00	CLOCK, AUDREY	201
V387488	1,459.47	.00	CROCKETT, ALLISON	199

SELECTION CRITERIA: checkhis.pay_run='NA1'
ALL CHECKS

V387489	833.12	.00	DIXON, DAVONNE	563
V387490	1,257.42	.00	GALLEGOS, INARI	572
V387491	1,047.56	.00	GLYNN, FIONA	115
V387492	351.14	.00	GODFREY, RILEY	4
V387493	1,562.93	.00	GONZALEZ, EMBERLY	204
V387494	275.13	.00	HILLIARD, AMAYA	616
V387495	1,544.34	.00	MAYA, GALILEA	324
V387496	245.65	.00	NGUYEN, DARREN	603
V387497	1,487.01	.00	PEDROZA, ANGELINE	325
V387498	1,561.77	.00	POTTER, ALEXANDRA	564
V387499	245.65	.00	QUINTERO-GUAN, SEAN	601
V387500	1,156.53	.00	ROMERO, SYDNEY	14
V387501	1,202.88	.00	SALO, SAVANNAH	602
V387502	1,580.98	.00	SINGH, YASHPREET	48
V387503	1,504.07	.00	SMITH, JOHN	210
V387504	245.65	.00	TAKEUCHI, AIRA	214
V387505	1,297.80	.00	TORRES, INEZ	296
V387506	275.13	.00	VACA, SARAH	311
V387507	905.70	.00	AGUILAR, KALVIN	23
V387508	104.54	.00	BARTOLO, BRYAN	338
V387509	929.07	.00	CABUSAO, NINA MARINELLA	729
V387510	962.91	.00	CERVANTES, BRIANA	757
V387511	902.94	.00	CHOATE, RACHAEL	511
V387512	970.51	.00	CORRALES, ISAAC	474
V387513	2,803.67	.00	DAVIS, TANIKKA	1082
V387514	606.53	.00	DELGADO, ISABEL	502
V387515	175.76	.00	GONZALES, STACI	484
V387516	1,805.72	.00	GRACIA, TONY	622
V387517	773.66	.00	HONG, YI	2189
V387518	2,831.57	.00	HURTADO, MARIA	353
V387519	1,016.17	.00	LARIZ RUBALCAVA, CARLOS	429
V387520	522.72	.00	LIZARRAGA, ERIK	483
V387521	1,962.12	.00	LOZANO, WILFREDO	621
V387522	2,321.39	.00	MARQUEZ PINEDO, ANALISA	3118
V387523	1,018.00	.00	MEGGINSON, MARK	562
V387524	470.91	.00	MENDOZA, GISELLE	522
V387525	522.72	.00	MORISON, MATTHEW	243
V387526	2,515.64	.00	NIELSEN, ROSEMARY	3760
V387527	867.82	.00	ORTIZ, YAHAIRA	241
V387528	658.40	.00	ROJAS, ASHLEY	473
V387529	776.79	.00	RUIZ, GIANCARLO	466
V387530	785.59	.00	SANCHEZ, LORETTA	462
V387531	444.31	.00	SINGH, YASMINE	479
V387532	746.47	.00	SOSA, ELIANNA	341
V387533	184.67	.00	VALDEZ, NATALIA	46
V387534	474.97	.00	VEGA-MATA, PEDRO	278
V387535	889.95	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 433 1,099,076.60 .00

TOTAL
CHECKS: 433 1,099,076.60 .00

June 24, 2025
CONSENT CALENDAR
Item No. 4B.

City Council Agenda Report

TREASURER'S REPORT FOR THE MONTH OF MAY 2025

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 25, 2025, requires the City Treasurer to submit a detailed investment report to the City Council. Attached for review are the Treasurer's Investment Reports for the month of May 2025. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf
Treasurers Report Att2of4.pdf
Treasurers Report Att3of4.pdf
Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending May 31, 2025

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	12,645,840.57	-	12,645,840.57
Union Bank - Outstanding checks	(176,966.21)	-	(176,966.21)
Union Bank - Outstanding deposits	429,986.42	-	429,986.42
	12,898,860.78	-	12,898,860.78
Local Agency Investment Fund	33,036,529.42	-	33,036,529.42
Governmental Agency Securities	25,179,373.55	-	25,179,373.55
CMBS	6,339,687.51	-	6,339,687.51
Money Market Mutual	230,676.02	1,358,187.78	1,588,863.80
Supranational	3,383,135.00	-	3,383,135.00
Corporate	26,123,915.35	-	26,123,915.35
U S Treasury	44,025,552.76	-	44,025,552.76
Payables/Receivable	1,528,976.96	-	1,528,976.96
	139,847,846.57	1,358,187.78	141,206,034.35
Total	152,746,707.35	1,358,187.78	154,104,895.13

Fund Description	Cash Balance
11 - General Fund	73,566,737.34
12 - Economic Development Fund	8,188,909.22
13 - Measure R	7,022.64
17 - Opioid Settlement Fund	578,989.49
18 - Local Law Enforcement Fund	77,683.15
20 - Asset Forfeiture Fund	611,029.16
21 - Capital Project Fund	(73,685.79)
22 - Prop 172 PD Augment Fund	62,888.78
23 - State Law Enf Supp Fund	11,921.89
24 - State Gas Tax Fund	7,688,810.22
25 - Measure M2	3,252,021.66
28 - HOME Deferred Loan Fund	1,235,293.52
29 - Economic Development Fund (CDBG)	464,701.12
30 - State OCATT Fund	(114,119.31)
31 - Calhome Program	1,401,440.16
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	84,142.65
40 - AB 2766 (AQMD) Fund	459,342.01
52 - Water Enterprise Fund	35,088,689.86
53 - Wastewater Enterprise Fund	(1,099,824.28)
54 - Water Impact Fund	540.00
55 - Sewer Impact Fund	480.00
62 - Workers' Comp Self-Ins Fund	5,113,794.67
63 - Public Liab Self-Ins Fund	686,993.24
65 - Accrued Leave Fund	484,349.46
71 - Equip Maint & Replacement Fund	8,412,783.12
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	2,010,865.30
77 - Gov't Buildings Maintenance Fund	474,097.10
96 - Tourism & Marketing Dist	428,564.92
97 - Successor Fund to RDA	3,298,888.48
98 - Housing Successor Fund	1,701,545.35
Total Cash	154,104,895.13

* All investments are made in accordance with the City's adopted investment policy.
* The City has sufficient resources to meet expenditures for the next six (6) months.

PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of May 31, 2025

Portfolio Characteristics

Average Modified Duration	2.13
Average Coupon	3.24%
Average Purchase YTM	3.69%
Average Market YTM	4.08%
Average Credit Quality*	AA+
Average Final Maturity	2.36
Average Life	2.19

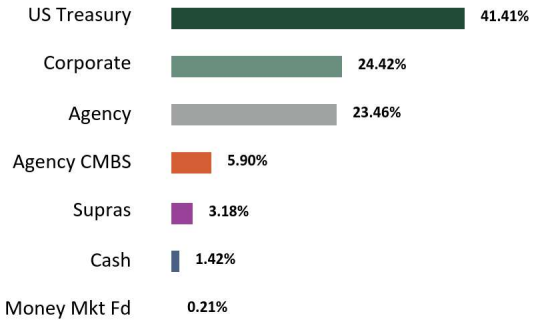
Account Summary

	End Values as of 04/30/2025	End Values as of 05/31/2025
Market Value	108,232,844.38	107,991,305.81
Accrued Interest	776,310.36	840,666.45
Total Market Value	**109,009,154.74**	**108,831,972.26**
Income Earned	325,133.10	306,536.46
Cont/WD	(8,059.78)	(8,094.97)
Par	108,574,067.63	108,789,652.98
Book Value	107,639,885.67	107,900,225.86
Cost Value	106,599,667.35	106,811,317.15

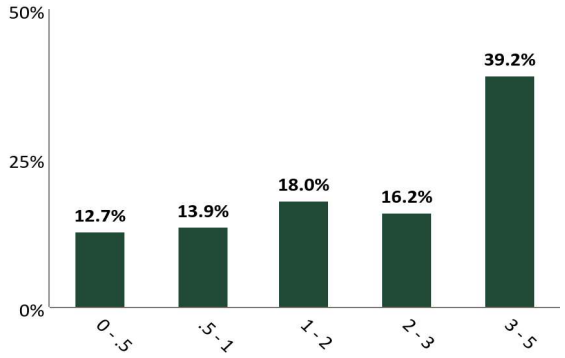
Top Issuers

Government of The United States	41.41%
Farm Credit System	10.47%
Federal Home Loan Banks	7.21%
FHLMC	5.90%
FNMA	3.21%
Federal Home Loan Mortgage Corp	2.57%
Inter-American Development Bank	1.80%
BlackRock, Inc.	1.39%

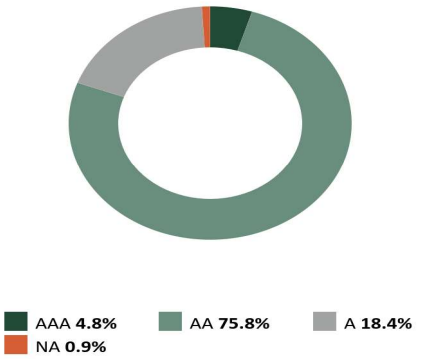
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	(0.16%)	1.16%	2.52%	5.86%	4.73%	3.36%	1.39%	1.79%	2.40%
Benchmark Return	(0.23%)	1.11%	2.43%	5.77%	4.53%	3.13%	1.18%	1.63%	2.22%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-5 Year US Treasury Index Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	5.9	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.5	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.4	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	23.5	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.5	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.2	Compliant	
Max % Issuer (MV)	20.0	0.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.2	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	41.4	Compliant	
Max % Issuer (BV)	100.0	41.6	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of May 31, 2025

Maturities / Calls

Month to Date	**(3,250,000.00)**
Fiscal Year to Date	**(23,195,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**4,943,811.11**
Fiscal Year to Date	**49,177,847.64**

Sales

Month to Date	**(2,999,111.10)**
Fiscal Year to Date	**(22,726,612.86)**

Interest Received

Month to Date	**204,101.33**
Fiscal Year to Date	**2,960,699.45**

Purchased / Sold Interest

Month to Date	**(1,306.35)**
Fiscal Year to Date	**(116,774.76)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	107,639,885.67	104,770,238.43
Maturities/Calls	(3,250,000.00)	(23,195,000.00)
Principal Paydowns	0.00	0.00
Purchases	4,943,811.11	49,177,847.64
Sales	(2,999,111.10)	(22,726,612.86)
Change in Cash, Payables, Receivables	1,526,254.79	(518,150.91)
Amortization/Accretion	39,385.39	391,903.56
Realized Gain (Loss)	0.00	0.00
Ending Book Value	107,900,225.86	107,900,225.86

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	108,232,844.38	102,733,539.43
Maturities/Calls	(3,250,000.00)	(23,195,000.00)
Principal Paydowns	0.00	0.00
Purchases	4,943,811.11	49,177,847.64
Sales	(2,999,111.10)	(22,726,612.86)
Change in Cash, Payables, Receivables	1,526,254.79	(518,150.91)
Amortization/Accretion	39,385.39	391,903.56
Change in Net Unrealized Gain (Loss)	(501,878.75)	2,127,778.95
Realized Gain (Loss)	0.00	0.00
Ending Market Value	107,991,305.81	107,991,305.81

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,990.05	99.84 4.44%	1,397,698.97 3,188.89	1.29% (2,291.08)	Aa1/AA+ AA+	0.05 0.04
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,299,898.39	99.48 4.25%	1,293,181.03 1,760.42	1.20% (6,717.36)	Aa1/AA+ AA+	0.14 0.14
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 999,666.91	99.08 4.40%	990,797.93 1,000.00	0.92% (8,868.98)	Aa1/AA+ AA+	0.24 0.23
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,499,546.60	98.79 4.34%	1,481,870.15 1,062.50	1.37% (17,676.45)	Aa1/AA+ AA+	0.31 0.30
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,914.19	98.36 4.39%	1,081,933.85 366.67	1.00% (17,980.34)	Aa1/AA+ AA+	0.44 0.42
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 895,854.07	100.10 4.31%	895,870.21 18,906.88	0.83% 16.14	Aa1/AA+ AA+	0.53 0.51
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,996,671.45	99.89 4.27%	1,997,876.84 21,770.83	1.85% 1,205.39	Aa1/AA+ AA+	0.74 0.71
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,235.30	99.92 4.23%	999,163.73 8,937.50	0.93% (71.57)	Aa1/AA+ AA+	0.78 0.75
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,001,667.21	99.75 4.28%	1,994,966.42 7,333.33	1.85% (6,700.79)	Aa1/AA+ AA+	0.91 0.88
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,328.44	100.60 4.15%	1,005,971.73 22,298.61	0.93% 6,643.29	Aa1/AA+ AA+	1.03 0.97
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,407.58	101.14 3.98%	1,011,409.98 16,805.56	0.94% 12,002.40	Aa1/AA+ AA+	1.16 1.10
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,010,095.76	101.19 4.01%	2,023,735.10 43,680.56	1.87% 13,639.34	Aa1/AA+ AA+	2.03 1.88
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,594,319.59	101.46 3.89%	1,623,407.70 16,138.89	1.50% 29,088.11	Aa1/AA+ AA+	3.27 2.99
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,491,777.59	102.01 3.99%	2,550,353.38 5,781.25	2.36% 58,575.79	Aa1/AA+ AA+	3.45 3.16
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,988,573.46	99.25 4.10%	1,985,022.50 28,631.94	1.84% (3,550.96)	Aa1/AA+ AA+	3.64 3.30

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,732,816.93	101.06 4.07%	1,768,569.15 10,846.35	1.64% 35,752.21	Aa1/AA+ AA+	3.86 3.50
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,205,372.78	102.80 3.87%	1,233,565.13 26,670.83	1.14% 28,192.34	Aa1/AA+ AA+	4.02 3.57
Total Agency		**25,245,000.00**	**3.46%**	**25,179,373.55** **25,214,136.32**	**100.37** **4.16%**	**25,335,393.79** **235,181.01**	**23.46%** **121,257.47**		**1.79** **1.65**
AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 975,967.89	97.88 4.20%	978,847.90 2,703.33	0.91% 2,880.02	Aaa/AA+ AA+	2.24 2.05
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 981,640.12	98.45 4.24%	984,518.90 3,150.00	0.91% 2,878.78	Aaa/AA+ AA+	3.40 3.08
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 981,564.47	98.14 4.22%	981,370.20 3,075.00	0.91% (194.27)	Aaa/AA+ AA+	3.65 3.28
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 983,600.36	96.59 4.24%	965,921.80 2,748.33	0.89% (17,678.56)	Aa1/AA+ AAA	3.90 3.52
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 946,325.04	95.39 4.26%	953,913.50 2,500.00	0.88% 7,588.46	Aa1/AA+ AAA	4.32 3.61
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,755.44	100.36 4.29%	1,505,339.70 5,515.00	1.39% 6,584.26	Aaa/AA+ AA+	4.82 3.98
Total Agency CMBS		**6,500,000.00**	**4.28%**	**6,339,687.51** **6,367,853.32**	**98.03** **4.24%**	**6,369,912.00** **19,691.67**	**5.90%** **2,058.68**		**3.81** **3.31**
CASH									
CCYUSD	Receivable	1,528,976.96	-- 0.00%	1,528,976.96 1,528,976.96	1.00 0.00%	1,528,976.96 0.00	1.42% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,528,976.96**	**0.00%**	**1,528,976.96** **1,528,976.96**	**1.00** **0.00%**	**1,528,976.96** **0.00**	**1.42%** **0.00**		**0.00** **0.00**
CORPORATE									
78015K7H1YANK	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 750,037.04	99.93 4.32%	749,468.33 4,096.88	0.69% (568.71)	A1/A AA-	0.03 0.02
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 999,552.16	98.94 4.64%	989,425.76 1,666.67	0.92% (10,126.40)	A2/A- AA-	0.28 0.27

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,141.90	100.44 4.37%	1,004,388.92 3,150.00	0.93% 4,247.02	A1/A+ A+	0.45 0.43
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 989,056.42	99.03 4.44%	990,256.57 2,605.56	0.92% 1,200.15	A2/A A	0.92 0.89
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,562.35	101.28 4.42%	1,012,784.65 15,810.50	0.94% 12,222.30	Aa2/A+ AA	1.22 1.07
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,603.44	101.98 4.41%	1,019,828.92 5,065.06	0.94% 20,225.48	Aa3/A+ AA-	1.42 1.26
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 496,402.39	97.14 3.97%	485,718.94 2,427.78	0.45% (10,683.45)	Aa2/AA A+	1.79 1.72
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 747,964.84	98.43 4.12%	738,207.82 5,066.67	0.68% (9,757.02)	Aa3/AA- NA	1.79 1.70
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,916.02	101.20 4.29%	1,011,951.36 10,124.69	0.94% 12,035.34	Aa3/A AA-	1.80 1.61
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 497,530.65	98.64 4.06%	493,214.39 2,200.00	0.46% (4,316.26)	A1/AA AA-	1.87 1.78
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 751,090.48	99.68 4.17%	747,620.28 1,750.00	0.69% (3,470.20)	A2/A+ A+	1.94 1.84
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,508.29	99.79 4.04%	748,437.59 6,747.92	0.69% (2,070.70)	Aa2/AA AA	2.28 2.13
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 722,980.80	96.58 4.49%	724,357.26 2,827.08	0.67% 1,376.46	A2/A+ A	2.38 2.25
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 975,404.15	97.76 3.97%	977,568.96 1,500.00	0.91% 2,164.81	Aaa/AA+ NA	2.45 2.33
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 503,521.61	101.17 4.12%	505,825.95 9,008.33	0.47% 2,304.33	A1/A+ NA	2.61 2.39
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 983,341.47	98.80 4.07%	987,996.97 10,300.00	0.91% 4,655.50	A1/A+ NA	2.72 2.53
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,008,278.76	102.00 4.10%	1,020,016.91 11,104.17	0.94% 11,738.15	Aa3/A+ NA	2.77 2.47
90331HPS6	US BANK NA 4.73 05/15/2028	1,250,000.00	05/12/2025 4.86%	1,250,475.00 1,250,467.43	100.10 4.87%	1,251,193.79 2,627.78	1.16% 726.36	A2/A+ A+	2.96 1.84
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,550.32	99.98 4.06%	999,775.73 1,575.00	0.93% 225.41	Aa3/A+ NA	2.96 2.76
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,503.04	102.09 4.22%	546,203.20 10,078.06	0.51% 11,700.16	A1/A A+	3.12 2.82

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,278.58	100.77 4.27%	1,259,664.81 17,500.00	1.17% 11,386.23	Aa3/A+ NA	3.70 3.25
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,508.58	101.99 4.27%	1,274,841.74 15,998.26	1.18% 23,333.16	A1/AA- NA	3.74 3.28
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,499.08	101.76 4.33%	1,271,983.46 15,829.86	1.18% 20,484.39	A2/A A+	3.74 3.35
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,297.55	101.58 4.24%	761,880.59 7,539.58	0.71% 10,583.04	Aa3/AA- NA	3.79 3.34
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 745,713.95	101.91 4.33%	764,301.82 17,177.08	0.71% 18,587.87	A1/A A+	4.03 3.55
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,499.25	101.51 4.34%	1,268,920.64 25,729.17	1.18% 21,421.39	A2/A A	4.07 3.53
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 756,402.75	101.19 4.85%	758,893.19 13,365.33	0.70% 2,490.45	A1/A AA-	4.65 3.24
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	02/07/2025 4.92%	1,001,400.00 1,001,313.28	101.28 4.64%	1,012,795.34 15,675.00	0.94% 11,482.06	A2/NA A	4.69 4.01
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	1,000,000.00	05/01/2025 4.14%	1,002,580.00 1,002,536.88	99.55 4.30%	995,544.63 3,383.33	0.92% (6,992.25)	Aa3/A+ NA	4.92 4.38
Total Corporate		**26,285,000.00**	**4.36%**	**26,123,915.35** **26,216,463.45**	**100.36** **4.32%**	**26,373,068.50** **241,929.76**	**24.42%** **156,605.05**		**2.66** **2.33**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	230,676.02	-- 4.18%	230,676.02 230,676.02	1.00 4.18%	230,676.02 0.00	0.21% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**230,676.02**	**4.18%**	**230,676.02** **230,676.02**	**1.00** **4.18%**	**230,676.02** **0.00**	**0.21%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,471,223.80	98.74 3.93%	1,481,084.45 20,270.83	1.37% 9,860.64	Aaa/AAA NA	3.11 2.88

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,950,416.87	97.46 3.95%	1,949,239.40 12,673.61	1.80% (1,177.47)	Aaa/AAA NA	3.30 3.07
Total Supranational		**3,500,000.00**	**4.06%**	**3,383,135.00 3,421,640.67**	**98.01 3.94%**	**3,430,323.85 32,944.44**	**3.18% 8,683.17**		**3.22 2.99**
US TREASURY									
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,995,187.46	99.74 4.37%	1,994,804.68 18,301.11	1.85% (382.78)	Aa1/AA+ AA+	0.21 0.20
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 998,972.36	98.34 4.37%	983,398.44 217.39	0.91% (15,573.92)	Aa1/AA+ AA+	0.42 0.40
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,249,180.12	97.79 4.29%	1,222,351.08 1,968.23	1.13% (26,829.05)	Aa1/AA+ AA+	0.59 0.56
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,246,123.04	97.46 4.30%	1,218,273.93 1,566.82	1.13% (27,849.12)	Aa1/AA+ AA+	0.67 0.65
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,498,283.14	99.81 4.26%	1,497,210.93 17,569.06	1.39% (1,072.21)	Aa1/AA+ AA+	0.71 0.68
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,497,763.20	97.23 4.19%	1,458,375.00 1,905.74	1.35% (39,388.20)	Aa1/AA+ AA+	0.83 0.81
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,289,042.52	98.39 4.19%	1,279,067.97 2,684.78	1.18% (9,974.55)	Aa1/AA+ AA+	0.91 0.89
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,469,099.87	96.70 4.18%	1,450,441.41 30.74	1.34% (18,658.46)	Aa1/AA+ AA+	1.00 0.97
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,001,696.00	99.98 4.14%	999,804.69 19,038.46	0.93% (1,891.31)	Aa1/AA+ AA+	1.04 0.99
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,461,989.43	96.08 4.11%	1,441,171.88 3,133.63	1.33% (20,817.56)	Aa1/AA+ AA+	1.17 1.13
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,555,453.90	96.99 4.08%	1,551,875.01 7,027.62	1.44% (3,578.89)	Aa1/AA+ AA+	1.21 1.17
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 976,746.24	95.93 4.05%	959,335.94 1,482.24	0.89% (17,410.30)	Aa1/AA+ AA+	1.33 1.29
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 979,204.68	96.04 4.01%	960,351.56 34.15	0.89% (18,853.12)	Aa1/AA+ AA+	1.50 1.46
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,462,257.06	95.84 3.99%	1,437,656.25 7,872.93	1.33% (24,600.81)	Aa1/AA+ AA+	1.59 1.53

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,463,222.33	96.05 3.98%	1,440,703.13 7,520.72	1.33% (22,519.21)	Aa1/AA+ AA+	1.67 1.61
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,655,001.06	97.20 3.96%	1,652,386.72 11,200.28	1.53% (2,614.33)	Aa1/AA+ AA+	1.71 1.64
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,491,430.80	97.86 3.93%	1,467,832.04 3,586.96	1.36% (23,598.77)	Aa1/AA+ AA+	1.91 1.83
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,467,492.69	98.38 3.89%	1,475,625.00 11,846.13	1.37% 8,132.31	Aa1/AA+ AA+	2.25 2.13
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,104,979.13	96.21 3.89%	1,106,380.86 1,195.31	1.02% 1,401.73	Aa1/AA+ AA+	2.46 2.35
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,968,809.18	99.07 3.87%	1,981,406.24 23,397.79	1.83% 12,597.06	Aa1/AA+ AA+	2.67 2.49
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,988,969.82	99.38 3.86%	1,987,500.00 12,281.42	1.84% (1,469.82)	Aa1/AA+ AA+	2.84 2.65
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	750,000.00	05/01/2025 3.64%	752,314.45 752,250.10	99.68 3.87%	747,597.66 3,611.68	0.69% (4,652.44)	Aa1/AA+ AA+	2.88 2.68
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,495,122.66	100.39 3.86%	1,505,859.38 25,193.37	1.39% 10,736.71	Aa1/AA+ AA+	3.08 2.82
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,682,632.17	96.98 3.89%	1,697,158.21 14,732.39	1.57% 14,526.03	Aa1/AA+ AA+	3.21 3.00
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 948,858.55	95.71 3.92%	957,148.44 75.14	0.89% 8,289.89	Aa1/AA+ AA+	4.00 3.73
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,023,221.58	100.27 3.93%	2,005,312.50 26,740.33	1.86% (17,909.08)	Aa1/AA+ AA+	4.17 3.75
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,975,186.67	96.86 3.94%	1,937,109.38 15,794.84	1.79% (38,077.29)	Aa1/AA+ AA+	4.25 3.90
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,484,953.10	100.72 3.94%	1,510,839.84 5,380.43	1.40% 25,886.74	Aa1/AA+ AA+	4.42 3.99
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,623.98	101.75 3.95%	1,526,250.00 27,555.25	1.41% 26,626.02	Aa1/AA+ AA+	4.59 4.05
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,245,553.17	101.23 3.96%	1,265,429.69 17,757.25	1.17% 19,876.52	Aa1/AA+ AA+	4.67 4.14
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,992,173.08	100.21 3.95%	2,004,296.88 20,217.39	1.86% 12,123.80	Aa1/AA+ AA+	4.75 4.24
Total US Treasury		**45,500,000.00**	**3.44%**	**44,025,552.76** **44,920,479.12**	**98.32** **4.03%**	**44,722,954.70** **310,919.58**	**41.41%** **(197,524.41)**		**2.32** **2.14**

City of Buena Park Core | Account #405 | As of May 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				106,811,317.15	97.69	107,991,305.81	100.00%		2.36
Total Portfolio		108,789,652.98	3.69%	107,900,225.86	4.08%	840,666.45	91,079.96		2.13
Total Market Value + Accrued						108,831,972.26			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2025	60934N104	750,000.00	FEDERATED HRMS GV O INST	1.000	4.23%	(750,000.00)	0.00	(750,000.00)	0.00
Purchase	05/01/2025	60934N104	6,937.50	FEDERATED HRMS GV O INST	1.000	4.23%	(6,937.50)	0.00	(6,937.50)	0.00
Purchase	05/02/2025	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030	100.258	4.14%	(1,002,580.00)	0.00	(1,002,580.00)	0.00
Purchase	05/02/2025	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028	100.309	3.64%	(752,314.45)	(1,306.35)	(753,620.80)	0.00
Purchase	05/05/2025	60934N104	16,750.00	FEDERATED HRMS GV O INST	1.000	4.20%	(16,750.00)	0.00	(16,750.00)	0.00
Purchase	05/07/2025	60934N104	2,750.00	FEDERATED HRMS GV O INST	1.000	4.18%	(2,750.00)	0.00	(2,750.00)	0.00
Purchase	05/12/2025	60934N104	7,250.00	FEDERATED HRMS GV O INST	1.000	4.16%	(7,250.00)	0.00	(7,250.00)	0.00
Purchase	05/12/2025	60934N104	1,042,000.00	FEDERATED HRMS GV O INST	1.000	4.16%	(1,042,000.00)	0.00	(1,042,000.00)	0.00
Purchase	05/13/2025	60934N104	72,812.50	FEDERATED HRMS GV O INST	1.000	4.16%	(72,812.50)	0.00	(72,812.50)	0.00
Purchase	05/15/2025	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028	100.038	4.86%	(1,250,475.00)	0.00	(1,250,475.00)	0.00
Purchase	05/19/2025	60934N104	20,250.00	FEDERATED HRMS GV O INST	1.000	4.17%	(20,250.00)	0.00	(20,250.00)	0.00
Purchase	05/27/2025	60934N104	19,691.66	FEDERATED HRMS GV O INST	1.000	4.15%	(19,691.66)	0.00	(19,691.66)	0.00
Total Purchase			**4,938,441.66**				**(4,943,811.11)**	**(1,306.35)**	**(4,945,117.46)**	**0.00**
TOTAL ACQUISITIONS			**4,938,441.66**				**(4,943,811.11)**	**(1,306.35)**	**(4,945,117.46)**	**0.00**
DISPOSITIONS										
Maturity	05/01/2025	06367WB85	(750,000.00)	BANK OF MONTREAL 1.85 05/01/2025	100.000	0.97%	750,000.00	0.00	750,000.00	0.00

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City of Buena Park Core | Account #405 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	05/12/2025	91159HHZ6	(1,000,000.00)	US BANCORP 1.45 05/12/2025	100.000	1.33%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	05/31/2025	912828ZT0	(1,500,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	100.000	0.56%	1,500,000.00	0.00	1,500,000.00	0.00
Total Maturity			**(3,250,000.00)**				**3,250,000.00**	**0.00**	**3,250,000.00**	**0.00**
Sale	05/02/2025	60934N104	(1,753,478.63)	FEDERATED HRMS GV O INST	1.000	4.21%	1,753,478.63	0.00	1,753,478.63	0.00
Sale	05/07/2025	60934N104	(8,094.97)	FEDERATED HRMS GV O INST	1.000	4.18%	8,094.97	0.00	8,094.97	0.00
Sale	05/15/2025	60934N104	(1,237,537.50)	FEDERATED HRMS GV O INST	1.000	4.17%	1,237,537.50	0.00	1,237,537.50	0.00
Total Sale			**(2,999,111.10)**				**2,999,111.10**	**0.00**	**2,999,111.10**	**0.00**
TOTAL DISPOSITIONS			**(6,249,111.10)**				**6,249,111.10**	**0.00**	**6,249,111.10**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	05/07/2025	CCYUSD	(8,094.97)	Cash		0.00%	(8,094.97)	0.00	(8,094.97)	0.00
Total Cash Transfer			**(8,094.97)**				**(8,094.97)**	**0.00**	**(8,094.97)**	**0.00**
Coupon	05/01/2025	3137H9D71	0.00	FHMS K-750 A2 3.0 09/25/2029		4.49%	2,500.00	0.00	2,500.00	0.00
Coupon	05/01/2025	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.42%	2,703.33	0.00	2,703.33	0.00
Coupon	05/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.40%	5,515.00	0.00	5,515.00	0.00
Coupon	05/01/2025	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		4.34%	3,150.00	0.00	3,150.00	0.00
Coupon	05/01/2025	3137FKZZ2	0.00	FHMS K-088 A2 3.69 01/25/2029		4.21%	3,075.00	0.00	3,075.00	0.00
Coupon	05/01/2025	3137FLYV0	0.00	FHMS K-092 A2 3.298 04/25/2029		3.74%	2,748.33	0.00	2,748.33	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	05/01/2025	06367WB85	0.00	BANK OF MONTREAL 1.85 05/01/2025		0.97%	6,937.50	0.00	6,937.50	0.00
Coupon	05/03/2025	00440EAV9	0.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		4.64%	16,750.00	0.00	16,750.00	0.00
Coupon	05/07/2025	3135G06G3	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		0.52%	2,750.00	0.00	2,750.00	0.00
Coupon	05/10/2025	89236TKK0	0.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		5.36%	27,000.00	0.00	27,000.00	0.00
Coupon	05/10/2025	665859AW4	0.00	NORTHERN TRUST CORP 4.0 05/10/2027		3.91%	15,000.00	0.00	15,000.00	0.00
Coupon	05/12/2025	91159HHZ6	0.00	US BANCORP 1.45 05/12/2025		1.33%	7,250.00	0.00	7,250.00	0.00
Coupon	05/13/2025	3133EPC45	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		4.73%	57,812.50	0.00	57,812.50	0.00
Coupon	05/13/2025	037833DK3	0.00	APPLE INC 3.0 11/13/2027		4.12%	15,000.00	0.00	15,000.00	0.00
Coupon	05/15/2025	9128283F5	0.00	UNITED STATES TREASURY 2.25 11/15/2027		4.02%	12,937.50	0.00	12,937.50	0.00
Coupon	05/17/2025	58933YBH7	0.00	MERCK & CO INC 4.05 05/17/2028		4.07%	20,250.00	0.00	20,250.00	0.00
Coupon	05/31/2025	91282CES6	0.00	UNITED STATES TREASURY 2.75 05/31/2029		4.18%	13,750.00	0.00	13,750.00	0.00
Coupon	05/31/2025	91282CCF6	0.00	UNITED STATES TREASURY 0.75 05/31/2026		2.94%	5,625.00	0.00	5,625.00	0.00
Coupon	05/31/2025	91282CDK4	0.00	UNITED STATES TREASURY 1.25 11/30/2026		2.72%	6,250.00	0.00	6,250.00	0.00
Coupon	05/31/2025	912828ZT0	0.00	UNITED STATES TREASURY 0.25 05/31/2025		0.56%	1,875.00	0.00	1,875.00	0.00
Total Coupon			**0.00**				**228,879.16**	**0.00**	**228,879.16**	**0.00**
Dividend	05/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.19%	1,476.96	0.00	1,476.96	0.00
Total Dividend			**0.00**				**1,476.96**	**0.00**	**1,476.96**	**0.00**

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**(8,094.97)**				**222,261.15**	**0.00**	**222,261.15**	**0.00**

INCOME EARNED

City of Buena Park Core | Account #405 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	230,676.02	1,291,345.46 1,938,441.66 (2,999,111.10) 230,676.02	0.00 2,722.17 0.00 2,722.17	0.00 0.00 0.00 2,722.17	2,722.17
CCYUSD	Receivable	1,528,976.96	2,722.17 0.00 0.00 1,528,976.96	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,759,652.98**	**1,294,067.63** **1,938,441.66** **(2,999,111.10)** **1,759,652.98**	**0.00** **2,722.17** **0.00** **2,722.17**	**0.00** **0.00** **0.00** **2,722.17**	**2,722.17**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	988,046.75 0.00 0.00 989,056.42	16,563.89 16,750.00 2,605.56 2,791.67	1,009.68 0.00 1,009.68 3,801.34	3,801.34
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	497,418.24 0.00 0.00 497,530.65	825.00 0.00 2,200.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	974,552.23 0.00 0.00 975,404.15	14,000.00 15,000.00 1,500.00 2,500.00	851.92 0.00 851.92 3,351.92	3,351.92
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	08/12/2021 08/16/2021 0.00	750,000.00 0.00 (750,000.00) 0.00	6,937.50 6,937.50 0.00 0.00	0.00 0.00 0.00 0.00	0.00
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,604.66 0.00 0.00 1,000,562.35	11,205.50 0.00 15,810.50 4,605.00	0.00 (42.31) (42.31) 4,562.69	4,562.69

INCOME EARNED

City of Buena Park Core | Account #405 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	496,231.34 0.00 0.00 496,402.39	1,469.44 0.00 2,427.78 958.33	171.05 0.00 171.05 1,129.39	1,129.39
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	747,868.07 0.00 0.00 747,964.84	3,066.67 0.00 5,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024 07/23/2024 750,000.00	751,327.26 0.00 0.00 751,297.55	4,602.08 0.00 7,539.58 2,937.50	0.00 (29.71) (29.71) 2,907.79	2,907.79
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	1,251,533.07 0.00 0.00 1,251,499.08	10,777.78 0.00 15,829.86 5,052.08	0.00 (34.00) (34.00) 5,018.09	5,018.09
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,543.61 0.00 0.00 1,251,508.58	10,946.18 0.00 15,998.26 5,052.08	0.00 (35.03) (35.03) 5,017.05	5,017.05
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	05/01/2025 05/02/2025 1,000,000.00	0.00 1,002,580.00 0.00 1,002,536.88	0.00 0.00 3,383.33 3,383.33	0.00 (43.12) (43.12) 3,340.21	3,340.21
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,489.51 0.00 0.00 534,503.04	7,871.19 0.00 10,078.06 2,206.88	13.53 0.00 13.53 2,220.40	2,220.40
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024 06/12/2024 750,000.00	745,623.62 0.00 0.00 745,713.95	14,145.83 0.00 17,177.08 3,031.25	90.32 0.00 90.32 3,121.57	3,121.57
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023 06/01/2023 895,000.00	895,990.55 0.00 0.00 895,854.07	15,550.63 0.00 18,906.88 3,356.25	0.00 (136.48) (136.48) 3,219.77	3,219.77

INCOME EARNED

City of Buena Park Core | Account #405 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	999,152.12 0.00 0.00 999,235.30	5,500.00 0.00 8,937.50 3,437.50	83.18 0.00 83.18 3,520.68	3,520.68
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,273.07 0.00 0.00 999,328.44	18,340.28 0.00 22,298.61 3,958.33	55.37 0.00 55.37 4,013.70	4,013.70
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,594,172.23 0.00 0.00 1,594,319.59	10,305.56 0.00 16,138.89 5,833.33	147.36 0.00 147.36 5,980.69	5,980.69
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,205,486.24 0.00 0.00 1,205,372.78	22,045.83 0.00 26,670.83 4,625.00	0.00 (113.46) (113.46) 4,511.54	4,511.54
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,010,518.70 0.00 0.00 2,010,095.76	35,972.22 0.00 43,680.56 7,708.33	0.00 (422.93) (422.93) 7,285.40	7,285.40
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,491,575.45 0.00 0.00 2,491,777.59	53,958.33 57,812.50 5,781.25 9,635.42	202.14 0.00 202.14 9,837.55	9,837.55
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,001,823.36 0.00 0.00 2,001,667.21	666.67 0.00 7,333.33 6,666.67	0.00 (156.14) (156.14) 6,510.52	6,510.52
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,996,289.28 0.00 0.00 1,996,671.45	14,895.83 0.00 21,770.83 6,875.00	382.17 0.00 382.17 7,257.17	7,257.17
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,988,306.53 0.00 0.00 1,988,573.46	22,173.61 0.00 28,631.94 6,458.33	266.94 0.00 266.94 6,725.27	6,725.27

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,364.27 0.00 0.00 999,407.58	12,638.89 0.00 16,805.56 4,166.67	43.31 0.00 43.31 4,209.98	4,209.98
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,732,438.88 0.00 0.00 1,732,816.93	4,466.15 0.00 10,846.35 6,380.21	378.05 0.00 378.05 6,758.26	6,758.26
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,970.78 0.00 0.00 1,399,990.05	2,605.56 0.00 3,188.89 583.33	19.27 0.00 19.27 602.61	602.61
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	999,545.43 0.00 0.00 999,666.91	687.50 0.00 1,000.00 312.50	121.48 0.00 121.48 433.98	433.98
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,897.46 0.00 0.00 1,099,914.19	2,658.33 2,750.00 366.67 458.33	16.73 0.00 16.73 475.06	475.06
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,299,835.40 0.00 0.00 1,299,898.39	1,354.17 0.00 1,760.42 406.25	63.00 0.00 63.00 469.25	469.25
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,499,423.30 0.00 0.00 1,499,546.60	593.75 0.00 1,062.50 468.75	123.29 0.00 123.29 592.04	592.04
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	975,026.04 0.00 0.00 975,967.89	2,703.33 2,703.33 2,703.33 2,703.33	941.84 0.00 941.84 3,645.17	3,645.17
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024 12/12/2024 1,000,000.00	981,172.83 0.00 0.00 981,640.12	3,150.00 3,150.00 3,150.00 3,150.00	467.29 0.00 467.29 3,617.29	3,617.29

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	981,128.21 0.00 0.00 981,564.47	3,075.00 3,075.00 3,075.00 3,075.00	436.26 0.00 436.26 3,511.26	3,511.26
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	983,237.23 0.00 0.00 983,600.36	2,748.33 2,748.33 2,748.33 2,748.33	363.13 0.00 363.13 3,111.46	3,111.46
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	945,253.62 0.00 0.00 946,325.04	2,500.00 2,500.00 2,500.00 2,500.00	1,071.43 0.00 1,071.43 3,571.43	3,571.43
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,733.19 0.00 0.00 1,498,755.44	5,515.00 5,515.00 5,515.00 5,515.00	22.25 0.00 22.25 5,537.25	5,537.25
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,447.04 0.00 0.00 1,247,499.25	20,781.25 0.00 25,729.17 4,947.92	52.20 0.00 52.20 5,000.12	5,000.12
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,949,141.29 0.00 0.00 1,950,416.87	7,465.28 0.00 12,673.61 5,208.33	1,275.58 0.00 1,275.58 6,483.92	6,483.92
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,470,439.23 0.00 0.00 1,471,223.80	15,895.83 0.00 20,270.83 4,375.00	784.58 0.00 784.58 5,159.58	5,159.58
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	756,551.76 0.00 0.00 756,402.75	10,232.83 0.00 13,365.33 3,132.50	0.00 (149.01) (149.01) 2,983.49	2,983.49
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,248,239.02 0.00 0.00 1,248,278.58	12,812.50 0.00 17,500.00 4,687.50	39.56 0.00 39.56 4,727.06	4,727.06

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57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,008,539.84 0.00 0.00 1,008,278.76	7,041.67 0.00 11,104.17 4,062.50	0.00 (261.08) (261.08) 3,801.42	3,801.42
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,537.43 0.00 0.00 999,550.32	18,450.00 20,250.00 1,575.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,579.62 0.00 0.00 999,603.44	163.39 0.00 5,065.06 4,901.67	23.82 0.00 23.82 4,925.49	4,925.49
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025 02/10/2025 1,000,000.00	1,001,337.50 0.00 0.00 1,001,313.28	11,550.00 0.00 15,675.00 4,125.00	0.00 (24.22) (24.22) 4,100.78	4,100.78
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	751,140.34 0.00 0.00 751,090.48	14,250.00 15,000.00 1,750.00 2,500.00	0.00 (49.86) (49.86) 2,450.14	2,450.14
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	503,636.17 0.00 0.00 503,521.61	7,091.67 0.00 9,008.33 1,916.67	0.00 (114.55) (114.55) 1,802.11	1,802.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	982,820.89 0.00 0.00 983,341.47	7,300.00 0.00 10,300.00 3,000.00	520.58 0.00 520.58 3,520.58	3,520.58
78015K7H1YANK	ROYAL BANK OF CANADA 1.15 06/10/2025	05/20/2021 05/24/2021 750,000.00	750,164.61 0.00 0.00 750,037.04	3,378.13 0.00 4,096.88 718.75	0.00 (127.58) (127.58) 591.17	591.17
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,912.05 0.00 0.00 999,916.02	5,963.86 0.00 10,124.69 4,160.83	3.97 0.00 3.97 4,164.81	4,164.81

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	999,416.06 0.00 0.00 999,552.16	1,041.67 0.00 1,666.67 625.00	136.11 0.00 136.11 761.11	761.11
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,169.05 0.00 0.00 1,000,141.90	25,650.00 27,000.00 3,150.00 4,500.00	0.00 (27.15) (27.15) 4,472.85	4,472.85
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,250,000.00	0.00 1,250,475.00 0.00 1,250,467.43	0.00 0.00 2,627.78 2,627.78	0.00 (7.58) (7.58) 2,620.20	2,620.20
91159HHZ6	US BANCORP 1.45 05/12/2025	12/29/2021 12/31/2021 0.00	1,000,000.00 0.00 (1,000,000.00) 0.00	6,806.94 7,250.00 0.00 443.06	0.00 0.00 0.00 443.06	443.06
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,552,315.43 0.00 0.00 1,555,453.90	4,972.38 0.00 7,027.62 2,055.25	3,138.48 0.00 3,138.48 5,193.72	5,193.72
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,103,423.23 0.00 0.00 1,104,979.13	11,936.81 12,937.50 1,195.31 2,196.00	1,555.91 0.00 1,555.91 3,751.91	3,751.91
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,680,848.74 0.00 0.00 1,682,632.17	10,423.86 0.00 14,732.39 4,308.53	1,783.44 0.00 1,783.44 6,091.96	6,091.96
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,288,022.46 0.00 0.00 1,289,042.52	83.90 0.00 2,684.78 2,600.88	1,020.07 0.00 1,020.07 3,620.95	3,620.95
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,652,765.53 0.00 0.00 1,655,001.06	7,924.72 0.00 11,200.28 3,275.55	2,235.52 0.00 2,235.52 5,511.08	5,511.08

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,461,350.24 0.00 0.00 1,463,222.33	5,593.92 0.00 7,520.72 1,926.80	1,872.10 0.00 1,872.10 3,798.89	3,798.89
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	05/26/2021 05/27/2021 0.00	1,499,616.04 0.00 (1,500,000.00) 0.00	1,565.93 0.00 0.00 (1,565.93)	383.96 0.00 383.96 (1,181.98)	(1,181.98)
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	998,762.77 0.00 0.00 998,972.36	6.79 0.00 217.39 210.60	209.59 0.00 209.59 420.18	420.18
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,249,060.80 0.00 0.00 1,249,180.12	1,566.82 0.00 1,968.23 401.42	119.32 0.00 119.32 520.74	520.74
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,245,630.48 0.00 0.00 1,246,123.04	1,165.40 0.00 1,566.82 401.42	492.56 0.00 492.56 893.98	893.98
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,497,534.36 0.00 0.00 1,497,763.20	952.87 0.00 1,905.74 952.87	228.85 0.00 228.85 1,181.72	1,181.72
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,466,468.27 0.00 0.00 1,469,099.87	4,697.80 0.00 30.74 (4,667.06)	2,631.60 0.00 2,631.60 (2,035.46)	(2,035.46)
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,459,216.90 0.00 0.00 1,461,989.43	2,330.80 0.00 3,133.63 802.83	2,772.54 0.00 2,772.54 3,575.37	3,575.37
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	975,262.97 0.00 0.00 976,746.24	741.12 0.00 1,482.24 741.12	1,483.26 0.00 1,483.26 2,224.38	2,224.38

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	978,026.16 0.00 0.00 979,204.68	5,219.78 0.00 34.15 (5,185.63)	1,178.53 0.00 1,178.53 (4,007.10)	(4,007.10)
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,460,232.78 0.00 0.00 1,462,257.06	6,267.27 0.00 7,872.93 1,605.66	2,024.28 0.00 2,024.28 3,629.94	3,629.94
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,491,050.22 0.00 0.00 1,491,430.80	112.09 0.00 3,586.96 3,474.86	380.58 0.00 380.58 3,855.44	3,855.44
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	947,772.67 0.00 0.00 948,858.55	11,483.52 0.00 75.14 (11,408.38)	1,085.88 0.00 1,085.88 (10,322.50)	(10,322.50)
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,993,198.28 0.00 0.00 1,995,187.46	12,948.90 0.00 18,301.11 5,352.21	1,989.18 0.00 1,989.18 7,341.39	7,341.39
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,466,265.25 0.00 0.00 1,467,492.69	7,897.42 0.00 11,846.13 3,948.71	1,227.44 0.00 1,227.44 5,176.15	5,176.15
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,974,691.04 0.00 0.00 1,975,186.67	10,529.89 0.00 15,794.84 5,264.95	495.63 0.00 495.63 5,760.57	5,760.57
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,967,816.46 0.00 0.00 1,968,809.18	17,403.31 0.00 23,397.79 5,994.48	992.73 0.00 992.73 6,987.20	6,987.20
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,498,077.65 0.00 0.00 1,498,283.14	12,430.94 0.00 17,569.06 5,138.12	205.49 0.00 205.49 5,343.61	5,343.61

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,992,033.07 0.00 0.00 1,992,173.08	13,478.26 0.00 20,217.39 6,739.13	140.01 0.00 140.01 6,879.14	6,879.14
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,988,639.12 0.00 0.00 1,988,969.82	6,140.71 0.00 12,281.42 6,140.71	330.69 0.00 330.69 6,471.40	6,471.40
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	1,001,834.73 0.00 0.00 1,001,696.00	15,525.41 0.00 19,038.46 3,513.05	0.00 (138.72) (138.72) 3,374.33	3,374.33
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,494,988.26 0.00 0.00 1,495,122.66	20,055.25 0.00 25,193.37 5,138.12	134.40 0.00 134.40 5,272.52	5,272.52
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,023,694.86 0.00 0.00 2,023,221.58	19,889.50 0.00 26,740.33 6,850.83	0.00 (473.29) (473.29) 6,377.54	6,377.54
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,484,663.91 0.00 0.00 1,484,953.10	168.14 0.00 5,380.43 5,212.30	289.18 0.00 289.18 5,501.48	5,501.48
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,617.02 0.00 0.00 1,499,623.98	21,935.43 0.00 27,555.25 5,619.82	6.96 0.00 6.96 5,626.78	5,626.78
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,245,472.32 0.00 0.00 1,245,553.17	13,207.87 0.00 17,757.25 4,549.38	80.85 0.00 80.85 4,630.23	4,630.23
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	05/01/2025 05/02/2025 750,000.00	0.00 752,314.45 0.00 752,250.10	0.00 (1,306.35) 3,611.68 2,305.33	0.00 (64.35) (64.35) 2,240.98	2,240.98

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	722,013.60 0.00 0.00 722,980.80	983.33 0.00 2,827.08 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,528.02 0.00 0.00 750,508.29	4,279.17 0.00 6,747.92 2,468.75	0.00 (19.72) (19.72) 2,449.03	2,449.03
			106,345,818.04 **3,005,369.45** **(3,250,000.00)** **106,140,572.88**	**776,310.36** **200,072.81** **840,666.45** **264,428.90**	**41,855.67** **(2,470.28)** **39,385.39** **303,814.29**	**303,814.29**
Total Fixed Income		**107,030,000.00**				
			107,639,885.67 **4,943,811.11** **(6,249,111.10)** **107,900,225.86**	**776,310.36** **202,794.98** **840,666.45** **267,151.07**	**41,855.67** **(2,470.28)** **39,385.39** **306,536.46**	**306,536.46**
TOTAL PORTFOLIO		**108,789,652.98**				

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2025							
06/09/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
06/10/2025	Coupon	78015K7H1YANK	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50
06/10/2025	Final Maturity	78015K7H1YANK	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00		750,000.00
06/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
06/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
06/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
06/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/16/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
06/17/2025	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
06/17/2025	Final Maturity	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00		1,400,000.00
06/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
06/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
06/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
06/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
06/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
06/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
06/25/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
06/30/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
06/30/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
06/30/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
06/30/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
June 2025 Total					**2,150,000.00**	**288,422.92**	**2,438,422.92**
JULY 2025							
07/10/2025	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
07/14/2025	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/14/2025	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/18/2025	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/21/2025	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50
07/21/2025	Final Maturity	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00		1,300,000.00
07/23/2025	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
07/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
07/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
07/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
07/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
07/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
07/30/2025	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/31/2025	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2025	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
07/31/2025	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2025	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2025	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
July 2025 Total					**1,300,000.00**	**275,509.17**	**1,575,509.17**
AUGUST 2025							
08/07/2025	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
08/11/2025	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/15/2025	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/15/2025	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/15/2025	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/15/2025	Coupon	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025		31,250.00	31,250.00
08/15/2025	Final Maturity	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00		2,000,000.00
08/15/2025	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
08/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2025	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/25/2025	Coupon	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,875.00	1,875.00
08/25/2025	Final Maturity	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00		1,000,000.00
08/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
08/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
08/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
08/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
08/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/26/2025	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
08/27/2025	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
August 2025 Total					**3,000,000.00**	**339,477.92**	**3,339,477.92**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
09/08/2025	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2025	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2025	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/11/2025	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
09/11/2025	Final Maturity	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00		1,000,000.00
09/15/2025	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/15/2025	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
09/15/2025	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
09/15/2025	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/18/2025	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2025	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
09/23/2025	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
09/23/2025	Final Maturity	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00		1,500,000.00
09/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
09/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
09/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
09/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
09/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
09/30/2025	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
09/30/2025	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2025	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
September 2025 Total					**2,500,000.00**	**353,594.17**	**2,853,594.17**
OCTOBER 2025							
10/10/2025	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
10/14/2025	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/15/2025	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
10/15/2025	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/27/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
10/27/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
10/27/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
10/27/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
10/27/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
10/28/2025	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
10/30/2025	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/31/2025	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
10/31/2025	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
10/31/2025	Final Maturity	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00		1,000,000.00
10/31/2025	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
10/31/2025	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
October 2025 Total					**1,000,000.00**	**229,007.92**	**1,229,007.92**
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		20,883.33	20,883.33
11/07/2025	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/07/2025	Final Maturity	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00		1,100,000.00
11/10/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/10/2025	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/10/2025	Final Maturity	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00		1,000,000.00
11/13/2025	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2025	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/17/2025	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/17/2025	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
11/17/2025	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
11/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
11/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
11/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
11/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
11/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
November 2025 Total					**2,100,000.00**	**237,637.50**	**2,337,637.50**
DECEMBER 2025							
12/01/2025	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/01/2025	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/01/2025	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
12/08/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
12/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
12/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
12/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2025	Final Maturity	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00		895,000.00
12/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/15/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
12/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
12/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
12/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
12/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
12/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
12/31/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2025	Final Maturity	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00		1,250,000.00
12/31/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
12/31/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
12/31/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
December 2025 Total					**2,145,000.00**	**306,235.42**	**2,451,235.42**
JANUARY 2026							
01/12/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/12/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
01/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
01/26/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
01/26/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
01/26/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
01/26/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
01/26/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
01/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
January 2026 Total						**153,227.92**	**153,227.92**
FEBRUARY 2026							
02/02/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
02/02/2026	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
02/02/2026	Final Maturity	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00		1,250,000.00
02/02/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
02/02/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
02/09/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
02/09/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
02/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
02/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
02/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
02/17/2026	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
02/17/2026	Final Maturity	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00		1,500,000.00
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
02/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
02/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
02/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
02/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
02/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
02/26/2026	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
02/26/2026	Final Maturity	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00		2,000,000.00
02/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
February 2026 Total					**4,750,000.00**	**426,196.67**	**5,176,196.67**
MARCH 2026							
03/02/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
03/09/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2026	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2026	Final Maturity	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00		1,000,000.00
03/16/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/16/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
03/16/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
03/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
03/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
03/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
03/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
03/31/2026	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00		1,500,000.00
03/31/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
03/31/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
March 2026 Total					**2,500,000.00**	**347,031.67**	**2,847,031.67**
APRIL 2026							
04/10/2026	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
04/13/2026	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2026	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
04/15/2026	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
04/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
04/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
04/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
04/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
04/28/2026	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/28/2026	Final Maturity	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00		2,000,000.00
04/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
04/30/2026	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2026	Final Maturity	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00		1,300,000.00
04/30/2026	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
04/30/2026	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
April 2026 Total					**3,300,000.00**	**227,757.92**	**3,527,757.92**
Grand Total			**272,105,000.00**		**24,745,000.00**	**3,184,099.17**	**27,929,099.17**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.26%
Average Purchase YTM	4.26%
Average Market YTM	4.26%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

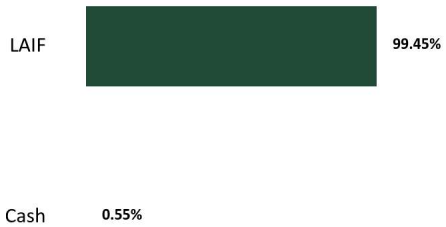
Account Summary

	End Values as of 04/30/2025	End Values as of 05/31/2025
Market Value	24,945,375.57	33,036,529.42
Accrued Interest	0.00	0.00
Total Market Value	**24,945,375.57**	**33,036,529.42**
Income Earned	273,680.15	0.00
Cont/WD	(3,000,000.00)	8,000,000.00
Par	24,945,375.57	33,036,529.42
Book Value	24,945,375.57	33,036,529.42
Cost Value	24,945,375.57	33,036,529.42

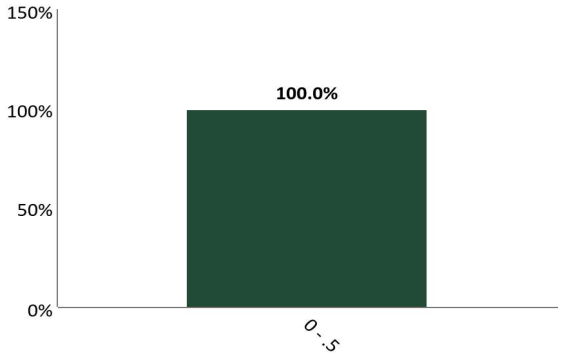
Top Issuers

LAIF	99.45%

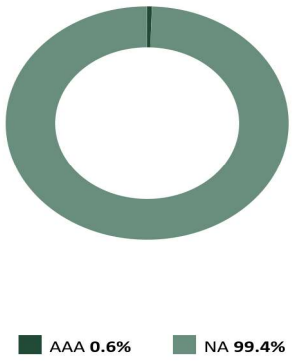
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.36%	1.10%	1.82%	4.62%	4.34%	3.60%	2.35%	1.97%	1.88%
Benchmark Return	0.36%	1.05%	1.74%	4.76%	5.10%	4.44%	2.70%	1.94%	1.64%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**8,000,000.00**
Fiscal Year to Date	**30,095,791.75**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**(29,250,000.00)**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**1,239,585.37**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	24,945,375.57	32,330,170.84
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	8,000,000.00	30,095,791.75
Sales	0.00	(29,250,000.00)
Change in Cash, Payables, Receivables	91,153.85	(139,433.17)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	33,036,529.42	33,036,529.42

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	24,945,375.57	32,330,170.84
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	8,000,000.00	30,095,791.75
Sales	0.00	(29,250,000.00)
Change in Cash, Payables, Receivables	91,153.85	(139,433.17)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	33,036,529.42	33,036,529.42

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	182,763.63	--	182,763.63	1.00	182,763.63	0.55%	Aaa/AAA	0.00
			0.00%	182,763.63	0.00%	0.00	0.00	AAA	0.00
				182,763.63	**1.00**	**182,763.63**	**0.55%**		**0.00**
Total Cash		**182,763.63**	**0.00%**	**182,763.63**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	32,853,765.79	--	32,853,765.79	1.00	32,853,765.79	99.45%	NA/NA	0.00
			4.28%	32,853,765.79	4.28%	0.00	0.00	NA	0.00
				32,853,765.79	**1.00**	**32,853,765.79**	**99.45%**		**0.00**
Total LAIF		**32,853,765.79**	**4.28%**	**32,853,765.79**	**4.28%**	**0.00**	**0.00**		**0.00**
				33,036,529.42	**1.00**	**33,036,529.42**	**100.00%**		**0.00**
Total Portfolio		**33,036,529.42**	**4.26%**	**33,036,529.42**	**4.26%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**33,036,529.42**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/31/2025	90LAIF$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000	4.28%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Purchase	05/31/2025	90LAIF$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000	4.28%	(5,000,000.00)	0.00	(5,000,000.00)	0.00
Total Purchase			**8,000,000.00**				**(8,000,000.00)**	**0.00**	**(8,000,000.00)**	**0.00**
TOTAL ACQUISITIONS			**8,000,000.00**				**(8,000,000.00)**	**0.00**	**(8,000,000.00)**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	05/31/2025	CCYUSD	8,000,000.00	Cash		0.00%	8,000,000.00	0.00	8,000,000.00	0.00
Total Cash Transfer			**8,000,000.00**				**8,000,000.00**	**0.00**	**8,000,000.00**	**0.00**
TOTAL OTHER TRANSACTIONS			**8,000,000.00**				**8,000,000.00**	**0.00**	**8,000,000.00**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	182,763.63	91,609.78 0.00 0.00 182,763.63	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			91,609.78 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**182,763.63**	**182,763.63**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	32,853,765.79	24,853,765.79 8,000,000.00 0.00 32,853,765.79	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			24,853,765.79 **8,000,000.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**32,853,765.79**	**32,853,765.79**	**0.00**	**0.00**	**0.00**
			24,945,375.57 **8,000,000.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**33,036,529.42**	**33,036,529.42**	**0.00**	**0.00**	**0.00**

City of Buena Park Liquid | Account #406 | As of May 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JULY 2025							
07/15/2025	Dividend	90LAIF$00	32,853,765.79	Local Agency Investment Fund State Pool	182,763.63		182,763.63
July 2025 Total					**182,763.63**		**182,763.63**
Grand Total			**32,853,765.79**		**182,763.63**		**182,763.63**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.18%
Average Purchase YTM	4.17%
Average Market YTM	4.17%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

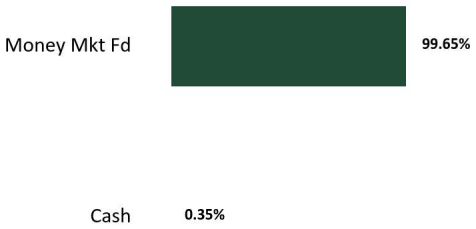
Account Summary

	End Values as of 04/30/2025	End Values as of 05/31/2025
Market Value	1,353,390.81	1,358,187.78
Accrued Interest	0.00	0.00
Total Market Value	**1,353,390.81**	**1,358,187.78**
Income Earned	4,797.33	4,660.87
Cont/WD	0.00	0.00
Par	1,353,390.81	1,358,187.78
Book Value	1,353,390.81	1,358,187.78
Cost Value	1,353,390.81	1,358,187.78

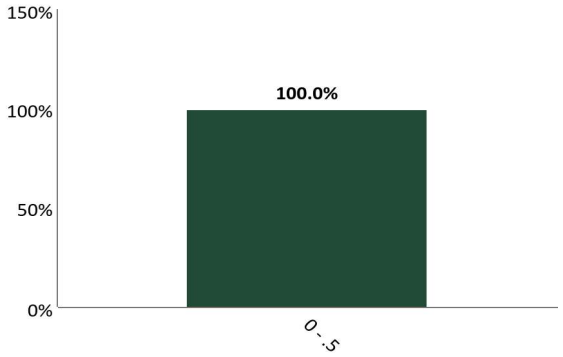
Top Issuers

Federated Hermes, Inc.	99.65%

Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.35%	1.06%	1.75%	4.71%	5.00%	4.32%	2.59%	1.80%	1.56%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED
Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**4,660.87**
Fiscal Year to Date	**56,252.56**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**4,660.87**
Fiscal Year to Date	**56,252.56**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	1,353,390.81	1,302,652.79
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,660.87	56,252.56
Sales	0.00	0.00
Change in Cash, Payables, Receivables	136.10	(717.57)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,358,187.78	1,358,187.78

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	1,353,390.81	1,302,652.79
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,660.87	56,252.56
Sales	0.00	0.00
Change in Cash, Payables, Receivables	136.10	(717.57)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,358,187.78	1,358,187.78

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	4,796.97	-- 0.00%	4,796.97 4,796.97	1.00 0.00%	4,796.97 0.00	0.35% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,796.97**	**0.00%**	**4,796.97** **4,796.97**	**1.00** **0.00%**	**4,796.97** **0.00**	**0.35%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,353,390.81	-- 4.18%	1,353,390.81 1,353,390.81	1.00 4.18%	1,353,390.81 0.00	99.65% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,353,390.81**	**4.18%**	**1,353,390.81** **1,353,390.81**	**1.00** **4.18%**	**1,353,390.81** **0.00**	**99.65%** **0.00**		**0.00** **0.00**
Total Portfolio		**1,358,187.78**	**4.17%**	**1,358,187.78** **1,358,187.78**	**1.00** **4.17%**	**1,358,187.78** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**1,358,187.78**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/02/2025	60934N104	4,660.87	FEDERATED HRMS GV O INST	1.000	4.21%	(4,660.87)	0.00	(4,660.87)	0.00
Total Purchase			**4,660.87**				**(4,660.87)**	**0.00**	**(4,660.87)**	**0.00**
TOTAL ACQUISITIONS			**4,660.87**				**(4,660.87)**	**0.00**	**(4,660.87)**	**0.00**
OTHER TRANSACTIONS										
Dividend	05/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.19%	4,796.97	0.00	4,796.97	0.00
Total Dividend			**0.00**				**4,796.97**	**0.00**	**4,796.97**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**4,796.97**	**0.00**	**4,796.97**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,353,390.81	1,348,729.94 4,660.87 0.00 1,353,390.81	0.00 4,660.87 0.00 4,660.87	0.00 0.00 0.00 4,660.87	4,660.87
CCYUSD	Receivable	4,796.97	4,660.87 0.00 0.00 4,796.97	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,353,390.81 **4,660.87** **0.00**	**0.00** **4,660.87** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,358,187.78**	**1,358,187.78**	**4,660.87**	**4,660.87**	**4,660.87**
			1,353,390.81 **4,660.87** **0.00**	**0.00** **4,660.87** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,358,187.78**	**1,358,187.78**	**4,660.87**	**4,660.87**	**4,660.87**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
Grand Total							

June 24, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

FINAL PAYMENT TO RMS CONSTRUCTION FOR THE WILLIAM PEAK PARK ACCESSIBILITY IMPROVEMENTS PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Assistant Engineer	Jason Tran, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to RMS Construction in the amount of $54,992.50; and, 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On September 24, 2024, the City Council approved a contract with RMS Construction in the amount of $302,408 for the William Peak Park Accessibility Improvements Project. The approved total construction project budget of $335,000 included a $32,592 construction contingency.

DISCUSSION

The William Peak Park Accessibility Improvements includes making improvements to the park to comply with the ADA Standards for Accessible Design. The scope of work for this project includes improvements to the paths of travel, concrete sidewalk, concrete curb ramps, restrooms, parking lots, picnic tables, and drinking fountains.

Contract Dates:

Advertisement:	08/12/2024
Contract Awarded:	08/29/2024
Notice to Proceed:	12/02/2024
Work Completed:	06/12/2025

The contractor has submitted a bill for work completed as of June 12, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $54,992.50. The final contract cost for this project is $308,178.93. This amount is $26,821.07 (or 8%) under the approved construction project budget of $335,000. The total retention is in the amount of $15,408.95 and will be released following the expiration of the 35-day lien period. In lieu of liquidated damages, staff negotiated with the contractor to provide credit for portable restrooms used during the project. An analysis of expenditures is listed in Appendix “A” – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is $308,178.93. It was budgeted for the 2024-2025 Fiscal Year as a Capital Improvement Project (CIP) and will be funded from the Peak Park Pool Building Improvement account (Account No. 32-9806-290164), which includes a budget for these ADA upgrades.

Attachments

Att. 1 of 3 - Appendix A.pdf

Att. 2 of 3 - Contractor's Invoice.PDF

Att. 3 of 3 - Finance Department Memorandum.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

WILLIAM PEAK PARK ACCESSIBILITY IMPROVEMENTS

CONTRACT

Original Construction Contract Amount	$302,408.00
Council Approved Construction Contingency Funds	$32,592.00
Approved Construction Contract Amount	**$335,000.00**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	Hand dryers	$8,183.13
CCO#2	Portable Restrooms	-$2,412.20
Total Contract Adjustments		**$5,770.93**

CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	$253,186.43
Retention Held Previously	-$12,659.32
Less Previous Payments	$240,527.11

Final Payment

Value of Work Done This Period	$54,992.50
Retention Held This Period	-$2,749.63
Total Amount Due This Payment	**$52,242.88**

PROJECT SUMMARY

Original Construction Contract Amount	$302,408.00
Total Construction Contract Adjustment	$5,770.93
Revised Construction Contract	**$308,178.93**
Approved Construction Contract Amount	**$335,000.00**
Amount Under the Approved Construction Contract Amount	**$26,821.07**
Percentage Under the Approved Construction Contract Amount	**8.0%**

WE'VE MOVED!
RMS LIFE SAFETY
1899 FREEMAN AVE
SIGNAL HILL, CA 90755
855-760-1822

Original Invoice

Invoice Number: 2131570
Invoice Date: Apr 30, 2025
Due Date: May 30, 2025

Bill To

City of Buena Park
City Hall
6550 Beach Blvd
Buena Park, CA 90621
Project Number: 269

Job Site

William Peak Park Improvements
7225 El Dorado Dr
Buena Park, CA 90620

Billing Details:

Description		*Amount*
Progress Billing Application No. 6		57,404.70
Progress Billing Application No. 6		(2,412.20)
	Retention	(2,749.63)
	Invoice Total	**$52,242.87**

THANK YOU FOR YOUR BUSINESS!

*If you have questions about this invoice, please email **accounting@rmslifesafety.com**.*

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Buena Park

City Hall
6550 Beach Blvd
Buena Park, CA 90621

PROJECT: William Peak Park Improvements
7225 El Dorado Dr
Buena Park, CA 90620

APPLICATION NO: 6.0
PERIOD TO: Apr 30, 2025
CONTRACT FOR: WILLIAM PEAK PARK ACCESSIBILITY IMPROVEMENTS
CONTRACT DATE: Sep 12, 2024
RMS PROJECT NO: 24-0515

Distribution to:
□ Owner
□ Architect
□ Contractor
□ Field
□ Other

FROM CONTRACTOR: Reliable Monitoring Services
dba RMS Life Safety
dba RMS Construction
1899 Freeman Ave
Signal Hill, CA 90755

CONTRACT/PO #: Project Number: 269

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™ Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM……		$302,408.00
2. NET CHANGE BY CHANGE ORDERS……		$5,770.93
3. CONTRACT SUM TO DATE (*Line 1+2)* ……..		$308,178.93
4. TOTAL COMPLETED AND STORED TO DATE …….		$308,178.93
5. RETAINAGE:		
a. 5.00 % of Completed work *(Columns D + E on G703)* ……..	$15,408.95	
b. 0 % of Stored Material *(Column F on G703)* ……	$ 0.00	
Total Retainage *(Line 5a+5b, or Total in Column I of G703)* ……..		$15,408.95
6. TOTAL EARNED LESS RETAINAGE …….		$292,769.98
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT…….		$240,527.11
8. CURRENT PAYMENT DUE ……..		**$52,242.87**
9. BALANCE TO FINISH, INCLUDING RETAINAGE ……		$15,408.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changed approved in previous months by owner	$8,183.13	$0.00
Total approval this month	$(2,412.20)	$0.00
TOTAL	**$5,770.93**	**$0.00**
NET CHANGES by Change Order	$5,770.93	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Project Manager certifies to the Owner that to the best of the Project Manger's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED…… $52,242.87

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

PROJECT MANAGER:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702™ -1992, Application and Certificate for Payment, or G732™-2009
Application and Certificate for payment, Construction Manager as Adversor Edition,
containing Contractor's signed certification is attached.
In tabulation below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6.0
APPLICATION DATE: Apr 1, 2025
PERIOD TO: Apr 30, 2025
RMS PROJECT NO: 24-0515

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (If Variable rate)
01	Demolish and remove existing concrete as shown on plans	37,758.00	37,758.00	0.00	0.00	37,758.00	100	0.00	1,887.90
02	Remove existing concrete curb	5,089.80	5,089.80	0.00	0.00	5,089.80	100	0.00	254.49
03	Remove existing turf	2,299.20	2,299.20	0.00	0.00	2,299.20	100	0.00	114.96
04	Remove existing drinking fountain	2,025.00	2,025.00	0.00	0.00	2,025.00	100	0.00	101.25
05	Remove and salvage existing picnic	1,710.00	1,710.00	0.00	0.00	1,710.00	100	0.00	85.50
06	Remove existing parking striping from existing accessible parking stalls (x2) as shown on plans and specifications	1,055.00	21.10	1,033.90	0.00	1,055.00	100	0.00	52.75
07	Remove and relocate existing accessible parking sign as shown on plans	1,460.00	29.20	1,430.80	0.00	1,460.00	100	0.00	73.00
08	Remove and salvage existing accessible parking sign	250.00	250.00	0.00	0.00	250.00	100	0.00	12.50
09	Construct new concrete paving as shown on plans	99,858.00	99,858.00	0.00	0.00	99,858.00	100	0.00	4,992.90
10	Re-grade turf as specified on plans and re-plant grass in kind as needed	11,514.00	11,514.00	0.00	0.00	11,514.00	100	0.00	575.70
11	Construct new concrete curb ramp per Caltrans Case A	8,000.00	4,000.00	4,000.00	0.00	8,000.00	100	0.00	400.00
12	Construct new concrete curb ramp per Caltrans Std. Plan A88A Case B	16,000.00	8,000.00	8,000.00	0.00	16,000.00	100	0.00	800.00
13	Construct new concrete curb ramp per Caltrans Std. Plan A88A Case	7,500.00	3,750.00	3,750.00	0.00	7,500.00	100	0.00	375.00

	E								
14	Construct accessible off street parking stall per plans and Caltrans Std. Plan A90B (x2)	3,200.00	64.00	3,136.00	0.00	3,200.00	100	0.00	160.00
15	Install 6-inch white parking lane line to match existing	1,200.00	24.00	1,176.00	0.00	1,200.00	100	0.00	60.00
16	Furnish and install new accessible parking sign	1,300.00	26.00	1,274.00	0.00	1,300.00	100	0.00	65.00
17	Furnish and install accessible path oftravel signage	475.00	9.50	465.50	0.00	475.00	100	0.00	23.75
18	Furnish and install Most Dependable10145 SMSS Hi-Lo drinking fountainwith pet bowl or approved equal perplans	22,300.00	11,150.00	11,150.00	0.00	22,300.00	100	0.00	1,115.00
19	Furnish and install Most Dependable 10145 SMSS Hi-Lo drinking fountain with pet bowl or approved equal per plans (Contractor to consult with City on constructing a drain)	4,900.00	2,450.00	2,450.00	0.00	4,900.00	100	0.00	245.00
20	Furnish and install new accessible picnic table per plans	3,600.00	1,800.00	1,800.00	0.00	3,600.00	100	0.00	180.00
21	Remove existing restroom partition walls and doors. Patch and repair concrete floor to match finish of existing concrete floor	2,745.00	2,745.00	0.00	0.00	2,745.00	100	0.00	137.25
22	Remove existing restroom plumbingfixtures as shown on plans. Adjustplumbing behind wall as needed fornew fixture	7,854.00	7,854.00	0.00	0.00	7,854.00	100	0.00	392.70
23	Remove existing door and replace with new steel door. (Refer to Special Provisions and Exhibit C attached)	10,040.00	5,020.00	5,020.00	0.00	10,040.00	100	0.00	502.00
24	Furnish and install Acorn Model 2100 with manual flush valve toilet as shown	20,160.00	15,120.00	5,040.00	0.00	20,160.00	100	0.00	1,008.00

	per plans								
25	Furnish and install Acorn Model 2158 with manual flush valve urinal as shown per plans	4,400.00	4,400.00	0.00	0.00	4,400.00	100	0.00	220.00
26	Furnish and install Acorn Model ELPS1 sink as shown per plans	12,100.00	11,495.00	605.00	0.00	12,100.00	100	0.00	605.00
27	Furnish and install HDPE floor/ceiling mount partition walls as shown per plans	10,675.00	5,337.50	5,337.50	0.00	10,675.00	100	0.00	533.75
28	Furnish and install Bobrick B-6806 Series grab bars as shown per plans	700.00	84.00	616.00	0.00	700.00	100	0.00	35.00
29	Furnish and install Bobrick B-2892 toilet paper dispenser as shown per plans	2,240.00	1,120.00	1,120.00	0.00	2,240.00	100	0.00	112.00
	CHANGE ORDERS								
CO-001	Install two Murdock 1118-3 Series hand dryers	8,183.13	8,183.13	0.00	0.00	8,183.13	100	0.00	409.16
CO-002	Payment for Portable Restrooms	(2,412.20)	0.00	(2,412.20)	0.00	(2,412.20)	100	0.00	(120.61)
	GRAND TOTAL	**308,178.93**	**253,186.43**	**54,992.50**	**0.00**	**308,178.93**	**100**	**0.00**	**15,408.95**

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: June 24, 2025

TO: Adrian Garcia, Finance Manager

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

SUBJECT: William Peak Park Accessibility Improvements Project

Amount: $54,992.50 Account No.: 32-9806-290164

Purchase Order: 250223

Contractor: RMS Construction
1899 Freeman Ave
Signal hill, CA 90755

Date Warrants are to be Mailed: 07/17/2025

RECOMMENDATION:
It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:
This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of $54,992.50 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A “Notice of Completion” will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

CC: Jason Tran, P.E., Assistant Engineer
Gloria Hernandez, Account Clerk

June 24, 2025
CONSENT CALENDAR
Item No. 4D.

City Council Agenda Report

FINAL PAYMENT TO BRIDGEROCK CONSTRUCTION, INC. FOR THE NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Assistant Engineer	Jason Tran, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to Bridgerock Construction, Inc. in the amount of $113,540; and, 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On February 11, 2025, the City Council approved a contract with Bridgerock Construction, Inc. in the amount of $197,920 for the Navigation Center – Women's Restroom Rehabilitation Project. The approved total construction project budget of $230,000 included a $32,080 construction contingency.

DISCUSSION

The City's Navigation Center houses over 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 restroom and shower area flooring will be repaired and replaced with a seamless epoxy finish. Additionally, new fiberglass-reinforced panels and shower fixtures will be installed.

Contract Dates

Advertisement:	12/18/2024
Contract Awarded:	02/11/2025
Notice to Proceed:	03/24/2025
Work Completed:	06/11/2025

The contractor has submitted a bill for work completed as of June 11, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $113,540. The final contract cost for this project is $229,809.50. This amount is $190.50 (or less than 1%) under the approved construction project budget of $230,000. The total retention is in the amount of $11,490.48 and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix “A” – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is $229,809.50. 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 3 - Appendix A.pdf

Att. 2 of 3 - Contractor's Invoice.pdf

Att. 3 of 3 - Finance Department Memorandum.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION PROJECT

CONTRACT

Original Construction Contract Amount	$197,920.00
Council Approved Construction Contingency Funds	$32,080.00
Approved Construction Contract Amount	**$230,000.00**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	Drywall Ceiling Repair	$9,109.50
CCO#2	Exhaust fans installation (Women's Restroom)	$13,280.00
CCO #3	Exhaust fans installation Men's Restroom)	$9,500.00

Total Contract Adjustments	**$31,889.50**

CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	$116,269.50
Retention Held Previously	-$5,813.48
Less Previous Payments	$110,456.03

Final Payment

Value of Work Done This Period	$113,540.00
Retention Held This Period	-$5,677.00

Total Amount Due This Payment	**$107,863.00**

PROJECT SUMMARY

Original Construction Contract Amount	$197,920.00
Total Construction Contract Adjustment	$31,889.50
Revised Construction Contract	**$229,809.50**
Approved Construction Contract Amount	**$230,000.00**
Amount Under the Approved Construction Contract Amount	**$190.50**
Percentage Under the Approved Construction Contract Amount	**0.1%**

BRIDGEROCK CONSTRUCTION
LICENSE# 1094028

Invoice #2

BILL TO:
City of Buena Park

INVOICE DATE	PLEASE PAY	DUE DATE
6/6/2025	$107,863.00	6/6/2025

JOB:
Navigation Center Women's Restroom Rehabilitation

A	B	C	D	E	F		G
Item	Description of Work	Scheduled Value	Work Completed		Total Completed to Date	%	Balance to Finish
			Previously	This Period			
1	Demolition - Remove and Salvage Existing Toilets (Women's Restroom)	$5,000.00	$5,000.00	-	$5,000.00	100%	$0.00
2	Demolition - Remove existing shower Appurtenances and Floor Drain (Women's Restroom)	$6,000.00	$6,000.00	-	$6,000.00	100%	$0.00
3	Demolition - Remove and Salvage existing toilet stall partitions (Women's Restroom)	$1,000.00	$1,000.00	-	$1,000.00	100%	$0.00
4	Demolition - Remove existing fiberglass. reinforced plastic (FRP) panels and drywall in shower areas	$8,400.00	$8,400.00	-	$8,400.00	100%	$0.00
5	Demolition - Remove and replace existing flooring system. Prepare new surface for epoxy flooring coating (Women's Restroom)	$5,000.00	$5,000.00	-	$5,000.00	100%	$0.00
6	Reinstall Salvaged Toilets per Exhibit D (Women's Restroom)	$21,000.00	-	$21,000.00	$21,000.00	100%	$0.00
7	Install new shower appurtenances and floor drain in shower area per exhibit D (Women's Restroom)	$15,000.00	$15,000.00	-	$15,000.00	100%	$0.00
8	Install new ADA compliant shower appurtenances and floor drain in shower area per exhibit D (Women's Restroom)	$5,000.00	$5,000.00	-	$5,000.00	100%	$0.00
9	Reinstall Salvaged toilet stall partitions per Exhibit D (Women's Restroom)	$5,000.00	-	$5,000.00	$5,000.00	100%	$0.00
10	Install new FRP panels and drywall per exhibit D (Women's Restroom)	$32,760.00	$32,760.00	-	$32,760.00	100%	$0.00
11	Apply epoxy flooring to prepared surface (Women's Restroom)	$25,000.00	$10,000.00	$15,000.00	$25,000.00	100%	$0.00
12	Install new floor drains and connect to existing drain system per Exhibit D (Women's Restroom)	$9,000.00	$9,000.00	-	$9,000.00	100%	$0.00
13	Remove and replace plywood subfloor (Women's Restroom)	$10,000.00	$10,000.00	-	$10,000.00	100%	$0.00
14	Demolition - Remove and Salvage Existing Toilets (Restroom #1 #2)	$2,000.00	-	$2,000.00	$2,000.00	100%	$0.00
15	Demolition - Remove existing shower Appurtenances and Floor Drain (Restroom #1 #2)	$2,000.00	-	$2,000.00	$2,000.00	100%	$0.00

BRIDGEROCK CONSTRUCTION
LICENSE# 1094028

Invoice #2

16	Demolition - Remove existing fiberglass. reinforced plastic (FRP) panels and drywall in shower areas (Restroom #1 #2)	$2,400.00	-	$2,400.00	$2,400.00	100%	$0.00
17	Demolition - Remove and replace existing flooring system. Prepare new surface for epoxy flooring coating (Restroom #1 #2)	$1,500.00	-	$1,500.00	$1,500.00	100%	$0.00
18	Reinstall Salvaged Toilets per Exhibit D (Restroom #1 #2)	$6,000.00	-	$6,000.00	$6,000.00	100%	$0.00
19	Install new ADA compliant shower appurtenances and floor drain in shower area per exhibit D (Restroom #1 #2)	$10,000.00	-	$10,000.00	$10,000.00	100%	$0.00
20	Install new FRP panels and drywall per exhibit D (Restroom #1 #2)	$9,360.00	-	$9,360.00	$9,360.00	100%	$0.00
21	Apply epoxy flooring to prepared surface (Restroom #1 #2)	$7,500.00	-	$7,500.00	$7,500.00	100%	$0.00
22	Install new floor drains and connect to existing drain system per Exhibit D (Restroom #1 #2)	$6,000.00	-	$6,000.00	$6,000.00	100%	$0.00
23	Remove and replace plywood subfloor (Restroom #1 #2)	$3,000.00	-	$3,000.00	$3,000.00	100%	$0.00
Change Orders							
24	Repair Damaged Drywall + Paint	$9,109.50	$9,109.50	-	$9,109.50	100%	$0.00
25	Install (2) new greenheck roof mount exhaust fans	$13,280.00	-	$13,280.00	$13,280.00	100%	$0.00
26	Install (2) new greenheck roof mount exhaust fans (MEN's RESTROOM)	$9,500.00	-	$9,500.00	$9,500.00	100%	$0.00
	SUBTOTALS	$229,809.50	$116,269.50	$113,540.00	$229,809.50	100%	$0.00

Less Retention 5%:	**$5,677.00**
This Period Subtotal:	$113,540.00
Taxes:	$0.00
Credit:	$0.00
Total:	**$107,863.00**

Please reference invoice number #2 with your payment. If you have any questions, please contact bridgerockconstruction@yahoo.com.

Thank you for your business!

Bridgerock Construction | 524 4th Ave
La Puente, CA 91746 | (951) 531-3007

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: June 24, 2025

TO: Adrian Garcia, Finance Manager

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

SUBJECT: Navigation Center – Women's Restroom Rehabilitation Project

Amount: $113,540 Account No.: 11-6240-106131

Purchase Order: 250408

Contractor: Bridgerock Construction, Inc.
524 4th Ave
La Puente, CA 91746

Date Warrants are to be Mailed: 07/31/2025

RECOMMENDATION:
It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:
This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of $113,540 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

CC: Jason Tran, P.E., Assistant Engineer
Gloria Hernandez, Account Clerk

June 24, 2025
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

FINAL PAYMENT TO GENERAL PUMP COMPANY, INC. FOR THE HOLDER WELL REHABILITATION PROJECT

PREPARED BY	PRESENTED BY
HySun Lee, Assistant Engineer	HySun Lee, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to General Pump Company, Inc. in the amount of $1,680; and, 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On January 14, 2025, the City Council approved a contract with General Pump Company, Inc. in the amount of $340,600 for the Holder Well Rehabilitation Project. The approved total construction project budget of $445,600 included a $105,000 construction contingency.

DISCUSSION

The City's well pump must be upgraded and maintained to ensure a reliable water supply, prevent mechanical failures, and extend the pump's lifespan. The Holder well had not undergone a major overhaul since it was rebuilt in 2008. The current well pump improvements included repairing the discharge head, which was oscillating and causing the seal to fail and leak; and replacing the aging electrical motor. During the construction, an additional change order was issued to install a new Variable Frequency Drive (VFD) to allow the well to operate at lower frequencies.

Contract Dates:

Advertisement:	11/06/2024
Contract Awarded:	01/14/2025
Notice to Proceed:	01/29/2025
Work Completed:	05/21/2025

The contractor has submitted a bill for work completed as of June 5, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $1,680. The final contract cost for this project is $332,622. This amount is $112,978 (or 25.4%) under the approved construction project budget of $445,600. The total retention is in the amount of $16,631.10 and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix “A” – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is $332,622. This project will be funded by the Water Enterprises Fund Account No. 52-9806-396855.

Attachments

Holder Well Att1of3 Appendix A.pdf
Holder Well Att2of3 Invoice_32470.PDF
Holder Well Att3of3 Finance Memo.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

HOLDER WELL REHABILITATION PROJECT

CONTRACT

Original Construction Contract Amount	$340,600.00
Council Approved Construction Contingency Funds	$105,000.00
Approved Construction Contract Amount	**$445,600.00**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	Installation of a new Variable Frequency Drive (VFD)	$40,321.00
CCO#2	Quantity adjustments based on actual quantities	-$48,299.00
	Total Contract Adjustments	**-$7,978.00**

CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	$330,942.00
Retention Held Previously	-$16,547.10
Less Previous Payments	$314,394.90

Final Payment

Value of Work Done This Period	$1,680.00
Retention Held This Period	-$84.00
Total Amount Due This Payment	**$1,596.00**

PROJECT SUMMARY

Original Construction Contract Amount	$340,600.00
Total Construction Contract Adjustment	-$7,978.00
Revised Construction Contract	**$332,622.00**
Approved Construction Contract Amount	**$445,600.00**
Amount Under the Approved Construction Contract Amount	**$112,978.00**
Percentage Under the Approved Construction Contract Amount	**25.4%**

INVOICE

GENERAL PUMP COMPANY
Over 65 Years of Water Well & Pump Service
159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
PHONE: (909) 599-9606 FAX: (909) 599-6238
LICENSE: 496765

INVOICE NO.	**32470**
INVOICE DATE	**05/29/2025**
CUSTOMER NO.	**143**
CUSTOMER P.O.	**250332**
CONTRACT NO.	**CONTRACT**

BILL TO: **CITY OF BUENA PARK**
P.O. BOX 5009
BUENA PARK CA 90622-5009

ATTN: **HYANG SUN LEE**

JOB NO: **16453**

PROJECT: **HOLDER WELL**

SALESPERSON: 10801 **SALES TAX CODE:** 1095 **TERMS:** 30DY **DUE DATE:** 06/28/2025

Description	Amount
WORK COMPLETED 5/1 TO 5/31	
ITEM 16: PERFORM DEVELOPMENT PUMPING AND TESTING - 70% COMPLETE	1,680.00

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE. WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO: General Pump Company
159 N. Acacia Street
San Dimas, CA 91773

NON-TAXABLE AMOUNT:	1,680.00
TAXABLE AMOUNT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	1,680.00
RETENTION:	84.00
AMOUNT PAID:	0.00
AMOUNT DUE:	**1,596.00**

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: June 24, 2025

TO: Adrian Garcia, Finance Manager

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

SUBJECT: HOLDER WELL REHABILITATION PROJECT

Amount: $1,680.00 Account No.: 52-9806-396855

Purchase Order: 250332

Contractor: GENERAL PUMP COMPANY, INC
159 N. Acacia Street
San Dimas, CA 91773

Payment Process Date per City Schedule: June 24, 2025

RECOMMENDATION:
It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:
This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of $1,680.00 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A “Notice of Completion” will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Hysun Lee, Assistant Engineer
Gloria Hernandez, Account Clerk

June 24, 2025
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH HUE LUU, P.E., TO PROVIDE BUILDING PLAN REVIEW AND ENGINEERING SERVICES FOR FISCAL YEAR 2025-26

PREPARED BY	PRESENTED BY
Robert Cull, Building and Safety Manager	Matt Foulkes, Director of Community and Economic Development
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement (PSA) with Hue Luu. P.E., to continue to provide professional building plan review and engineering services in the amount of $175,000 for the Fiscal Year 2025-26; 2) Authorize the City Manager and City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On June 25, 2024, the City Council approved a similar agreement with Hue Luu, P.E., for building plan review and engineering services for the Fiscal Year 2024-2025.

DISCUSSION

Staff is requesting approval of a Professional Services Agreement (PSA) with Hue Luu, P.E., to continue to provide professional building plan review and engineering services. Mr. Luu has continuously and effectively reviewed plans for the City for 22 years as an employee of VCA Code Group. He then separated from VCA Code Group and put up an independent consulting business. Mr. Luu has served as the City's primary Building Plan Check Engineer for 26 years and was the lead plan check engineer on all of the largest and most complex projects in the City, including new rides and venues at Knott's Berry Farm, and projects such as The Source, House of Imports Mercedes Benz, Porto's Bakery, Clark Commons, Magnolia Square, Orchard View Gardens, Ascent (Jamboree Housing), Village Circle Shopping Center, OnBeach, Fire Station No. 61, and Los Coyotes. Mr. Luu is a California Licensed Civil Engineer and an International Code Council (ICC) Certified Plans Examiner.

Fees for plan check and engineering services will be charged at a fixed hourly rate of $110.00. Most plan check consultants, including VCA Code Group, charge 65%-80% of the plan check fees collected by the City for their services. By paying an hourly rate for plan check services, the City saves between $50,000 to $85,000 over standard percentage-based consultant review fees.

BUDGET IMPACT

The requested $175,000 in professional services costs associated with Mr. Luu was included in the Building Division's FY 2025-2026 Professional and Contractual Services budget (Account No. 11-6240-731150).

Attachments

PSA Hue Luu FY2025-2026.pdf
Exhibit B - hue luu.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: July 1, 2025

SERVICES: Plan Review and Engineering Services

PROJECT: Building Plan Review and Engineering Service

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative: Name: Aaron France
Title: City Manager
Tel.: (714) 562-3555
Email: afrance@buenapark.com

"CONSULTANT": Hue Luu, P.E., an individual

Consultant Representative: Name: Hue Luu, P.E.
Title: Principal
Tel.: (714) 679-6972
Email: Hluu10732@gmail.com

SUMMARY OF TERMS:

Start Date: July 1, 2025

End Date: June 30, 2026

Contract Value: $175.000.00

Services a "Public Work": NO

Community Workforce Agreement: NO

Insurance Approved By Risk Management: YES

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(x) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

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 July 1, 2025 between the City of Buena Park, a California charter city ("*CITY*"), and Hue Luu, P.E.("*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 July 1, 2025 and shall remain in full force and effect until June 30, 2026 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 $175,000.00 ("*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.

10.3 Indemnification for Services. Other than in the performance of design 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: $2,000,000 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 $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 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.

CITY OF BUENA PARK **a California municipal corporation**	**Hue Luu, P.E.**
	Name of Business
Signature	Signature
Name: Aaron France	Name: Hue Luu. P.E.
Title: City Manager	Title: Principal

ATTEST:

BY:_____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY:_____
Christopher Cardinale, City Attorney

EXHIBIT A

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

The Services consist of professional plan review and engineering services for the Building Division, as more specifically described in Consultant's proposal dated May 28, 2025, attached and incorporated in Exhibit B ("Consultant Proposal").

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

Services shall commence upon City's issuance of a notice to proceed and will be provided over a period of 12 months on an as-needed basis, as further described in Consultant's Proposal.

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

The hourly rates, amount, and maximum per-project compensation to be paid are set forth in the Consultant's Proposal.

EXHIBIT B

Attach Consultant's Proposal Behind This Page.

EXHIBIT C

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 X

   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 X

   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
_____	_____
HUE LUU, P.E.	HUE LUU, P.E., CONSULTANT

EXHIBIT B

Hue C. Luu PE Proposal (FY 2025-2026)

10732 La Batista Ave. Fountain Valley CA 92708
Phone: (714) 679-6472 Email: hluu10732@gmail.com

May 28, 2025

To: Matt Foulkes Community and Economic Development Director City of Buena Park

Re: Proposal for Professional Plan Review Services

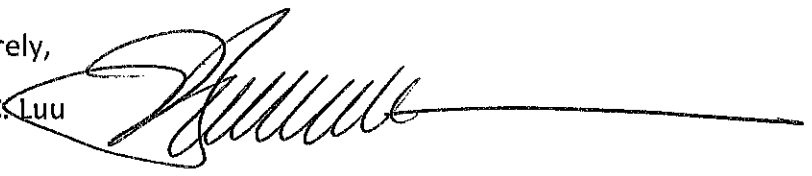
I am pleased to submit this proposal to you to provide professional plan review and engineering services for the City of Buena Park. I enjoy what I do, and I would like to continue this relationship in the most efficient and cost-effective way to the City as possible. I am proposing an agreement based on an hourly rate charge for time spent, rather than a fee based on percentage of the plan review fees collected by the City. Such an arrangement would allow for a level of service that I believe would exponentially improve plan review turnaround times for the most projects and increase overall customer satisfaction. To achieve this, I propose the following:

1. Provide at least 20 hours a week in-house services to the City that will include attending development meetings, review plans and assisting project applicants and designers at the building counter. Such as arrangement would significantly reduce, and some cases eliminate, turn-around times for most small projects.
2. Large projects plan review performed off premises will be charged at the proposed hourly rate and will be based on the actual time spent performing the review. However, to avoid excessive charge for overly large or problematic projects, the hourly review fee charges for a single project shall not exceed eighty percent (80%) of the plan review fee collected by the City, unless prior arrangement with the Community and Economic Development Director.
3. An annual contract amount of not-to-exceed one-hundred eighty thousand dollars ($175,000.00) with fee assessed at a flat rate of one hundred and ten dollars per hour ($110.00) for time spent with no minimum charge. This would allow for approximately 1,600 hours of plan review services per fiscal year.

Thank you for your time and consideration of my proposal for professional plan review and engineering services, and I hope you find it just as innovative and forward thinking as I intend it to be.

Sincerely,

Hue C. Luu



June 24, 2025
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH THE CODE GROUP DBA VCA CODE TO PROVIDE BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2025-26

PREPARED BY	PRESENTED BY
Robert Cull, Building and Safety Manager	Matt Foulkes, Director of Community and Economic Development
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement (PSA) with The Code Group dba VCA Code to continue to provide building inspection services in the amount of $150,000 for Fiscal Year 2025-26; 2) Authorize the City Manager and the City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and the City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On January 9, 2024, the City Council approved a similar agreement with The Code Group for building inspection services for Fiscal Year 2024-25.

DISCUSSION

The Code Group has provided supplementary building inspection services for the City since December 2022. Building inspections are primarily focused on special projects including The Source Hilton, Knott's Berry Farm, Knott's Soak City and the Knott's Berry Farm Hotel. These high-profile projects require specialized knowledge and/or dedicated inspection services to ensure construction projects stay on track. By providing these supplemental inspection services, City Building Inspectors remain available to provide next-day inspection services for all other construction projects throughout the City. There are several large development projects that are projected to start construction in Fiscal Year 2025-26, including the Trellis Residential Project located at 8030 Dale Street, Hilton Home-2-Suites Hotel Development located at 7860 Beach Boulevard, and The Village at Buena Park located at 8150 La Palma Avenue.

BUDGET IMPACT

This agreement is in the amount of $150,000 and was included in the proposed Fiscal Year 2025-26 Budget (Account No. 11-6240-731150).

Attachments

PSA VCA Senior Building Inspector.pdf
EXHIBIT B.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: July 1, 2025

SERVICES: Building Inspection Services

PROJECT: Building Inspection Services Special City Projects

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Aaron France
Title: City Manager
Tel.: (714(562-3555
Email: afrance@buenapark.com

"CONSULTANT": The Code Group , a California Corporation

Consultant Representative:
Name: Kyrsten Head
Title: Senior Contract & Proposal Manager
Tel.: (714) 787-1527
Email: Kyrsten.head@vcaconsultants.com

SUMMARY OF TERMS:

Start Date: July 1, 2025

End Date: June 30, 2026

Contract Value: $150,000.00

Services a "Public Work": NO

Community Workforce Agreement: NO

Insurance Approved By Risk Management: YES

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(X) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

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 July 1, 2025 between the City of Buena Park, a California charter city ("*CITY*"), and The Code Group (dba "VCA Code"), 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 July 1, 2025] and shall remain in full force and effect until June 30, 2026 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 "B" (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 "B" ("*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 $150,000.00 ("*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 "B" 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.

10.3 Indemnification for Services. Other than in the performance of design 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: $2,000,000 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 $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 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.

CITY OF BUENA PARK		**THE CODE GROUP (dba "VCA Code")+**	
		Name of Business	
Signature		Signature	
Name:	Aaron France	Name:	Tom VanDorpe, S.E.
Title:	City Manager	Title:	CEO and President

***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: Gina Birkett

Title: Chief Financial Officer

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

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

Professional building inspection services, as more specifically described in Consultant's proposal dated May 29, 2025, attached and incorporated in Exhibit B ("Consultant Proposal").

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

Consultant shall provide the services as assigned in writing by the City and within the time specified in the written notice, or if not specified within a reasonable period of time acceptable to City.

3) COMPENSATION SCHEDULE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

Services shall be compensated at the hourly rate specified in Consultant's Proposal.

EXHIBIT B
CONSULTANT PROPOSAL IS ATTACHED BEHIND THIS PAGE

EXHIBIT C

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 X

   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 X

   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
_____	_____
The Code Group (dba VCA Code)	Tom VanDorpe, S.E.

Leadership. Service. Commitment.

May 29, 2025

EXHIBIT B

Attn: Robert Cull
Certified Building Official
Community and Economic Development Department
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621
Re: Letter Agreement for Building Inspection Services

Dear Mr. Cull,

The Code Group, Inc. (dba VCA Code) is pleased to present this letter agreement to the City of Buena Park (City) to provide building inspection services. VCA Code understands the City is requesting a building inspector to work at the City. Our staff are highly qualified to provide the requested services.

Located in Orange, CA, we are available for inspections at the City of Buena Park's offices. I, Bob Heinrich, will serve as the primary contact for this agreement. My contact information is as follows:

Bob Heinrich, Principal/President
The Code Group, Inc. (VCA Code)
1845 W. Orangewood Avenue, #210
Orange, CA 92868
E: BHeinrich@vcacode.com; P: (714) 363-4700

VCA Code proposes Danny Rodriguez as the building inspector for the City. Mr. Rodriguez's experience and qualifications can be viewed on his resume, attached on the following page. The fees charged to the City will be based on the hourly rate in the table below.

Role	Hourly Rate
Senior Building Inspector	$105.00/HR
Overtime Rate	1.5x Hourly Rate

Please feel free to contact myself with any questions you may have regarding our letter agreement. We greatly look forward to the opportunity to provide building inspection services to the City of Buena Park.

VCA Code accepts the terms of this agreement.

Please return a copy to VCA after signing.

The Code Group, Inc. (dba VCA Code)

By: _____

Bob Heinrich, Principal/President

City of Buena Park

By: _____

Aaron France, City Manager

Danny Rodriguez | Senior Building Inspector

Years of Experience: 30+

VCA Code | Senior Building Inspector – Multiple Cities

- Perform inspections for residential, commercial, and industrial projects
- Conduct plan check and field inspections ensuring building code compliance
- Inspect for electrical, plumbing, and mechanical code
- Prepare accurate logs and records of project phases while proactively addressing concerns
- Provide technical assistance to developers, architects, engineers, and city staff
- Deliver excellent customer service through organization, collaboration, and issue resolution
- Manage large projects without compromising on quality and efficiency while meeting demanding expectations

NV5 Consulting Engineers | Senior Building Inspector

- Worked closely with city staff, engineers, and building permit officials to ensure quality
- Conducted inspections of multi-unit remodels and high-rise TI's
- Maintained detailed logs and records to ensure each phase of every project adhered to building regulations and met scheduled deadlines

R&G General Contractors | Principal Partner/General Contractor

- Directed all operational functions for construction projects including interfacing with architects, submitting plans for city approval, and securing permits
- Managed estimating, job costing, subcontract negotiations, and material procurement

City of Lake Elsinore | Building Inspector

- Inspected new and existing renovation projects on residential and commercial sites
- Coordinated efforts with contractors, developers, engineers, and city personnel to ensure blueprint compliance
- Accomplished a 500-unit inspection for new residential project
- Checked residential and commercial sites for code compliance

City of Santa Ana | Building Inspector

- Inspected building construction, electrical, plumbing, and mechanical installations
- Performed plan check, inspection, and testing of new and existing structures
- Provided professional advice and technical assistance to developers, architects, contractors engineers, city staff, and the general public

Education & Certifications

- Orange Coast College, AA Architectural Technology and Construction
- ICC – Certified Building Inspector
- ICC – Certified Plans Examiner
- ICC – CA Licensed Contractor
- Post Disaster Training Certified
- NPDES Inspection Certification
- Fluent in Spanish

June 24, 2025
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

AGREEMENT WITH ST. NICK'S FOR PALM TREE LIGHTING SERVICES FOR BEACH BOULEVARD AND ORANGETHORPE AVENUE

PREPARED BY	PRESENTED BY
Laurie Aubuchon, Senior Management Analyst	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with St. Nick's for tree lighting services in the approximate amount of $36,000 for tree lighting services on Beach Boulevard and Orangethorpe Avenue; 2) Authorize contingency funds in the amount of $4,000 in the same purchase order; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 4) Authorize the City Manager and City Clerk to execute the agreement; and, 5) Approve a budget allocation in the amount of $40,000 from the undesignated Economic Development Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On August 25, 2015, City Council approved an agreement with Dekra-Lite Industries for palm tree lighting services, lighting approximately 153 palm trees on Beach Boulevard between La Palma Avenue and 9th Street. Additionally, on August 25, 2015, City Council approved access and maintenance agreements to install LED lighting on palm trees at several private properties on Beach Boulevard. In May 2019, the City contracted with St. Nick's Christmas Lighting & Décor (St. Nick's) to provide annual palm tree lighting maintenance services.

DISCUSSION

Since 2015, over 200 City palm trees have been illuminated by warm white Light Emitting Diode (LED) string lights, enhancing the City's Entertainment Corridor. In May 2019, the City contracted with St. Nick's Christmas Lighting & Décor ("St. Nick's") to provide annual palm tree lighting maintenance services. The Professional Services Agreement ("Agreement") was amended on five occasions to extend the original term of the Agreement, the last of which is set to expire on June 30, 2025.

Since July 1, 2019, St. Nick's maintained the string lighting on approximately 223 palm trees in the City. This involves bi-monthly inspections and reports involving the procurement, installation, maintenance, removal and the replacement of LED string lights, photocells, GFI modules, and other associated equipment.

A Request for Proposal (RFP) was issued in May 2025 via the City's online bid portal, PlanetBids. Prospective vendors were notified of the bid opportunity, and three chose to respond. The proposals were reviewed by a committee comprised of representatives from Public Works and Visit Buena Park, and were evaluated using the following criteria:

- Qualifications and experience
- Staffing resources
- Familiarity with City standards, provisions, and practices
- Proposed fee schedule for maintaining the existing LED lights on palm trees
- Proposed fee schedule and recommendations for future modifications and upgrades, including parts and labor for replacing the current surface-mounted electrical components with secure, below-ground electrical vaults, and adding high voltage, color changing LED halo ring lighting to median palm trees to illuminate the palm fronds.

The group unanimously selected St. Nick's as the best overall value to the City for maintaining the existing LED lights on the palm trees. Additionally, St. Nick's provided an estimate to install "halo" lights that would have the capability of changing colors, in batches of 10 trees at a time. The City may choose to upgrade the center median palm trees in the future. Costs for this upgrade was quoted at $24,171.20.

BUDGET IMPACT

Based on 36 inspections (26 regularly planned, bi-weekly maintenance trips and 10 additional special event trips), the total cost of maintaining the palm tree LED lights comes to $8,100. The overall cost of the maintenance and/or replacement will depend on the condition and age of the current LED string lights, photocells, GFIs, and transformers, as well as any instances in which the trees, lights, or electrical components are tampered with or, on occasion, damaged by vehicle accidents. The entire cost of the contract will be approximately $36,000 each year, plus a contingency of $4,000. The upgrade to "halo" lights is not in the current budget and funds would need to be appropriated and approved by City Council at a future date.

Staff recommends a budget allocation in the amount of $40,000 from the undesignated Economic Development Fund balance for this purpose.

Attachments

Professional Services Agreement - St. Nicks 06-18-25 Final.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT 25-17

DATE: June 24, 2025

SERVICES: Maintenance

PROJECT: Annual Palm Tree LED Lighting Maintenance Services

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Mina Mikhael, P.E.
Title: Director of Public Works/City Engineer
Tel.: (714) 562-3670
Email: **mmikhael@buenapark.com**

"CONSULTANT": T &G Global dba St. Nick's Christmas Lighting & Decor, an LLC

Consultant Representative:
Name: **Daniel Christenson**
Title: **Director of Sales**
Tel.: **(562-438-0017**
Email: **daniel@st-nicks.com**

SUMMARY OF TERMS:

Start Date: **July 1, 2025**

End Date: **June 30, 2027**

Contract Value: $ **36,000 (per year) / $4000 (annual contingency)**

Services a "Public Work": NO [ ] YES [X] (add "PW Exhibit")

Community Workforce Agreement: NO [X] YES [ ] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [ ] YES [X]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(___) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

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 June 24, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and T&G Global, LLC dba St. Nick's Christmas Lighting & Décor (St. Nick's), a Limited Liability 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 July 1, 2025 and shall remain in full force and effect until June 30, 2027 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 amount of $36,000.00 per year during the Term of this Agreement ("*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. Notwithstanding and in addition to the foregoing, the City Representative may increase the total Compensation paid during any single year during the Term of this Agreement by up to $4,000 in contingency funds to account for minor increases in the volume of Services performed.

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.

10.3 Indemnification for Services. Other than in the performance of design 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: $2,000,000 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 $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional Liability: $2,000,000 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.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **St. Nick's Christmas Lighting & Decor**
Signature	Signature
Name:	Name: **Daniel Christenson**
Title:	Title: **Director of Sales**

***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: **Wade Francis**

Title: **Chief Financial Officer**

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

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

Scope:

1. Inspection and maintenance of LED lights wrapped around palm trees.
2. The repair or replacement of LED lights.
3. LED lights are to be wrapped from 1-ft above ground up to the clear wood height of palm tree
4. LED lights are to be stapled and spaced evenly to match existing palms.
5. Spacing shall be 4-in between LED light bulbs.
6. Strand shall have white/grey colored cord.
7. If halo lights are utilized, they are to be installed per manufacture's specifications.
8. Troubleshoot, repair or replace 300VA-500VA NEMA 3 rated transformer, existing GFCI receptacle with new GFCI module, photocells, timers, circuit breakers and conductors leading to palm trees.

CONSULTANT shall provide all necessary equipment, materials, and skilled-labor required to inspect and maintain Warm White Light Emitting Diode (LED) lights installed on palm trees and / or variety of lighting installed (i.e., halo lights).
Inspections are to take place in a **bi-weekly frequency** during the regular times per year, at dusk to night hours while businesses are still open and lights are scheduled to be on, for a total of **26 regular scheduled maintenance trips** notwithstanding the addition below, each including a report of which trees were inspected / serviced.

A. Prior to special City events, the City may request for additional maintenance trips. Assume an **additional 10 trips per year will be requested for Special Events**.
B. After a rain event that could cause GFCIs to trip, the City may request additional maintenance trips to reset GFCIs. CONSULTANT shall be responsible to reset GFCIs as part of the bi-weekly regular maintenance trips including any additional request by City staff as a result of rain events.
C. For the purposes of this PSA, a total maintenance trips of **36 will be performed for all conditions listed above, each including a report of which trees were inspected / serviced. The report will include name of technician on site, the time each zone of trees was inspected, any issues identified during inspection, and any services performed in addition to the inspection. These reports will be emailed to the City within two business days of the inspection along with wide-angle photos showing all trees illuminated at time of inspection and before and after photos of any services performed.**
D. For each maintenance trip, the CONSULTANT shall thoroughly examine all LED lights on trees for any noticeable defects and/or non-functionality and replace within the same week as necessary.
E. Burned out LED lights and those with noticeably brighter or with color quality visibly different than the rest of the lights on a single tree or distinguished from neighboring trees shall be replaced during the maintenance trips.
F. Tripped GFCI outlets causing LED lights outage shall be reset immediately as part of the maintenance trip.
G. If specific trees have tripped GFCI on a frequent basis, CONSULTANT shall examine the light installation for deficiencies. If no deficiencies are found, CONSULTANT shall report the locations to the City. If the City determines there are no problems with the GFCI, CONSULTANT shall troubleshoot each strand until the deficient strand is either found or replace all strands at the discretion of the CONSULTANT.

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

See SCOPE, above.

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

Based on 36 inspections (26 regularly planned, biweekly maintenance trips and 10 additional special event trips), the total cost of inspecting the palm tree LED lights comes to $8,100.00. The overall cost of the maintenance and/or replacement will depend on the condition and age of the current LED string lights, photocells, GFIs, and transformers, as well as any instances in which the trees, lights, or electrical components are tampered with or, on occasion, involved in auto accidents. The entire cost of the contract will be approximately $36,000 each year. City Representative may authorize use of contingency funds in the amount of $4,000 per year during the Term of this Agreement should actual service needs exceed estimates.

Refer to CONSULTANT'S proposal and quote, attached, for specific costs of general services, lighting maintenance, and options for electrical and lighting upgrades.

EXHIBIT B (if applicable)

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.

6. 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 self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT C (if applicable)

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 $500 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 $500 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 $500 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

All rendering artwork, photos, and design concepts are property of:

St. Nick's
CHRISTMAS LIGHTING & DÉCOR



PROPOSAL

ANNUAL PALM TREE LED LIGHTING
MAINTENANCE SERVICES
RFP NO. PW 25-02

PREPARED FOR :

CITY OF BUENA PARK

Laurie Aubuchon
Senior Management Analyst
Public Works Department
T: (714) 562-3653
laubuchon@buenapark.com

PRESENTED BY:

ST. NICK'S CHRISTMAS LIGHTING & DECOR

www.st-nicks.com
daniel@st-nicks.com
(562) 438-0017

T&G Global, LLC | DBA St. Nick's Christmas Lighting & Décor
6861 Walker Street, La Palma, CA. 90623 | (562) 438-0017 | St-Nicks.com
License #990427

May 21, 2025

City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90622

RE: Proposal for Annual Palm Tree LED Lighting Maintenance Services – RFP No. PW 25-02

Dear Selection Committee,

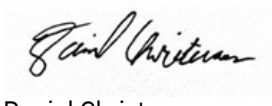
We've had the privilege of maintaining Buena Park's palm tree lighting since 2019, and we're excited for the opportunity to continue supporting a project that's become such a recognizable part of the city's identity. Over the years, we've learned the nuances of this system and have built a process that's efficient, reliable, and tailored to what Buena Park needs to keep things looking great year-round.

This proposal covers everything we'll handle moving forward—starting with bi-weekly service to keep the lights looking sharp, quick response to outages or weather events, and clean, consistent rewrapping where needed. As part of the upcoming electrical upgrades, we'll also be managing all coordination with our licensed electrical partner, Let It Glow Inc., who will handle the trenching, conduit runs, and installation of new ground vaults to future-proof the system. In addition to core maintenance and upgrades, we've proposed an optional enhancement with palm tree halo lighting—designed to elevate the visual appeal of Beach Boulevard while maintaining compatibility with the new infrastructure.

One important note: as part of that upgrade, our team will strip lights up to 10 feet on each palm so the new conduit can be properly routed, then rewrap those trees with the same attention to detail we've been trusted with for the past five years. We'll also continue supporting with any necessary GFCI resets, photocell replacements, and transformer swaps to make sure everything is running smoothly.

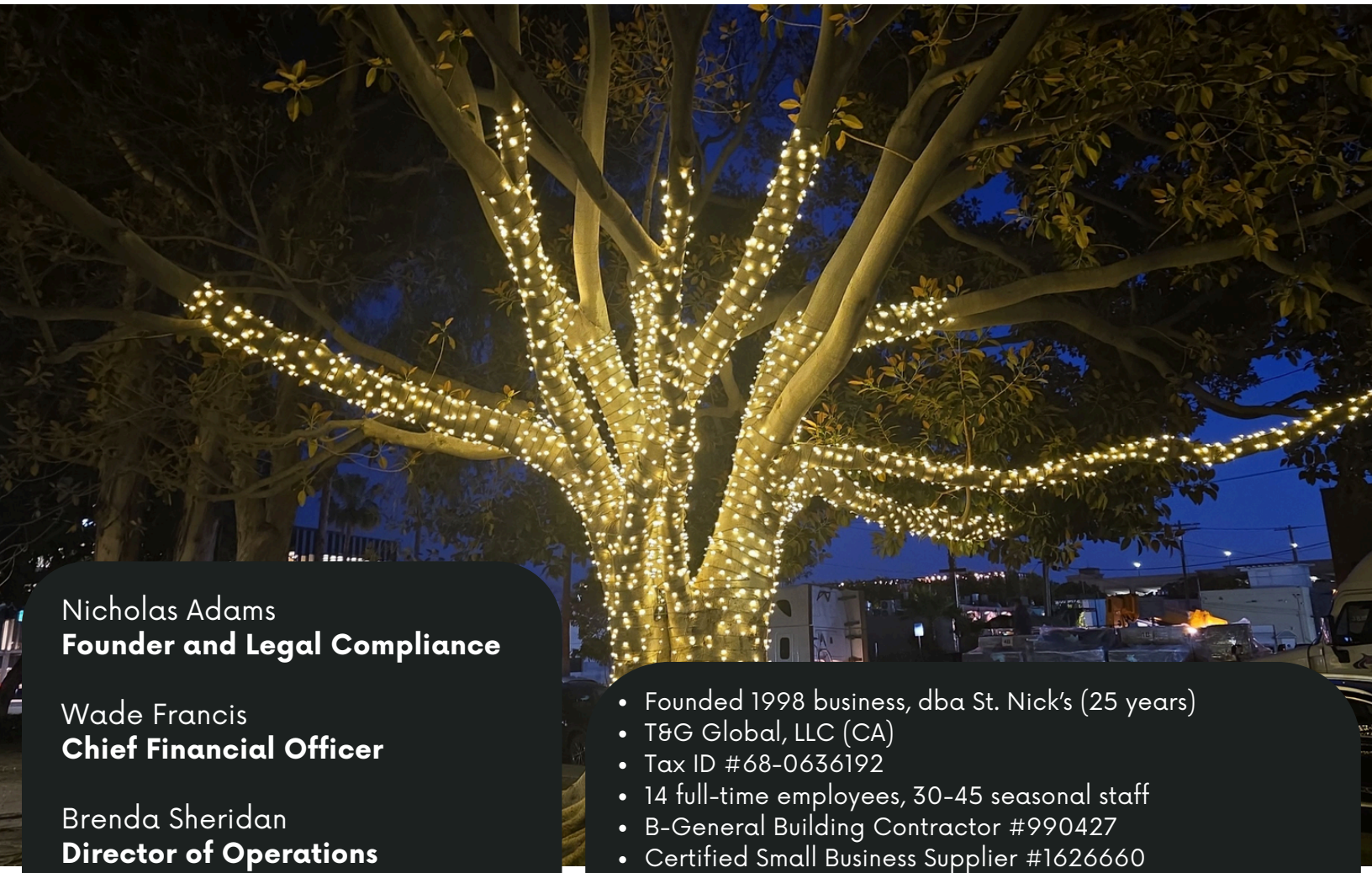
We're local, we know this system well, and we care about the way it reflects on the city. Thank you for the opportunity to continue this work—we're ready to keep Buena Park's palms lit and looking great for years to come.

Sincerely,



Daniel Christenson,
Director of Sales
(562) 438-0017

COMPANY PROFILE



Nicholas Adams
Founder and Legal Compliance

Wade Francis
Chief Financial Officer

Brenda Sheridan
Director of Operations

Daniel Christenson
Director of Sales

Stephanie Escobar
Creative Director

Carlos Vasquez
Sr. Installer & Project Manager

Alonso Salazar
Sr. Installer & Project Manager

- Founded 1998 business, dba St. Nick's (25 years)
- T&G Global, LLC (CA)
- Tax ID #68-0636192
- 14 full-time employees, 30-45 seasonal staff
- B-General Building Contractor #990427
- Certified Small Business Supplier #1626660
- County of Los Angles Small Business Enterprise (LSBE) Vendor #16942501
- Business Address: 6861 Walker Street, La Palma, CA 90623
- Telephone: (562) 438-0017
- Fax: (562) 437-4242
- Contact Name: Daniel Christenson, Director of Sales
- Website: www.St-Nicks.com

Work Plan – City of Buena Park RFP No. PW 25-02

Work Plan

St. Nicks Christmas Lighting & Decor will oversee and manage the full execution of this project, serving as the prime contractor and primary liaison with the City. We are partnering with Let It Glow Inc. (C-10 License #1108203), a licensed electrical contractor with deep experience in landscape and decorative lighting infrastructure, to perform all electrical scope required under this RFP.

1. Electrical Infrastructure Installation

Let It Glow Inc. will perform all underground electrical work per Addendum No. 1. This includes:
- Excavating and installing Christy B12 concrete ground vaults at each palm tree location to house low-voltage transformers and conduit connections.
- Running conduit from each vault to its corresponding palm tree, terminating ~10 feet above ground level per City requirements for lighting rewrap.
- Routing and securing all wiring to meet NEC and Buena Park code.
- Where feasible, existing 12V transformers currently in use will be reused to preserve City resources and minimize environmental impact. Any transformer upgrades or replacements will be discussed and approved with City staff prior to installation.

St. Nicks will manage scheduling, procurement, safety compliance, and communication between stakeholders to ensure electrical installation is performed efficiently and without disruption to existing landscaping.

2. Palm Tree Lighting Adjustments

In tandem with electrical upgrades, St. Nicks will:
- Strip existing lights from each palm tree up to 10 feet from ground level.
- Rewrap new warm white LED strands with consistent spacing, clean appearance, and stapled attachment, ensuring visual uniformity across the corridor.
- Coordinate closely with Let It Glow to match timing between conduit access and rewrap efforts, reducing rework and site visits.

3. Reporting & Coordination

After each maintenance or installation phase, St. Nicks will deliver a detailed report within two (2) business days, including:
- List of palm trees serviced
- Name of technician(s)
- Time on site
- Description of services performed
- Before and after photos for visual documentation

This documentation will be sent directly to the Citys designated contact and archived in our internal project log for quick reference and accountability.

4. Ongoing Maintenance

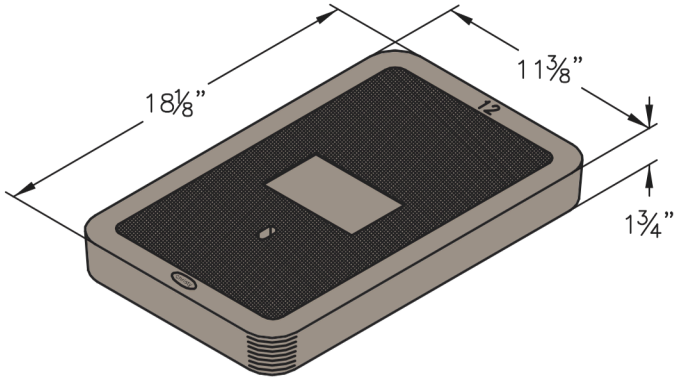
Following infrastructure installation, St. Nicks will resume bi-weekly maintenance of the palm tree lighting system. This includes:
- GFCI resets, transformer checks, and LED repairs or replacements as needed.
- Special event prep and rain response visits, coordinated with City staff.
- Proactive inspection and servicing of all lighting elements to preserve a clean and reliable appearance throughout the contract term.

B12

CHRISTY®

COVER

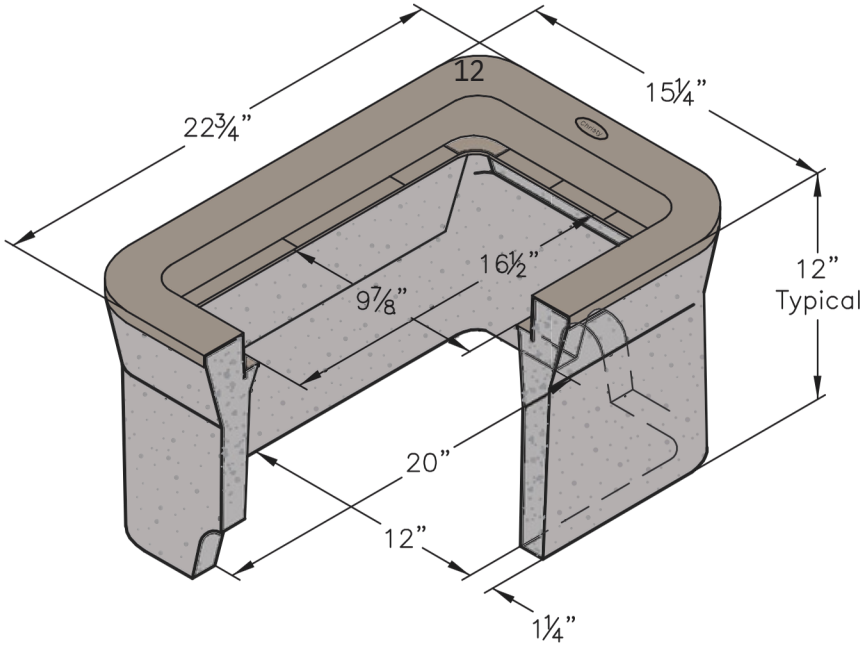
Style:	Flush
Material:	Reinforced Concrete
Model:	12” x 18”
Weight:	26 lbs
Options:	Special Markings
Surface:	Skid Resistant & Marked*
Coefficient of Friction:	
Performance:	>0.6 ASTM 1028 ASTM C 857, WUC 3.6



Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.

BODY

Material:	Reinforced Concrete with Composite Cap
Model:	23” x 15”
Weight:	12” Depth: 96 lbs
Wall Type:	Straight
Mouseholes:	0 - 2
Performance:	ASTM C 857, WUC 3.6



EXTENSION

Material:	Reinforced Concrete
Depth:	12”
Weight:	103 lbs

LOAD RATING / NOTES

LIGHT DUTY
PEDESTRIAN / GREENBELT

For use in non-vehicular traffic situations only. Weights and dimensions may vary slightly. Actual load rating is determined by the box and cover combination.

B12

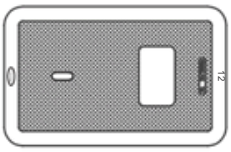
CHRISTY®

COVER OPTIONS

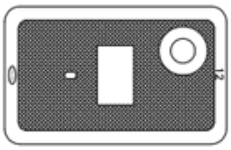
Concrete, Flush Solid
Concrete, Flush with AMR Opening
Concrete, Flush with Cast Iron Reader Door
Concrete, Flush with Concrete Reader Lid
Cast Iron, Flush Solid
Steel Checker Plate, Solid
Steel Checker Plate, with Reader Door

COVER OPTIONS

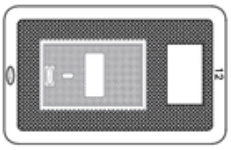
Galvanizing (Steel Covers)



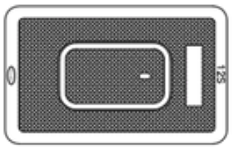
Concrete
Flush



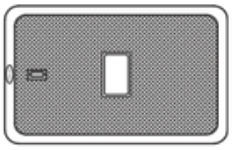
Concrete
with AMR Opening



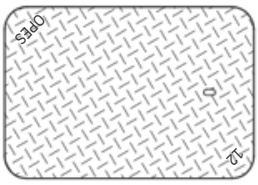
Concrete with
Cast Iron Reader Door



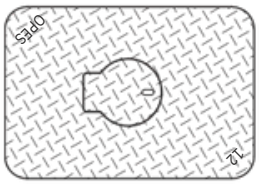
Concrete with
Concrete Reader Lid



Cast Iron
Flush



Steel Checker
Plate



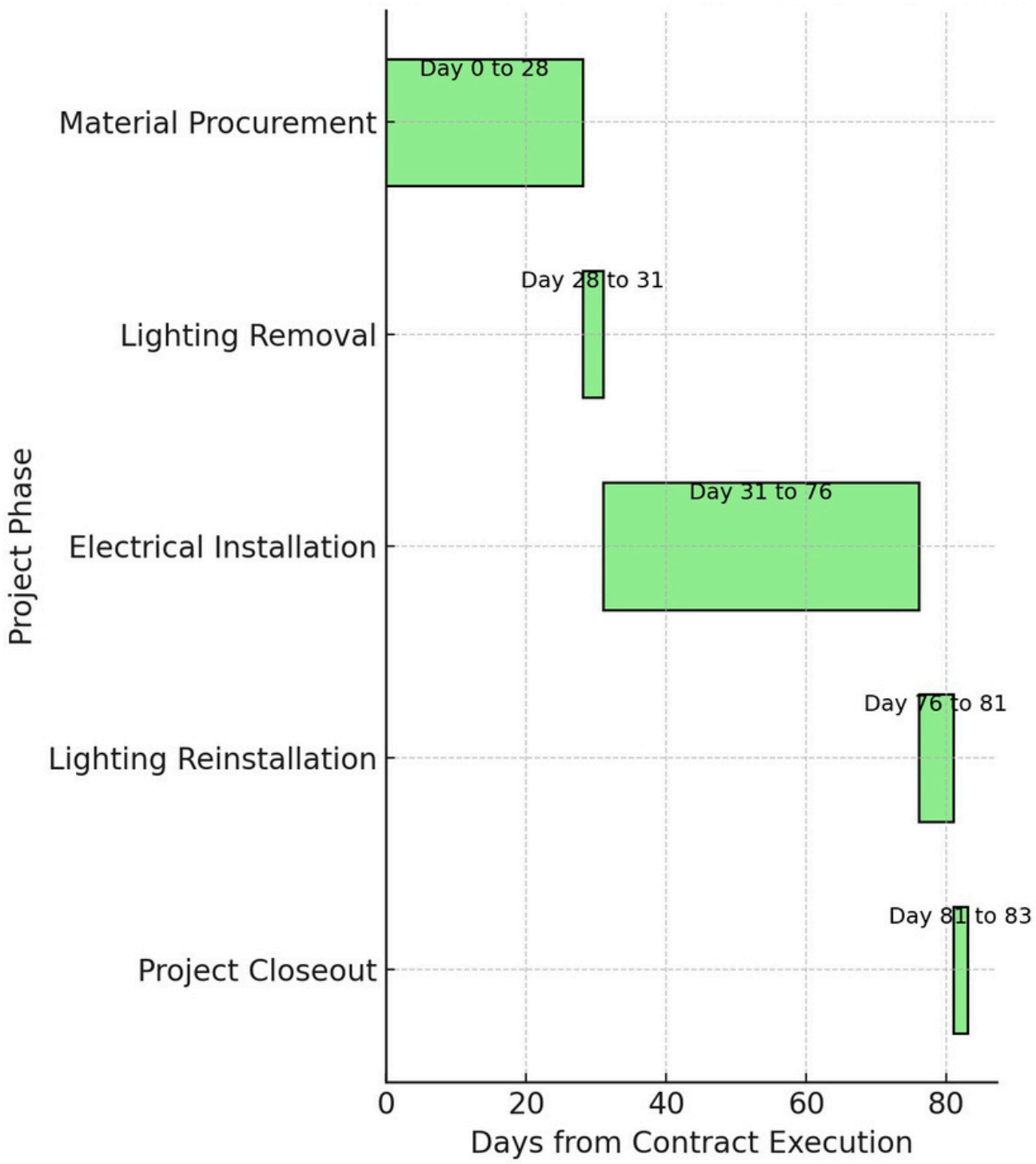
Steel with 6” Round
Reader Door

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

All information contained on this sheet is current at the time of publication.
Oldcastle reserves the right to discontinue or update product information without notice.

Revision 12/06/18
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Electrical Upgrades - Timeline



This timeline outlines the full sequence of work beginning at contract execution, covering material procurement, lighting removal, electrical installation, rewrapping, and final closeout. The total estimated timeline for project execution is 83 days. Procurement is scheduled for the first 4 weeks, followed by lighting removal (3 days), infrastructure installation (up to 45 days), lighting reinstallation (5 days), and final closeout (2 days).

Bi-Weekly Maintenance Schedule

St. Nick's will perform scheduled bi-weekly maintenance trips every other Tuesday night beginning the week following contract execution. Each visit will include inspections of all palm tree lighting elements, troubleshooting any outages or electrical issues, and ensuring visual consistency. Following each visit, a detailed maintenance report will be submitted to the City of Buena Park within two (2) business days, including technician notes, service descriptions, and before-and-after photos where applicable.

Maintenance Trip #	Date (Tuesday Night)
Trip 1	Tuesday, July 08, 2025
Trip 2	Tuesday, July 22, 2025
Trip 3	Tuesday, August 05, 2025
Trip 4	Tuesday, August 19, 2025
Trip 5	Tuesday, September 02, 2025
Trip 6	Tuesday, September 16, 2025
Trip 7	Tuesday, September 30, 2025
Trip 8	Tuesday, October 14, 2025
Trip 9	Tuesday, October 28, 2025
Trip 10	Tuesday, November 11, 2025
Trip 11	Tuesday, November 25, 2025
Trip 12	Tuesday, December 09, 2025
Trip 13	Tuesday, December 23, 2025
Trip 14	Tuesday, January 06, 2026
Trip 15	Tuesday, January 20, 2026
Trip 16	Tuesday, February 03, 2026
Trip 17	Tuesday, February 17, 2026
Trip 18	Tuesday, March 03, 2026
Trip 19	Tuesday, March 17, 2026
Trip 20	Tuesday, March 31, 2026
Trip 21	Tuesday, April 14, 2026
Trip 22	Tuesday, April 28, 2026
Trip 23	Tuesday, May 12, 2026
Trip 24	Tuesday, May 26, 2026
Trip 25	Tuesday, June 09, 2026
Trip 26	Tuesday, June 23, 2026

City of Buena Park – Palm Tree Lighting Maintenance

Pricing Proposal from St. Nick's Christmas Lighting & Décor

This pricing proposal outlines the costs for ongoing maintenance of the City of Buena Park's palm tree lighting system as well as the installation of new electrical infrastructure to support future upgrades. St. Nick's will handle all lighting service, tree wrapping, and project management. Let It Glow Inc., a licensed C-10 contractor, will execute the underground vault and conduit work necessary for long-term improvements.

Electrical Infrastructure Upgrades

Description	Qty	Unit Price	Total
Electrical Upgrades – vaults, conduit, trenching, labor (Let It Glow Inc.)	1	$191,952.00	$191,952.00
Lighting removal – 10 ft per palm (lump sum for 215 trees)	1	$13,975.00	$13,975.00
Lighting reinstallation – new lights and labor (lump sum for 215 palms)	1	$39,775.00	$39,775.00

General Services & Lighting Maintenance

Description	Qty	Unit Price	Total
Light strands (materials only per ft))	1	$1.00	$1.00
Scheduled maintenance visits (bi-weekly)	36	$225.00	$8,100.00
Emergency/special event maintenance trip	1	$225.00	$225.00
New palm tree wrap (labor only)	1	$325.00	$325.00
Photocell replacement	1	$250.00	$250.00
GFI replacement	1	$125.00	$125.00
Transformer unit (12V, low voltage)	1	$475.00	$475.00
Labor cost per hour	1	$65.00	$65.00

Palm Tree Halo Lighting (New Installation)

Description	Qty	Unit Price	Total
Palm Tree Halo Light - Ring & LED fixture	215	$753.58	$162,019.70
Labor to install Palm Tree Halo Light	215	$254.98	$54,820.70

*Requires power to be moves 10FT up the tree

Tree Ring for Spotlight Fixture - Specification Sheet



Material: Heavy-Duty Cast Aluminum

Finish: Black Powder-Coated

Outer Diameter: 23.5 inches (597 mm)

Width (Ring Thickness): 1.5 inches (38 mm)

Mounting Thread: 1/2" NPT

Fixture Mounting Holes: 4 pre-drilled 1/2" holes (expandable)

Compatible Tree Trunk Diameters: 10.25" to 20.75" (260 mm to 527 mm)

Application: Mounting landscape lighting fixtures on trees

Installation Notes: Pre-drill holes, secure using provided hardware

Spotlights Included: No (sold separately)

Mini Accent Light - 12V Fixture Specification Sheet



Model Number: 15384AZT

Voltage: 12V AC/DC

Mounting: 1/2" NPT Threaded Base

Material: Cast Aluminum

Finish: Textured Architectural Bronze

Socket: Bi-Pin (for MR16 bulb, not included)

Dimensions: 6" L x 2.5" W x 3.66" H

Lead Wire: 35" of #18-2, SPT-1-W leads

Application: Uplighting for trees, architectural features, landscape elements

Weatherproofing: Outdoor rated

Project Management Team



Daniel Christenson

Director of Sales – Primary Point of Contact

Daniel has led municipal and commercial holiday lighting projects for over five years at St. Nick's. He oversees all client-facing communication and ensures each project meets City expectations. As the primary liaison, Daniel manages proposal submission, project coordination, and ongoing support before, during, and after installation.



Nick Histamoto

Production Manager – Scheduling & Field Operations

Nick brings over five years of experience in the commercial lighting industry, with the past two dedicated to optimizing installation and maintenance crew logistics. He oversees scheduling, materials management, and field dispatch—ensuring efficient deployment for both regular and on-call service.



Brenda Sheridan

Director of Operations – Legal Compliance & Administration
With seven years at St. Nick's, Brenda ensures all backend operations run smoothly. She manages insurance documentation, licensing, and permit coordination, and ensures the project stays in compliance with all local codes and contract obligations.



Alonso Salazar

Senior Project Manager – On Site Lead

Alonso has over 20 years of hands-on experience leading commercial holiday installations. He is responsible for on-site coordination, installation quality, safety compliance, and maintaining performance standards throughout the contract term.

Let It Glow, Inc.
Electrical Partner – Licensed C-10 Contractor
Let It Glow Inc. is a licensed electrical contractor specializing in landscape and exterior lighting. With over 15 years of experience and a portfolio that includes cities, parks, and public spaces across California, Let It Glow is responsible for all electrical upgrades, transformer maintenance, underground vault conversions, and code-compliant work for this contract. Learn more at letitglow.com.

Let It Glow Inc. – Electrical Contractor Profile

Overview:

Let It Glow Inc., established in 2008 by brothers Mario and Miguel Hernandez, is a family-owned and operated electrical contracting company based in Huntington Beach, California. With over 15 years of experience, the company specializes in providing high-quality electrical services for residential, commercial, and industrial clients throughout Orange County and surrounding areas.

Services Offered:

- Residential Electrical Services: Panel upgrades, rewiring, lighting installation, and troubleshooting.
- Commercial & Industrial Electrical Services: Electrical system design, equipment installation, maintenance, and repairs.
- EV Charging Stations: Installation and maintenance of electric vehicle charging infrastructure.
- Solar Energy Solutions: Design and installation of solar panel systems for energy efficiency.
- Holiday Lighting: Design, installation, maintenance, and removal of festive lighting displays.

Licensing & Certifications:

- California Contractor License Number: 1108203
- Certifications: NFPA70E, OSHA30, EVITP

Contact Information:

- Address: 7611 Slater Avenue, Huntington Beach, CA 92647
- Phone: 714-654-4075
- Email: info@letitglow.com
- Website: www.letitglow.com

Let It Glow Inc. is committed to delivering exceptional electrical services with a focus on safety, reliability, and customer satisfaction. Their team of licensed and certified electricians ensures that every project meets the highest standards of quality and compliance.

Let It Glow Inc. – Electrical Contractor Profile

Contractor's License Detail for License # 1108203

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

LET IT GLOW INC
7791 ALHANBRA DR APT 1
HUNTINGTON BEACH, CA 92647
Business Phone Number:(714) 654-4075

Entity Corporation
Issue Date 08/04/2023
Expire Date 08/31/2025

License Status

This license is current and active.

DANIEL CHRISTENSON, MBA

6861 Walker Street, La Palma, CA 90623 | Daniel.J.Christenson@Outlook.com | (425) 877-3262

Education

Master of Business Administration, Project Management | Northwest University – Kirkland, WA | May 2018
Bachelor of Arts – Accounting | Northwest University – Kirkland, WA | Spring 2017

Work Experience

St. Nick's Christmas Lighting & Decor | La Palma, CA
Director of Sales & Project Manager / January 2021 – Present

Coordinate 45 projects per year ranging from $10,000 - $200,000 in revenue. Working with on site team to safely install holiday décor and lighting for clients such as City of Long Beach, Hollywood & Highland, City of Temecula, Glendale Galleria, and Saddleback Church.

Tradesmen International | La Mirada, CA
Account Executive / August 2020 – January 2021

Managed relationships with over 150 clients throughout Orange County. Sales and building relationships with contractors to send our working to support variable construction labor needs. Responsible for managing over 30 active field employees, invoicing, and collections.

Missionary Athletes International | La Mirada, CA
Director of Youth Development / September 2018 – Present

Raised finances for my salary through face to face meetings with key donors. Created three new programs and two revenue streams increasing the organization's annual revenue by over $75,000. Organized 20+ volunteers to coach soccer programs in under resourced neighborhoods, serving over 100 kids per week.

Biola University | La Mirada, CA
Assistant Men's Soccer Coach / August 2019 – June 2020

Oversee the program's administrative needs: budgeting, travel, and NCAA compliance. Assist in coaching training sessions on and off the field. Assist in organizing pre-season trip to Japan in August 2019.

Northwest University – College of Business | Kirkland, WA
Assistant Professor – MBA Program / September 2017 – November 2018

Assist professor in MBA program class, Management Communications. Graded assignments and graduate level research papers. Provide critical feedback to 20-30 students on final research paper. Use guided questions to facilitate valuable class discussions.

Morgan Real Estate Management | Mountlake Terrace, WA
Social Media Marketing / February 2017 – January 2018

Working in a small- business, I received hands on experience in social media marketing, web design and SEO to increase organic web traffic. Web traffic increased from 50 visits per month to 300+ per month in my first six months. I also developed many business leads through the local BNI chapter.

Penn, Schoen, & Berland (PSB) | Bellevue, WA
Market Research Intern / September 2016 – February 2017

Analyzed data from customer's feedback on many Microsoft services and products including Skype, Xbox, and Windows OS. Assist in developing actionable reports to better inform our client on how to create a better customer experience to increase customer retention.

Nick Hisamoto
[La Palma, CA] • (714) 519 5008 • nickhisamoto@gmail.com

Professional Summary

Dedicated and results-oriented Production Manager with over a decade of experience in event production, warehouse operations, and experiential design. Proven ability to manage high-impact events, coordinate large-scale logistical operations, and lead cross-functional teams. Combines creative problem-solving with operational expertise to drive efficiency, elevate customer experiences, and execute large productions seamlessly. Strong background in business administration and accounting, enabling effective budget oversight and strategic planning. Professional Experience

St. Nick's Christmas Lighting and Decor – [La Palma, CA]

Production Manager
2024 – Present

- Oversee daily operations of the production warehouse, managing inventory, supply chain logistics, and seasonal installations.
- Plan and coordinate large-scale holiday lighting and décor projects for residential, commercial, and public spaces.
- Supervise production staff and seasonal crews, ensuring all projects are completed safely, on time, and to quality standards.
- Maintain and repair lighting equipment, props, and décor to ensure readiness for installation.
- Collaborate with design and sales teams to assess project scope and develop efficient implementation plans.
- Implement organizational systems and workflows to improve operational efficiency and reduce turnaround time.

Tanaka Farms – Irvine, CA
Event & Production Manager
2014 – 2024

- Spearheaded the planning, logistics, and execution of high-profile public and private events, including:
    - o Weddings, corporate events, and public luncheons accommodating up to 800 attendees.
    - o Designed and produced event layouts, timelines, and resource plans in coordination with cross-functional teams.
- Directed the concept, build, and implementation of a 33-acre walkthrough light show experience over 3 consecutive years, significantly boosting seasonal traffic and revenue.
- Developed and fabricated custom installations and props to enhance the overall guest experience, integrating storytelling with functional design.
- Acted as the Customer Experience Coordinator, identifying areas of improvement and implementing solutions to optimize guest satisfaction and operational flow.

- Managed event budgets, vendor relationships, permits, staffing, and safety protocols, ensuring seamless execution from planning through post-event evaluation.

Belden Hiramoto and Liu Accounting Firm – Costa Mesa, CA
Client Account Specialist
[2018-2021]

- Provided tax and accounting services to a diverse client base, including individuals, small businesses, and corporations.
- Prepared and filed accurate personal and corporate tax returns, ensuring compliance with federal and state regulations.
- Supported audit and financial review processes, contributing to data analysis, report generation, and client consultations.
- Collaborated with clients to assess financial health and offer tailored recommendations for long-term fiscal planning.

Education
California State University, Fullerton
Bachelor of Arts in Business Administration
Class of 2021

Key Skills

- Production & Operations Management
- Warehouse Workflow Optimization
- Event & Experience Production
- Seasonal Lighting & Decor Installations
- Creative Set & Prop Fabrication
- Vendor & Logistics Coordination
- Budget Planning & Cost Control
- Team Leadership & Crew Management
- Tax Preparation & Financial Review

Microsoft Office Suite | QuickBooks | Inventory Management Software

Nicholas Adams

6861 Walker Street, La Palma, CA 90623, Nick@st-nicks.com
Cell: (562) 243-6518 Work: (562) 607-4224

PROFESSIONAL PROFILE

Over 26 years experience in commercial and residential lighting designs and décor, and business owner of several companies. Expertise in areas ranging from restoration of historic buildings, real estate investments, to businesses administration. Key Accomplishments:

- Entrepreneur who grew several businesses from start-up to substantial annual profits through effective business planning, creative sales techniques, and innovative designs and marketing styles.
- Led a variety of lighting opening Hollywood prime events, including Harry Potter and Deathly Hallow Part 1. List of celebrities clients include Miles Cyrus, Tony Shaloub and Lance Black.
- Award-winner of Los Angeles Philharmonic 40' custom guitar, displayed in Huntington Harbor, CA.
- Work with high profile commercial clients, list includes Downtown Disney, Los Angeles Music Center, City of Laguna Niguel and the Museum of Latin America Art in Long Beach.
- Restoration of historical buildings Gatsby and Gatsby West in Long Beach, CA.
- Recognized by clients and colleagues as a professional with a high degree of personal integrity. Known for a contagious passion for excellence, a talent for resourceful solutions, and a capacity for motivational leadership.

PROFESSIONAL EXPERIENCE

St. Nick's Commercial Décor and Design 1994 to Present
Founder and Chief Executive Director
West Coast Office: 6861 Walker Street, La Palma, CA 90623
East Coast Office: 1570 Hawthorn Parkway, Columbus, OH 43203

An agency serving exceptional modern and elegant lighting Décor designs for commercial and residential buildings.

- Develops a full range of designs of lighting Décor elements for holiday seasons, special events and year round displays.
- Owns a warehouse full of a wide selection of holiday lighting and Décor products for commercial and residential properties.
- Provides assistance to businesses and individuals seeking to brighten and promote their business with high quality lighting elements.
- Creates lighting designs to enhance patrons' experiences in outdoor and interior commercial structures.

Circle Capital LLC
Founder and Chief Managing Member
West Coast Office: 6861 Walker Street, La Palma, CA 90623
East Coast Office: 1570 Hawthorn Parkway, Columbus, OH 43203

A company offering superior real estate and property management and investment services.

- Successfully research and analyze real estate market in California and Ohio to assist associates on commercial and personal investments.
- Manages purchases and remodeling of commercial and residential buildings.
- Manages multiple apartment buildings, including rentals, building refurbishing, and employee's Supervision.
- Selects and hires self-motivated staff and trains them to be hard-working, customer focused and extremely educated in their field.
-

TRADE SHOW EXPERIENCE

- Hong Kong Lighting Fair - China, 2016 - 2018, 2019
- ICSC RECON Marketplace Mall- Las Vegas Nevada, 2022
- CPRS California Parks & Recreation Society- Long Beach CA, 2022
- Frankfurt Christmas World Show, Germany, 2019
- ICSC Western Conference Deal Making- San Diego California, 2022
- Dallas Holiday & Home Expo - Dallas Market Center, Dallas Texas, 2010-2019
- Los Angeles Gift & Home Market-- California Market Center, 2022

Bret A. Green, PE, PMP

Education:

Cal Polytechnic State University,
San Luis Obispo, CA
Bachelor of Science in Architectural Engineering

Registration:

Arizona – Civil Engineer
California – Civil Engineer

Certification:

Project Management Professional Certification
Project Management Institute

Professional Affiliations:

- Structural Engineering Association of Southern California
- American Concrete Institute
- International Code Council
- America Institute of Steel Construction

Specialties:

- Structural Engineering
- Facility and Equipment Buildings
- Pipeways, Platforms, and Pipe Supports for Petroleum Facilities

Experience:

Mr. Green has 24 years of experience in project engineering and design of civil and structural projects, including water/wastewater facilities, petroleum storage, pipeline, and industrial facilities.

Rail Facilities Experience:

Valero Energy Corp. **– Fontana Ethanol Terminal.** Senior Engineer responsible for detailed engineering and design of a new ethanol rail offloading and truck loading facilities at an existing intermodal site including new canopies at the rail and truck areas, rail car indexer, new control building, pipe supports, paving, and fencing. Coordinated with railroad engineering consultant. Assisted with the permitting process and provided structural observation throughout the construction phase.

Alon USA **– Bakersfield Refinery Rail Unloading Rack Upgrade.** Lead Engineer for modifications and extension of an existing steel rail unloading rack. Assisted project team with developing drawing and calculations to verify the new loading including movable gangways and piping.

Equilon **– Ethanol Rail Offloading Facility.** Directed engineering and design of new ethanol rail off loading facility including canopy, inspection platform, remote retention, pipe supports, pump foundations, and equipment foundations. Coordinated with railroad engineering consultant and adjacent facilities. Assisted with the permitting process and provided structural observation throughout the construction phase.

Gas Compressor Facilities Experience:

Southern California Gas Company **– Sylmar Compressor Station.** Senior engineer responsible for the detailed engineering and design of a new compressor facility including the foundations for the compressor, the buildings and the supporting equipment. Assisted with the permitting process and provided structural observations throughout the construction phase.

Pacific Gas and Electric **– Delevan Compressor Station.** Acted as the owner's agent to review the preliminary and detailed design for compliance with the building code and project specifications for a compressor station upgrade. Reviewed design drawings as well as vendor supplied drawings.

Water and Wastewater Facilities Experience:

Orange County Sanitation District – Standby Power and Reliability Improvements at both District plants. Lead Engineer for design of foundation and masonry building for the new standby generators, underground fuel storage, modifications to existing facilities to house equipment for the replacement of motor control centers, new power distribution systems and VFD pump motors.

Minimum Qualifications & Requirements

St. Nick's Christmas Lighting & Décor, along with our licensed electrical partner Let It Glow Inc., meets all of the minimum requirements outlined in RFP No. PW 25-02. We've been maintaining the palm tree lighting along Beach Boulevard since 2019 and are well-prepared to continue that work with the same consistency and attention to detail the City has come to expect.

Licensed Electrical Contractor: Let It Glow Inc. holds an active C-10 license (CA License #1108203) and will handle all electrical infrastructure work, including trenching, conduit, and vault installation.

Business License & Insurance: St. Nick's holds a valid California contractor's license and will maintain our City of Buena Park business license throughout the contract. We carry all required insurance, and COIs naming the City as additional insured are included in this proposal.

Proven Experience in Tree Lighting: We've been doing commercial and municipal tree lighting since 1998, including long-term palm tree programs for: - City of Buena Park (2019–present) - Hollywood BID - Los Angeles Music Center - City of Culver City - San Pedro BID

Familiarity with Buena Park: Our team knows this system inside and out. We've been hands-on with it for the last five years, which means faster troubleshooting, smoother communication, and a shorter learning curve than anyone else.

Right-of-Way Experience: We work in medians and high-traffic corridors regularly. Our team uses branded vehicles, arrow boards, cones, and PPE to ensure safety and compliance on every job.

References

Los Angeles Music Center Address: 135 N Grand Ave, Los Angeles, CA 90012
Contact: Keith McTague
Phone/Email: kmctague@musiccenter.org | (213) 972-3340
Project Description: Holiday lighting installations, on-call year-round maintenance of tree lighting in Grand Park and Music Center Plaza.

City of Culver City Address: 9770 Culver Blvd, Culver City, CA 90232
Contact: Luis Gonzalez
Phone/Email: Luis.gonzalez@culvercity.org | 310-253-5767
Project Description: Permanent lighting and palm tree lighting for civic corridors and event zones. Monthly maintenance trips coordinated with city contact.

San Pedro BID Address: 390 W 7th St, San Pedro, CA 90731
Contact: Ryan Blaney
Phone/Email: rblaney@sanpedrobid.com | (310) 832-7272
Project Description: Downtown palm tree lighting, holiday street décor, and year-round maintenance of overhead festoon lighting.

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kelly Williams Insurance Agency, Inc.
4400 E. Pacific Coast Hwy.
Long Beach CA 90804

CONTACT NAME: Gina Villacis
PHONE (A/C, No, Ext): (562) 498-8661 **FAX (A/C, No):** (562) 985-0429
E-MAIL ADDRESS: gina@kellywilliamsins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Mesa Underwriters Specialty Insurance Company	36838
INSURER B :	United Financial Casualty Company	11770
INSURER C :	Scottsdale Insurance Company	41297
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
T&G Global, LLC dba St. Nick's Christmas Lighting Services
6861 Walker St
La Palma CA 90623

COVERAGES **CERTIFICATE NUMBER:** CL2493004649 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $2,500 deductible GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MP0082001008637	09/07/2024	09/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	00885549	03/09/2025	09/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1228158	09/07/2024	09/07/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, endorsements, and exclusions.
City of Buena Park, its elected officials, officers, agents, employees, and volunteers
Endorsements included: CG 2010 1185; CG 2001 0413 Primary & Non contributory; CG 2404 1093 Waiver, Auto Form Form 2366 (02/11) M_CL and Form 2367 (06/10) M_CL.

CERTIFICATE HOLDER
City of Buena Park
6650 Beach Blvd
Buena Park CA 90621

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Republix Risk Mitigation Insurance Solutions 503 Natoma Street Folsom CA 95630	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 916-800-7787 **FAX (A/C, No):** 916-800-7995 **E-MAIL ADDRESS:** Certs@joinrepublix.com
INSURED T & G Global LLC 6861 Walker St La Palma CA 90623-1020	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ONCC17012135-01	9/29/2024	9/29/2025	☒ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation is granted in favor of City of Buena Park, its elected officials, officers, agents, employees, and volunteers with respects to Workers Compensation per the endorsement attached.

CERTIFICATE HOLDER

City of Buena Park
6650 Beach Blvd
Buena Park CA 90621-2905

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Buck

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/29/2024 Policy No. ONCC17012135-01 Endorsement No.

Insured

T & G Global LLC

Insurance Company Omaha National Casualty Company

Countersigned By Reagan Hall

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JESSICA	
MAGIC 98 INSURANCE SERVICES 343 6th Street # K Norco, CA 92860	PHONE (A/C, No, Ext): (951)279-8060	FAX (A/C, No): (951)279-8894
	E-MAIL ADDRESS: magic98@sbcglobal.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Palomar Excess and Surplus Insurance Company	
INSURED	INSURER B :	
Let it Glow Inc. 7791 ALHAMBRA DR APT 1 HUNTINGTON BEACH, CA 92647	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO- [ ] LOC [ ] OTHER:	Y		PA000087700	05/24/23	05/24/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is nmaed as additional insured

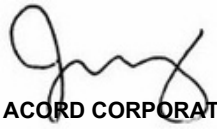
CERTIFICATE HOLDER

St Nicks'
Christmas Lighting and Decor
6861 Walker St
La Palma, CA 90623

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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PALM TREE WRAPS - SAMPLE









WWW.ST-NICKS.COM

TREE TRUNK WRAPS - SAMPLE













TREE TRUNK WRAPS - SAMPLE

City of Carson











Purpose of Proposal: ANNUAL PALM TREE LED LIGHTING MAINTENANCE SERVICES

Contact: Laurie Aubuchon, Senior Management Analyst - Public Works Dept.

Email: laubuchon@buenapark.com

Phone: (714) 562-3653

Project Date: TBD

Installation Address: Along Beach Boulevard and Orangethorpe Avenue in Buena Park, California

Authorized Signer

Printed Name

Date

This quote is valid for 30 days. To execute installation, please initial each additional option and sign below. Final agreement to follow.

Thank you,

Daniel Christenson

Daniel Christenson, Director of Sales
Daniel@st-nicks.com



All material appearing on the St. Nick's Christmas Lighting & Décor Proposal ("content") is protected by copyright under U.S. Copyright laws and is the property of St. Nick's Christmas Lighting & Décor. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any such content, nor may you distribute any part of this content over any network, including a local area network, sell or offer it for sale, or use such content to construct any kind of database, or to show a preferred layout for presenting creative concepts. You may not alter or remove any copyright or other notice from copies of the content on St. Nick's Christmas Lighting & Décor Proposal. For questions or concerns please contact stephanie@st-nicks.com

QUOTE

EST-000780

St. Nick's Christmas Lighting & Decor
6861 Walker Street
La Palma California 90623
U.S.A

Bill To
City of Buena Park
6650 Beach Blvd
Buena Park
90621 California
United States

Quote Date : 10 Jun 2025

Reference# : RGB Up Lights - 10 Trees

#	Item & Description	Qty	Rate	Amount
1	RGB Palm Tree Halo Light - Includes 6 RGB Controllable Light Fixtures	10	865.00	8,650.00
2	Labor to install Palm Tree Halo Light - Fixture installed at 10FT	10	254.98	2,549.80
3	Electrical Upgrades – vaults, conduit, trenching, labor (Let It Glow Inc.) - 10 Trees, Outlet moved 10FT Up Each Tree	1	9,856.59	9,856.59
4	Remove of Lights from Palm Trees - Full Tree	10	117.00	1,170.00
			Sub Total	22,226.39
			Tax (8.75%)	1,944.81
			Total	**$24,171.20**

Notes

For any questions, please call the St Nick's office, (562)-438-0017.

Terms & Conditions

All estimates are valid for 30 days.
A 50% deposit is required for scheduling installation services. Please ensure the deposit is paid promptly to secure your booking.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Kelly Williams Insurance Agency, Inc.
4400 E. Pacific Coast Hwy.
Long Beach CA 90804

CONTACT NAME: Gina Villacis
PHONE (A/C, No, Ext): (562) 498-8661 **FAX (A/C, No):** (562) 985-0429
E-MAIL ADDRESS: gina@kellywilliamsins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mesa Underwriters Specialty Insurance Company	36838
INSURER B : United Financial Casualty Company	11770
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
T&G Global, LLC dba St. Nick's Christmas Lighting Services
6861 Walker St
La Palma CA 90623

COVERAGES **CERTIFICATE NUMBER:** CL2493004649 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $2,500 deductible GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MP0082001008637	09/07/2024	09/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	00885549	03/09/2025	09/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1228158	09/07/2024	09/07/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

APPROVED
By Laurie Aubuchon at 3:46 pm, Apr 08, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, endorsements, and exclusions.
City of Buena Park, its elected officials, officers, agents, employees, and volunteers
Endorsements included: CG 2010 1185; CG 2001 0413 Primary & Non contributory; CG 2404 1093 Waiver, Auto Form Form 2366 (02/11) M_CL and Form 2367 (06/10) M_CL.

CERTIFICATE HOLDER
City of Buena Park
6650 Beach Blvd
Buena Park CA 90621

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an “insured” under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured’s liability for “bodily injury,” property damage” or “personal and advertising injury” caused in whole or in part by your acts or omissions in the performance of “your work” for the additional insured on or at “commercial construction projects.”

For the purposes of this Endorsement, “commercial construction projects” are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, “commercial construction projects” shall not include any building or structure which contains individual owner occupied units or dwellings.

.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

 Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Kelly Williams Insurance 4400 E PACIFIC COAST, LONG BEACH, CA 90804	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : United Financial Casualty Company	11770
INSURED	INSURER B :	
T&G GLOBAL, LLC DBA: ST. NICK'S CHRISTMAS LIGHTING SERVICES 6861 WALKER ST LA PALMA, CA 90623	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 208268855627183677D040325T222633 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	00885549	03/09/2025	09/09/2025	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	Y	00885549	03/09/2025	09/09/2025	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF BUENA PARK
City of Buena Park, its elected official
6650 BEACH BLVD
BUENA PARK, CA 90621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pasek

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kelly Williams Insurance	T&G GLOBAL, LLC DBA: ST. NICK'S CHRISTMAS LIGHTING SERVICES 6861 WALKER ST LA PALMA, CA 90623
POLICY NUMBER 00885549	
CARRIER / **NAIC CODE** United Financial Casualty Company / 11770	**EFFECTIVE DATE:** 03/09/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2007 FORD ECONO/CLUB WGN 1FTNE14W57DB14977	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person
2004 FORD ECONO/CLUB WGN 1FTNE24L54HA87358	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person
2016 RAM RAM CHASSIS 550 3C7WRMDL1GG148551	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person
2021 Ford F650 SUPER DUTY 1FDNF6AN8MDF06042	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person
2023 FORD F150 1FTEX1CP9PKF15884	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person
2013 FORD F550 1FDUF5GT6DEB00492	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$5,000 each person

Additional Information

Certificate holder is listed as an Additional Insured.

Blanket Waiver of Subrogation in favor of certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss.

Coverage is primary and non-contributory.

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10) M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

Republix Risk Mitigation Insurance Solutions
503 Natoma Street
Folsom CA 95630

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 916-800-7787 **FAX (A/C, No):** 916-800-7995
E-MAIL ADDRESS: Certs@joinrepublix.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Omaha National Casualty Company	16219
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

T & G Global LLC
6861 Walker St
La Palma CA 90623-1020

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ONCC17012135-01	9/29/2024	9/29/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation is granted in favor of City of Buena Park, its elected officials, officers, agents, employees, and volunteers with respects to Workers Compensation per the endorsement attached.

CERTIFICATE HOLDER

City of Buena Park
6650 Beach Blvd
Buena Park CA 90621-2905

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Buck

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/29/2024 Policy No. ONCC17012135-01 Endorsement No.
Insured Insurance Company Omaha National Casualty Company

T & G Global LLC

Countersigned By Reagan Hall

June 24, 2025
CONSENT CALENDAR
Item No. 4I.

City Council Agenda Report

AMENDMENT NO. 3 TO THE AGREEMENT WITH SOUTHERN COUNTIES OIL COMPANY (SC FUELS) FOR UNLEADED AND DIESEL FUEL FOR CITY VEHICLES

PREPARED BY	PRESENTED BY
Joe Hunt, Public Works Manager	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve Amendment No. 3 to the agreement with SC Fuels to extend the agreement term through June 30, 2026; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; 3) Authorize the City Manager and City Clerk to execute the amendment; and, 4) Dispense with competitive bidding pursuant to Municipal Code Section 3.28.080 (H) as it is in the best interest of the City to extend the existing contract for lower overall fuel costs and spare the expense of a competitive bidding process.

PREVIOUS CITY COUNCIL ACTION

The City Council approved the initial two-year agreement with SC Fuels on May 28, 2019. On March 22, 2022 the City Council approved Amendment No. 1 to the agreement, which extended it through June 23, 2023. On April 25, 2023, the City Council approved Amendment No. 2 to the agreement, which extended it through June 30, 2025.

DISCUSSION

The City has a fleet of over 280 vehicles and pieces of equipment that require fuel. SC Fuels has a long history of providing fuel to the City. On May 28, 2019 the City "piggybacked" off a competitive bid agreement with the City of Garden Grove, which is due to expire on June 30, 2025.

SC Fuels has offered to extend the current terms of the agreement with the City through June 30, 2026, with an option to extend an additional year if desired by the City. Staff believes it is in the best interest of the City to extend the agreement, as the price of fuel deliveries alone have significantly increased and will continue to increase in the future.

This report has been reviewed by the City's Purchasing Manager.

BUDGET IMPACT

The total amount of fuel needed is unknown due to driving requirements, which vary from day-to-day. The cost of fuel will also vary depending on market conditions. However, SC Fuels will discount the fuel when the City purchases over 3,500 gallons at once. On average, the City purchases 6,500 gallons of fuel for the Police Department on a monthly basis and 6,500 gallons of fuel for the City Yard on a bi-monthly basis. The actual cost of fuel is based on Los Angeles region wholesale pricing and is less than what a typical customer would see at the pump. This agreement would allow the City to continue purchasing fuel at the current rates through June 30, 2026, at an estimated cost of $600,000 per year.

Attachments

Buena Park 25-26 Extension offer SCFUELS.pdf
SC Fuels Signed Contract June 2019.pdf

1800 West Katella Ave., Suite 400
P.O. 8ox4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

Agency: CITY OF BUENA PARK

Start Date: 7/1/2025

Expiration: 6/30/2026

Renewals: 1 year

Payment Terms: Net 30

Product: Unleaded, Diesel

Pricing: LOS ANGELES OPIS GROSS RACK AVERAGE
DAILY 10 AM, WITH CAR

PRODUCT	DELIVERY SIZE	DISCOUNT	DELIVERY	TOTAL OPIS +/-
Unleaded	7000 +	-0.131	0.0521	-0.0789
	3500-6999	-0.121	0.0697	-0.0513
Diesel	1001-3499	0	.23	.23

CITY OF BUENA PARK

Signature

Date

Southern Counties Oil Co., a CA LP dba SC FUELS

Signature

5/26/25

Date

OCPCLHO

SC FUELS™
YOUR SINGLE CHOICE FOR FUEL

1800 West Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

Agency: CITY OF BUENA PARK

Tag on to City of Garden Grove Agreement dated June 26, 2018

Start Date: Acceptance

Expiration: 6/30/2021

Renewals: 3 / 1 year

Payment Terms: Net 30

Product: Unleaded, Diesel

Pricing: LOS ANGELES OPIS GROSS RACK AVERAGE DAILY 10 AM, WITH CAR

PRODUCT	DELIVERY SIZE	DISCOUNT	DELIVERY	TOTAL OPIS +/-
Unleaded	7000 +	-0.131	0.0306	-0.1004
	3500-6999	-0.121	0.0611	-0.0599
Diesel	7000+	-0.036	0.0324	-0.0036
	3500-6999	-0.026	0.0616	0.0356
	1001-3499	0	0.0943	0.0943
	500-1000	0	0.2079	0.2079
	1-499	0	0.3277	0.3277

CITY OF BUENA PARK

Signature

5/30/19
Date

ATTEST:

ADRIA M. JIMENEZ, MMC
CITY CLERK

BUENA PARK INCORPORATED 1953 CALIFORNIA

Southern Counties Oil Co., a CA LP dba SC FUELS

Patrick W. Barnett
Signature

5/1/19
Date

OCPCLHO

AGREEMENT FOR PROVISION OF GASOLINE AND DIESEL FUEL

THIS AGREEMENT is made this 26th day of June, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **SOUTHERN COUNTIES OIL CO., a California Limited Partnership, DBA SC FUELS,** a California limited partnership, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council approval dated June 26, 2018.

2. CITY desires to utilize the services of CONTRACTOR to Monitor, Provide and Deliver fuel to the City of Garden Grove for vehicles and equipment to the following locations:
   a. Municipal Service Center located at 13802 Newhope Street, Garden Grove, CA 92843
   b. Garden Grove Police Department located at 11301 Acacia Parkway, Garden Grove, CA 92840

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This contract shall remain in effect for three (3) years from the date of execution with an option to extend said agreement an additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for fuel delivered to date in accordance with the Proposal which is attached as Attachment "B" and is hereby incorporated by reference. Contractor is required to present evidence to support the amount of fuel delivered.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services & Specifications. The Scope of Services & Specifications are attached as Attachment A, and are incorporated herein by reference. Proposal and this Agreement do not guarantee any specific amount of work, provided that fuel shall be delivered to the following locations:

   a. Municipal Service Center located at 13802 Newhope Street, Garden Grove, CA 92843

b. Garden Grove Police Department located at 11301 Acacia Parkway, Garden Grove, CA 92840

The Scope of Services & Specifications: Attachment "A" (hereinafter referred to as CONTRACTOR's "Proposal") and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work or purchase.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 AMOUNT. Total Compensation under this agreement shall not exceed (NTE) the amount of One Million Dollars ($1,000,000.00), per year, payable in arrears and in accordance with the Proposal Pricing in Attachment "B". The total amount of this agreement shall not exceed $5,000,000.00 over the five year term of this agreement. Pricing is to be based on the Oil Price Information Service (OPIS) Gasoline & Diesel Rack Average Daily AM prices benchmark plus the discount/adder adjustments listed in the Proposal Pricing Sheet included in Attachment "B" based on the "per gallon" amount of fuel ordered and delivered.

3.2 Payment. For fuel delivered under this Agreement, payment shall be made per invoice for fuel delivered.

3.3 Records of Expenses. Reserved.

3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to the amount of fuel delivered.

4. **Insurance Requirements.**

4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

4.2 Workers' Compensation Insurance. For the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in the amount of $5,000,000 per occurrence; coverage to include XCU (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Endorsements for primary and non-contributory.

(b) Automobile liability in the amount of $5,000,000 combined single limit; Policy must be endorsed to delete pollution exclusion. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Automobile pollution in an amount of $5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(d) Excess liability, following form, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations,** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

MSC 90 Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of

insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (d) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work or services performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
SOUTHERN COUNTIES OIL CO. DBA SC FUELS
Attention: Patrick Barnecut, President
PO BOX 4159
ORANGE, CA 92863-4159

b. (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work/Services.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work or services to be performed; (2) it has investigated the site of the work or services and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work or services under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or services as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work or services will

be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

    This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 6/27/18

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

Teresa Pomeroy
City Clerk

Date: 6/27/18

"CONTRACTOR"
SOUTHERN COUNTIES OIL CO., a Calif. LP
DBA SC FUELS DWB

By: Edward A. Wondergem

Name: Edward A. Wondergem

Title: CFO

Date: 6/6/18

Tax ID No. 33-0488996

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

6-11-18
Date

ATTACHMENT "A"

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL S-1235

PROVIDE GASOLINE AND DIESEL

SCOPE OF SERVICES & SPECIFICATIONS

The City of Garden Grove seeks a contractor/vendor to provide the delivery of Unleaded Gasoline and Diesel fuel to existing underground storage tanks at the City's Municipal Service Center and Public Safety Facility.

ESTIMATED ANNUAL VOLUME OF FUEL PURCHASES

Unleaded 87 Octane – 225,000 gallons

Diesel – 32,000 gallons

Volume estimates are based on historical records.

DELIVERY LOCATIONS AND UNDERGROUND TANK SIZES

Municipal Service Center: 13802 Newhope Street, Garden Grove, CA 92843

- One (1) 20,000 gallon tank for unleaded fuel and
- One (1) 6,000 gallon tank for unleaded fuel
- One (1) 6,000 gallon tank for diesel fuel

Public Safety Facility: 11301 Acacia Parkway, Garden Grove, CA 92840

- One (1) 10,000 gallon tank for unleaded fuel
- One (1) 2,000 gallon tank for diesel fuel

DELIVERY REQUIREMENTS

Delivery must be made within two (2) working days after receipt of order. All purchases for underground storage tanks will be a full load.

Currently averaging one (1) - two (2) full load deliveries per month at both the Municipal Service Center and Public Safety Facilities.

ATTACHMENT "A"

REQUEST FOR PROPOSAL S-1235

PRICING AND INVOICING

The contract bid price shall include full compensation for providing all required services as specified in Scope of Services & Specifications. NO additional compensation will be allowed.

For purposes of payment, it shall be the Los Angeles California OPIS Gross 10AM EST Daily Rack Average with CAR report.

Pricing on the invoices shall indicate OPIS price for day of delivery and also the price being charged to City.

Delivery rate and total delivery charge shall be separate line item and shall not be combined with fuel costs when computing sales tax.

QUALITY OF FUELS

Fuel provided must meet the latest requirements of the California Air Resources Board (CARB) Phase 2 Reformulated Gasoline and Diesel.

Only major oil company quality fuels meeting the following specifications are to be quoted and/or awarded.

Gasoline shall be unleaded regular 87 Octane minimum.

Diesel Fuel shall be Type 2 Clear.

VENDOR/SUPPLIER RESPONSIBILITY

Vendor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents. In addition, the City reserves the right to cancel the agreement of the Vendor/Supplier, notwithstanding compliance with the procedures set forth herein, delivers in a negligent manner or who, under any circumstances, causes a spill while delivering.

Vendor shall have title to and bear risk of loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass, except for loss or damage result from Vendor's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by the City.

ATTACHMENT "A"

REQUEST FOR PROPOSAL S-1235

It is the responsibility of the Vendor/Supplier to have the delivering driver measure each fuel tank using a measuring stick as well as the City's Veeder Root system before and after each delivery.

All deliveries shall be made between **7:00 am to 5:00 pm Monday through Friday,** except when orders state that the deliveries must be made at a different time.

TEMPERATURE CORRECTION

Vendor shall correct or adjust gasoline and diesel deliveries so as to be stated, billed, and paid for on the basis of such gasoline and diesel fuel at sixty (60) degrees temperature, using methods that are accepted as being in general use for this method of adjusting volumetric quantities to temperature conditions.

MATERIAL SAFETY DATA SHEETS

In compliance with Title 8 of the California Code of Regulations (OSHA), the City requires two (2) copies of the U.S. Department of Labor – Material Safety Data sheet for item(s) purchased. The material safety data sheet shall be submitted to the using department at the time of delivery.

SOURCE GUARANTEE

Vendors who do not own refineries shall have contracts or written irrevocable commitments to contract with refiners which are capable of supplying products which meet fuel specifications in the quantities listed herein.

Contracts or commitments must guarantee supply in the required amounts for the term of any contract resulting from the RFP. Failure to include source guarantee documentation may void response if the City has no prior experience with the vendor.

RECORD KEEPING

Vendor shall maintain records of the City's purchases and make them available for audit and inspection. Vendor shall record the quantities, cost, delivery locations, and taxes for each delivery. Vendor shall provide the City with a copy of such records within ten (10) days of the City's request. Vendor shall provide the City with Quarterly and Year-End Fuel Reports (Quantity Purchased) as part of the contract.

ATTACHMENT "A"

REQUEST FOR PROPOSAL S-1235

TAXES

The City is exempt from Federal Excise taxes and no payment shall be made for any personal property taxes levied on the Vendor or on any taxes levied on employee wages.

The City will only pay for any state and local sales or use taxes on the products pursuant to this contract.

OPTIONAL ITEMS

Please provide an annual cost for providing fuel management services as part of this contract. The item listed as OPTION A in ATTACHMENT "B" will not be used to **score the pricing section of this RFP process** since it is optional for the CITY. However, at its sole discretion, the City may elect to include (OPTION A) as part of the contract based on budgeted funds. ***All proposers are required to provide pricing for OPTION A or provide an explanation as to why they are unable to provide this optional service.***

Those proposers who do not provide pricing for **all items** listed on ATTACHMENT "B"/PROPOSAL PRICING SHEET risk the chance of their proposal being deemed as NON-RESPONSIVE.

ATTACHMENT "B"

CITY OF GARDEN GROVE

REQUEST FOR PROPOSALS S-1235

PROVIDE GASOLINE AND DIESEL

PROPOSAL PRICING SHEET

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

87 OCTANE

Bulk fuels full truck and trailer	Delivery size: 7,000+ gallons
OPIS Plus	0.0000 cents per gallon
Or Minus	0.1310 cents per gallon
Delivery	0.0306 cents per gallon
Other (specify)	0.0000 cents per gallon
Applicable Discount(s)	0.0000 cents per gallon
Total OPIS +	-0.1004 net cents per gallon

Smaller Tank less than full truck Delivery size: 3,500 – 6,999 gallons

OPIS Plus	0.0000 cents per gallon
Or Minus	0.1210 cents per gallon
Delivery	0.0611 cents per gallon
Other (specify)	0.0000 cents per gallon
Applicable Discount(s)	0.0000 cents per gallon
Total OPIS +	-0.0599 net cents per gallon

Large bulk deliveries exceeding 7,000 gallons could include a combined load of gasoline and diesel.

Please include any split load charges in the "Other" category if needed.

ATTACHMENT "B"

CITY OF GARDEN GROVE

REQUEST FOR PROPOSALS S-1235

PROVIDE GASOLINE AND DIESEL

PROPOSAL PRICING SHEET

Diesel – Type 2 Clear

Diesel prices (four decimal places, i.e. 0.0000)

Bulk fuels full truck and trailer	Delivery size: 7,000+ gallons
OPIS Plus	0.0000 cents per gallon
Or Minus	0.0360 cents per gallon
Delivery	0.0324 cents per gallon
Other (specify)	0.0000 cents per gallon
Applicable Discount(s)	0.0000 cents per gallon
Total OPIS +	-0.0036 net cents per gallon

Smaller Tank less than full truck	Delivery size: 3,500 – 6,999 gallons
OPIS Plus	0.0000 cents per gallon
Or Minus	0.0260 cents per gallon
Delivery	0.0616 cents per gallon
Other (specify)	0.0000 cents per gallon
Applicable Discount(s)	0.0000 cents per gallon
Total OPIS +	0.0356 net cents per gallon

OPTION A: Fuel Management Services 0.00 (Included in fuel pricing) per year

Please provide an annual cost for providing fuel management services as part of this contract. The above item listed as OPTION A will not be used to **score the pricing section of the RFP process/determine the lowest, responsible bidder** since it is optional for the CITY. However, at its sole discretion, the City may elect to include the above item (OPTION A) as part of the contract based on

ATTACHMENT "B"

CITY OF GARDEN GROVE

REQUEST FOR PROPOSALS S-1235

PROVIDE GASOLINE AND DIESEL

PROPOSAL PRICING SHEET

budgeted funds. ***All proposers are required to provide pricing for OPTION A or provide an explanation as to why they are unable to provide this optional service.***

Those proposers who do not provide pricing for **all items** listed on ATTACHMENT "B"/ PROPOSAL PRICING SHEET risk the chance of their proposal being deemed as NON-RESPONSIVE

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY: Patrick W. Barnecut
(Signature)

714-744-7140
Telephone Number

Patrick W. Barnecut
(Type or Print Name)

President
(Title)

koepk@scfuels.com
(Email Address)

Southern Counties Oil Co., a California Limited Partnership dba SC Fuels
(Company Name)

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP

FILE NUMBER:	199133000002
FORMATION DATE:	11/25/1991
TYPE:	DOMESTIC LIMITED PARTNERSHIP
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 2, 2018.

ALEX PADILLA
Secretary of State

TLB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614

999999-STND-GAWU-17-18

INSURED
Southern Counties Oil Co., A CA LP
Southern Counties Lubricants, LLC,
Cardlock Fuels System, Inc.
dba SC Fuels, dba Canyon State Oil
P.O. Box 4159
Orange, CA 92863-4159

Cynde X. Morales
714-516-7244 or
ext. 7294

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federated Service Insurance Company	A+, XV	28304
INSURER B: Insurance Company Of The West	A-, X11	27847
INSURER C:		
INSURER D: moralesc@scfuels.com		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** LOS-002220330-46 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		9170668	11/01/2017	11/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		9170666	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Auto Pollution						COMP/COLL DEDS:	$ 1,000
A	X UMBRELLA LIAB / X OCCUR			9170667	11/01/2017	11/01/2018	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WVC308499501	11/01/2017	11/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Garden Grove, its officers, officials, employes, agents and volunteers are named as an additional insured as their interest appears per written contract. Coverage is primary and non-contributory. A waiver of subrogation applies. An MCS 90 applies. Umbrella Liability policy is following form

Reviewed and approved as to insurance language and/or requirements
Risk Management

CERTIFICATE HOLDER

City of Garden Grove
Attn. Mary Dilley
11222 Acacia Parkway
Garden Grove, CA 92840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Pamela Petersen

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Reviewed and approved as to insurance language and/or requirements
Risk Management
6-5-18

Reviewed and approved as to insurance language and/or requirements
Risk Management
4-30-18

POLICY NUMBER: 9170666 ✓

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
2-28-18

© Insurance Services Office, Inc., 2012

Policy Number: 9170666 Transaction Effective Date: 11-01-2017

Reviewed and approved as to insurance language and/or requirements.
Risk Management
6-5-18

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-30-18

POLICY NUMBER: 9170666 ✓

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED.	ANY LOCATION WHERE YOU ARE PERFORMING OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language and requirements
Risk Management
Heidi M. Jay
2-28-18

© Insurance Services Office, Inc., 2012

Policy Number: 9170666
Transaction Effective Date: 11-01-2017

Reviewed and approved as to insurance language and requirements
Risk Management
Heidi M. Jay
6-5-18

Reviewed and approved as to insurance language and requirements
Risk Management
Heidi M. Jay
4-30-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
2-28-18

© Insurance Services Office, Inc., 2012

Policy Number: 9170666
Transaction Effective Date: 11/01/2017

Reviewed and approved as to insurance language and/or requirements.
Risk Management
6-5-18

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-30-18

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 34

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THIS WAIVER IS REQUIRED.	ALL CALIFORNIA OPERATIONS.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
6-5-18

Policy Number: WVE5084995-01 Insured: Southern Counties Oil Co

Endorsement Effective: 11/01/2017 Coverage Provided by: Insurance Company of the West

Issue Date: 10/26/2017 Countersigned by:

WC 99 06 34
(Ed. 8-00)

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-30-18

Reviewed and approved as to insurance language and/or requirements
Risk Management
2-28-18

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FORM MCS 90 OMB NO. 2126-0008

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to SOUTHERN COUNTIES OIL CO of ORANGE CA

Dated at Owatonna, MN 55060 this 19th day of October , 20 17

Amending Policy No 9170666 Effective Date 11-01-2017

Name of Insurance Company FEDERATED SERVICE INSURANCE COMPANY

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of $ $1,000,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 855-333-4949.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by th FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered again the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for informational purposes only.

MCS-90 (09-09) Policy Number: 9170666 Transaction Effective Date: 11-01-2017

Reviewed and approved as to insurance language and/or requirements.
Risk Management
6-5-18

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
Risk Management
4-30-18

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
Risk Management
2-28-18

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SCHEDULE OF LIMITS
PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1., 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material, or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay
Risk Management
6-5-18

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FORM MCS 90

OMB NO. 2126-0008

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to SOUTHERN COUNTIES OIL CO of ORANGE CA

Dated at Owatonna, MN 55060 this 28th day of February , 20 18

Amending Policy No 9170667 Effective Date 11-01-2017

Name of Insurance Company FEDERATED SERVICE INSURANCE COMPANY

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

[ ] This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.

[X] This insurance is excess and the company shall not be liable for amounts in excess of $ $4,000,000 for each accident in excess of the underlying limit of $ $1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 888-333-4949.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by th FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered again the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay
Risk Management
4-30-18

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay
Risk Management
2-28-18

MCS-90 (09-09) Policy Number: 9170667 ✓ Transaction Effective Date: 02-28-2018

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SCHEDULE OF LIMITS
PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1., 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

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UMB

FEDERATED SERVICE INSURANCE COMPANY
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL UMBRELLA LIABILITY POLICY

A STOCK COMPANY PARTICIPATING NONASSESSABLE POLICY

Policy No. 9170867
Account No. 346-401-3

Item 1. Named Insured and Address:
SOUTHERN COUNTIES OIL CO A
CALIFORNIA LIMITED PARTNERSHIP
1800 W KATELLA AVE STE 400
ORANGE CA 92867

Item 2. Policy Period: (Mo. Day Yr.)
From 11-01-2017 to 11-01-2018
12:01 A.M., standard time at the address of the named insured as stated herein.
The named insured is:
Limited Partnership
Business of named insured is:

Item 3. $25,000,000 Occurrence Limit
Item 4. $25,000,000 Aggregate Limit
Item 5. $523,655 Annual Premium

Item 6. Schedule of Underlying Insurance Policies.

CERTIFIED ACTS OF TERRORISM PREMIUM: $20,946

Type of Insurance	Limits of Liability Per Occurrence	Limits of Liability Aggregate	Insurer - Federated unless otherwise indicated.
GENERAL LIABILITY			
[X] Commercial General Liability	$1,000,000	$2,000,000	
[ ] Businessowners			
[ ] Dwelling			
[ ] Dwelling			
[ ] Dwelling			
AUTO LIABILITY			
[X] Business Auto	$1,000,000		
[ ] Auto Dealers Coverage Form			
[ ] Businessowners			
[ ] Personal Auto			
OTHER UNDERLYING INSURANCE			
[ ] Equipment Dealers Stock Floater, Coverage B - Property of Others			
[ ] Garagekeepers			
[ ] Legal Liability - Building			

~~#15~~ 10-5-18 ~~#15~~ 1-30-18 ~~#15~~ 2-28-18

Federated Internal Copy - fonts and format may vary from original

UMB

EMPLOYERS LIABILITY	Limits of Liability	
[X] Employers Liability	$1000000/1000000/1000000	STAR
[ ] State Fund		
[ ] Self-Insured Work Comp		

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

In Witness Whereof, the Company has caused this policy to be executed and attested.

SECRETARY PRESIDENT

This policy consists of: (1) this Declarations; (2) the Schedule of Forms and Endorsements, if attached; and (3) all forms and endorsements listed on this Declarations or, if attached, the Schedule of Forms and Endorsements.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

DESIGNATED ADDITIONAL INSURED

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840-5208

A. Each person or organization shown in the Schedule is an additional insured for A. Excess Liability Coverages, but only to the extent that person or organization qualifies as an additional insured under Paragraph A.2. in Section IV. Who Is An Insured.

All other terms, conditions and exclusions remain unchanged.

Insured:
SOUTHERN COUNTIES OIL CO A
CALIFORNIA LIMITED PARTNERSHIP
1800 W KATELLA AVE STE 400
ORANGE CA 92867

Reviewed and approved as to insurance language and/or requirements.
Risk Management
6-5-18

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-30-18

Reviewed and approved as to insurance language and/or requirements
Risk Management
2-28-18

SOUTCOU-25 KSHIPPEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 4695 MacArthur Court, Suite 600 Newport Beach, CA 92660	CONTACT NAME: Kimberly Shippey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kimberly.shippey@hubinternational.com
INSURED Southern Counties Oil Co., A California Limited Partnership SC Commercial, LLC; SC Retail, LLC.; Cardlock Fuels System Inc. dba SC Fuels, dba SOCO Group P.O. Box 4159 Orange, CA 92867	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federated Service Insurance Company — 28304 INSURER B : Insurance Company of the West — 27847 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Railroad Prot Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X		9170666	11/1/2018	11/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Auto Pollution Incl	X		9170666	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		9170667	11/1/2018	11/1/2019	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WSD503499503	11/1/2018	11/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

INSURANCE 5/28/19 Date Risk Manage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Fuel delivery contract
The City of Buena Park, its officers, officials, agents, employees and volunteers are included as additional insured as respects general liability and auto liability, as required by written contract, which is priomary and non-contributory, subject to the terms and conditions of the respective policies and the attached forms. Excess liability is following form. Waiver of subrogation applies as respects workers' compensation, as required by written contract, per the attached form.

CERTIFICATE HOLDER

City of Buena Park
6955 Aragon Circle
Buena Park, CA 90621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PW/Admin/Fuel Del

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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FORM MCS 90

OMB NO. 2126-0008

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to Southern Counties Oil Co. of ORANGE CA

Dated at Owatonna, MN 55060 this 17th day of September , 20 18

Amending Policy No 9170666 Effective Date 11/01/2018

Name of Insurance Company FEDERATED SERVICE INSURANCE COMPANY

Countersigned by James A. Thor
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of $ $1,000,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 888-333-4949 .

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by th FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered again the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE The limits shown in the schedule are for information purposes only.

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2018 Policy No. WSD 5034995 03 Endorsement No.

Insured SOUTHERN COUNTIES OIL CO Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

SC FUELS™
YOUR SINGLE CHOICE FOR FUEL

1800 West Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

Agency: CITY OF BUENA PARK
Tag on to City of Garden Grove Agreement
dated June 26, 2018

Start Date: Acceptance

Expiration: 6/30/2021

Renewals: 3 / 1 year

Payment Terms: Net 30

Product: Unleaded, Diesel

Pricing: LOS ANGELES OPIS GROSS RACK AVERAGE
DAILY 10 AM, WITH CAR

PRODUCT	DELIVERY SIZE	DISCOUNT	DELIVERY	TOTAL OPIS +/-
Unleaded	7000 +	-0.131	0.0306	-0.1004
	3500-6999	-0.121	0.0611	-0.0599
Diesel	7000+	-0.036	0.0324	-0.0036
	3500-6999	-0.026	0.0616	0.0356
	1001-3499	0	0.0943	0.0943
	500-1000	0	0.2079	0.2079
	1-499	0	0.3277	0.3277

CITY OF BUENA PARK

Signature

Date

Southern Counties Oil Co., a CA LP dba SC FUELS

Patrick W. Barnett

Signature

5/1/19

Date

OCPCLHO

June 24, 2025
CONSENT CALENDAR
Item No. 4J.

City Council Agenda Report

AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT NO. 19-01 WITH YUNEX, LLC

PREPARED BY	PRESENTED BY
Norm Wray, Senior Engineering Technician	Norm Wray, Senior Engineering Technician
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve Amendment No. 7 to the Professional Services Agreement (PSA) Number 19-01 with Yunex, LLC, for traffic signal maintenance services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the Amendment; 3) Authorize the City Manager and City Clerk to execute the Amendment; and, 4) Determine that dispensing with competitive bidding pursuant to Municipal Code Section 3.28.080 (H) is in the best interest of the City due to the proposed contract rates being lower than comparable rates in similar current bids.

PREVIOUS CITY COUNCIL ACTION

The City Council approved the original PSA No. 19-01 on January 8, 2019, and has since approved six amendments to extend the term of the agreement, modify the services performed, and adjust the compensation paid in consideration for the services. The last of these amendments, approved in June 2024, is scheduled to expire on June 30, 3025.

DISCUSSION

Maintaining traffic signals in the city is vital for safety, flow, and compliance. Properly functioning signals reduce accidents, optimize traffic patterns, and improve pedestrian safety. Consistent maintenance ensures compliance with traffic standards, aid emergency response, and fosters public confidence in the City's transportation infrastructure. Additionally, well-maintained signals support data collection for traffic management and planning.

The City owns 86 existing traffic signalized intersections, including five signals on the Beach Boulevard corridor, which are coordinated by Caltrans. The City also operates several flashing beacons and radar speed feedback signs.

Since August 2012, traffic signal maintenance in the City has been provided through contracts with outside companies. The City worked with Aegis ITS for traffic signal maintenance from 2012 through 2016, and has worked closely with Siemens since 2016. In 2021, Siemens separated its Intelligent Transportation Systems (ITS) business into a new entity under the name of Yunex, LLC. This name change was incorporated into Amendment No. 2 to the PSA previously approved by the City Council. Staff has been very satisfied with the work Siemens/Yunex has produced throughout the entire contract term and desires to extend the contract for one additional year.

Yunex has locally-based traffic signal technicians, as well as a significant inventory of spare parts. This allows them to respond quickly in the event of an emergency or during after-hour call-outs for maintenance. Based on their prior performance, staff has elected to move forward with Yunex for an additional year without soliciting additional bids.

Yunex has asked the City to authorize a 3.0% increase in the contract costs based on an increase in the Consumer Price Index (CPI). This increase would represent only the fifth cost increase in the contract since it began in 2016, and staff believes that the increase is supported by the regional CPI. Staff has worked with the City Attorney in preparing the proposed Amendment No. 7, which is presented for the City Council's consideration.

In addition, Yunex has asked the City to authorize an increase in labor costs for extraordinary maintenance based on union labor agreements for the traffic signal technicians. This increase would represent the first such increase not directly tied to CPI changes. Staff has compared the proposed labor rates to rates that have been included in recent bid openings, and has found that the proposed rates are still lower than seen in other bids.

Municipal Code Section 3.28.080 (H) allows the City to dispense with competitive bidding when City Council determines it is in the best interest of the City and state the basis for its determination. Staff compared the proposed labor and equipment rates of the contract and has found that they are lower than comparable labor and equipment rates in other current bids. As such, competitive bidding would not result in lower rates than are currently available to the City.

BUDGET IMPACT

The cost for routine maintenance (e.g. monthly inspection of each traffic signal and other items) will be $106,803.72 annually. This represents an annual increase of 3.0% as discussed above. This cost is within the proposed FY 2025-26 budget for this item and will not require any changes to the budget.

Extraordinary maintenance and emergency call-outs are estimated to cost $260,000 annually. Therefore, the attached PSA has a "not-to-exceed" cost of $260,000 per year for extraordinary maintenance. The maintenance expenditures vary from year to year as they depend on the amount of extraordinary maintenance completed.

The total contract amount for routine and extraordinary maintenance is expected to be $366,803.72 annually. These costs are included in the proposed FY 2025-26 budget in the traffic signal maintenance account (11-560230-6240).

Attachments

Att 1 of 3 - Ammendment No 7.pdf

Att 2 of 3 - Exhibit B.pdf

Att 3 of 3 - Exhibit C.pdf

CITY OF BUENA PARK
Department of Public Works

Amendment No. 7 to Professional Services Agreement (PSA) No. 19-01

PROJECT NAME: Traffic Signal Maintenance Services

SCOPE OF WORK: City-wide, extraordinary traffic signal maintenance services

CONTRACTOR: Yunex, LLC
9225 Bee Cave Road – Building B, Suite 201
Austin, TX 78733

DATE: June 24, 2025

WHEREAS, the City of Buena Park ("CITY") and Siemens Mobility, Inc., now owned and operated by Yunex, LLC, ("CONSULTANT"), previously entered into that certain Professional Services Agreement No. 19-01, dated as of January 8, 2019 (the "Original Agreement"), pursuant to which CITY contracted with CONSULTANT to provide signal maintenance and repair services at eighty-six (86) signal locations within the CITY, as the specific "Services" provided at each location are described further in the Original PSA;

WHEREAS, the CITY and CONSULTANT (at times jointly hereinafter the "Parties" and individually a "Party") have heretofore entered into six amendments to the Original Agreement, the last of which was dated June~~,~~ 2024 (cumulatively the "Amendments"), by and through such Amendments the Parties have extended the term, modified the Services to be performed, modified the compensation to be paid, and made other revisions to terms and conditions of the Original Agreement (with the Original Agreement as modified by the Amendments hereinafter the "Agreement");

WHEREAS, the current term of the Agreement is scheduled to expire on June 30, 2025, and the Parties, being mutually satisfied with the other's performance of the Agreement, now desire to further amend the Agreement to again extend the term for an additional year and to increase the compensation to be paid CONSULTANT during the extended term to account for cost of living adjustments.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated as a material part of this Amendment No. 7 to the Agreement ("Seventh Amendment").

2. **TERM.** The term of this Seventh Amendment to the Agreement shall commence on **July 1, 2025** ("Commencement Date"), and it shall remain in full force and effect until **June 30, 2026**, unless sooner terminated as provided in Section 10 of the Agreement.

3. **SERVICES.** During the term of this Seventh Amendment, CONSULTANT shall continue to provide those Services to the CITY as defined in the Agreement.

4. **COMPENSATION.** As of the Commencement Date, Section 5 of the Agreement (Compensation) shall be deleted in its entirety and replaced with the following:

5. COMPENSATION.

5.1 Compensation for Routine Maintenance Services. As full and complete compensation for CONSULTANT's routine maintenance services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of $8,900.31 per month for a total of

$106,803.72 during the term of the Seventh Amendment, as set forth in the MONTHLY MAINTENANCE PROPOSAL FEE SHEET, attached as Exhibit “B” to the Seventh Amendment and incorporated by this reference. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to in writing and in advance by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

5.2 Compensation for Extraordinary Maintenance Services. Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for extraordinary maintenance services provided during the term of this Sixth Amendment based on the hourly rates set forth in the *EXTRAORDINARY MAINTENANCE PROPOSAL FEE SHEET* attached as Exhibit "C" to the Seventh Amendment and incorporated by this reference. CONSULTANT's provision of any extraordinary maintenance services shall be subject to the CITY's advance written approval by way of a written notice to proceed, and only to the extent of such written notice to proceed. The maximum, “NOT-TO-EXCEED” compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive for extraordinary maintenance services under this Sixth Amendment is $260,000.00.

5. EXHIBIT REPLACED. Exhibit “B” (MONTHLY MAINTENANCE PROPOSAL FEE SHEET) and Exhibit “C” to the Agreement (EXTAORDINARY MAINTENANCE PROPOSAL FEE SHEET) are hereby replaced and superseded with the new Exhibit “B” and “C” attached respectively to this Seventh Amendment.

6. INCORPORATION. Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

CITY OF BUENA PARK
A California Municipal Corporation

BY: _____
Aaron France, City Manager

ATTEST:

BY: _____
Adria Jimenez, MMC, City Clerk

APPROVE AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

YUNEX, L.L.C.
A Delaware Corporation

BY: _____
Michael Hutchens, Western Operations Manager

BY: _____
Joshua Ferras, Project Manager

EXHIBIT “B”

[MONTHLY MAINTENANCE PROPOSAL FEE SHEET]

EXHIBIT “C”

[EXTRAORDINARY MAINTENANCE PROPOSAL FEE SHEET]

YUNEX TRAFFIC

CITY OF BUENA PARK
PROPOSAL FEE SHEET
EXHIBIT B
MONTHLY MAINTENANCE

MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCE, INTERCONNECT, FLASHING BEACONS, ILLUMINATED STREET NAME SIGNS, SAFETY LIGHTS AND CCTV CAMERAS

Item No.	Item Description[1]	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect per Section III of the Special Provisions. Per intersection, per month:	86 ~~82~~ Traffic Signals	$86.60 Each	$ 7,447.60 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons per Section III of the Special Provisions. Per location, per month:	16 Beacon locations	$ 34.65 Each	$ 554.40 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights per Section III of the Special Provisions. Per light, per month:	329 Lights	$0.99 Each	$325.71 Monthly
4	Routine inspection, preventive maintenance, and repairs of internally illuminated street name signs per Section III of the Special Provisions. Per sign, per month:	290 IISNS	$ 1.10 Each	$ 319.00 Monthly
5	Routine inspection, preventive maintenance, testing, and repairs of CCTV installations per Section III of the Special Provisions. Per location, per month *Billed Monthly for Semi-Annual Work	40 ~~32~~ Locations	$ 6.34* Each	$ 253.60* Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				$ 8,900.31 MONTHLY
A. TOTAL PROPOSAL AMOUNT FOR ANNUAL ROUTINE MAINTENANC				$ 106,803.72
TOTAL PROPOSAL AMOUNT FOR ANNUAL ROUTINE MAINTENANCE WRITTEN IN WORDS: One hundred six thousand eight hundred forty three dollars and seventy-two cents				

[1] The "Unit Quantity" shown is only an estimate for bidding purposes. The actual quantity may be significantly more or less. No adjustment in compensation will be provided per unit cost for actual quantities that are significantly more or less than the estimated quantities. In case of discrepancy between unit and total price, the unit price shall prevail.

The Unit Cost bid include providing all labor, equipment, and materials necessary to complete the work item. No additional compensation will be provided.

YUNEX TRAFFIC

CITY OF BUENA PARK
PROPOSAL FEE SHEET
EXHIBIT C
EXTRAORDINARY MAINTENANCE

MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCE, INTERCONNECT, FLASHING BEACONS, ILLUMINATED STREET NAME SIGNS, SAFETY LIGHTS AND CCTV CAMERAS

1.	Labor[2]	Regular Time	Overtime	Premium Time
Signal Maintenance Superintendent		$100.00	$135.00	$170.00
Signal Maintenance Technicians		$ 135.50	$ 169.00	$200.00
Field Traffic Signalman		$135.50	$169.00	$200.00
Laborer		$ 115.00	$160.00	$160.00
Painter		$ 115.00	$160.00	$160.00
Engineer Technician		$142.00	$180.00	$215.00
Interconnect/Communications Specialist - Ethernet		$ 135.50	$ 169.00	$200.00
Fiber Optic Specialist		$ 135.50	$ 169.00	$200.00

2.	Equipment[2]	Rate Per Hour
Flex Lift (Hydraulic Boom)		$60.00
Pickup Truck		$25.00
Service Truck		$30.00
Service Ladder Truck	N/A	$ Unsafe
Boom Ladder Truck (Man Lift)		$35.00
Concrete Saw and Water Truck		$30.00
Compressor with Tools		$5.00

3.	Materials[2]
Actual invoice cost plus 15% markup. No compensation will be provided for wasted or unused materials	

[2] The Labor, Equipment, and Materials Rates shown shall be used only for emergencies and for extraordinary maintenance items that do not have an associated Unit Cost work item as called out in this Fee Sheet or when the COMPANY and the City cannot agree on a price. The specific times where "Overtime" rates apply and, the description of extraordinary maintenance is described in the Special Provisions.

June 24, 2025
CONSENT CALENDAR
Item No. 4K.

City Council Agenda Report

AMENDMENT NO. 1 TO AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS (TPA) FOR GRANT WRITING SERVICES

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve Amendment No. 1 to the Agreement with Townsend Public Affairs (TPA) for grant writing services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

At the May 23, 2023, study session, the City Council discussed the creation of an Office of Sustainability. At the conclusion of this discussion, the City Council directed staff to retain the services of a consultant who could research and apply for sustainability and climate resiliency grants to further the City's goals in these efforts. On July 11, 2023, the City Council approved an agreement with TPA for grant writing services, including grants related to sustainability and climate resiliency.

DISCUSSION

For the past 16 years, TPA has provided legislative advocacy and general grant writing services for the City. Over this time period, TPA has assisted the City in securing millions of dollars in federal and state earmarks as well as public and private grants. At the May 23, 2023, study session, the City Council discussed the creation of an Office of Sustainability. At the conclusion of this discussion, the City Council directed staff to retain the services of a consultant who could research and apply for sustainability and climate resiliency grants to further the City's goals in these efforts. On July 11, 2023, the City Council approved an agreement with TPA for grant writing services, including those related to sustainability. The current agreement expires on June 30, 2025.

Under the proposed Amendment, TPA will continue their work in assisting the City to obtain a variety of grants, including those related to sustainability and resiliency. Under the agreement they will identify, research, and monitor available funding opportunities, assist with community outreach, and, in coordination with staff, develop and submit grant applications.

This amendment is for a one-year term and will expire on July 30, 2026.

BUDGET IMPACT

This agreement is in the amount of $60,000 and was included in the proposed FY 2025-26 budget (Account No. 11-6240-7311052).

Attachments

2025 Amendment No 1 6 17 25 CT Signed.pdf

2023 Contract for Grant Writing Services TPA edits (003) FINAL (executed).pdf

AMENDMENT TO
CONTRACT FOR CONSULTING SERVICES (#1)

THIS AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES ("Amendment") is made and entered into this 1st of July 2025 by and between the City of Buena Park ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

R E C I T A L S

A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of July 11, 2023.

B. The parties to this Amendment desire to change the Term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

1. The Term of this Agreement is modified to July 1, 2025 through June 30, 2026.

2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Amendment is executed by the parties as of the date set forth above.

CLIENT: CITY OF BUENA PARK
a municipal government

By: _____
Aaron France
City Manager

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By: _____
Christopher Townsend
President and Secretary

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CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 11th day of July 2023, by and between City of Buena Park (“Client”), and Townsend Public Affairs, Inc., a California corporation (“Consultant”). For valuable consideration, Client and Consultant agree:

1. Term.
   This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit “A.”

2. Services.
   Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit “A,” (“Services”).

3. Fees.
   Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.

4. Expenses.
   Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third-party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.

5. Laws, Rules and Regulations.
   Consultant shall perform the Services in accordance with all applicable local, state, and federal laws and regulations, exercising the standard of care applicable to Consultant’s profession.

6. Lobbyist Registration
   As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client’s signature and will file the forms on your behalf of Client.

7. No Condition to Payment.
   It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.

8. Independent Contractor.
   Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client’s usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and

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employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.

9. Work Product
Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.
This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Indemnification.
Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

13. Mandatory Insurance.
The Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the City's request, the Consultant shall provide the City with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 13.

13.1 Minimum Scope of Insurance.
The Consultant shall maintain policies with coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

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(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1).

(c) Workers Compensation insurance as required by the State of California, and Employer's Liability insurance.

(d) Professional Liability Insurance

13.2 Minimum Limits of Insurance.
The Consultant shall maintain insurance coverage limits not less than:

(a) General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(d) Professional Liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

13.3 Deductibles and Self-insured Retentions.
Any deductibles or self-insured retentions must be declared to and approved by the City prior to the Consultant commencing any work under this Agreement. At the City's option, either: (i) the insurer shall reduce or eliminate the deductibles or self–insured retentions with respect to the City, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the Consultant shall provide a bond or other financial guarantee, satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

13.4 Required Endorsements.
Each insurance policy required by this Section 13 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 13, the City, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 13).

(b) Additional Insured Endorsements shall not:
(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

(3) Restrict coverage to the "Sole" liability of the Consultant; or

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(4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Project, this Agreement or the services performed under this Agreement, the Consultant's insurance coverage shall be primary to any other similar insurance carried by the City. Any insurance or self-insurance maintained by the City or any of the Additional Insureds, shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it.

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the City. The notice shall be provided via certified mail, return receipt requested. The 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.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the City and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

13.5 Other Insurance Provisions.
The Consultant and the City further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 13 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.

(c) All insurance coverage shall cover the Consultant’s operations pursuant to the terms of this Agreement.

(d) Any actual or alleged failure on the part of the 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 the City or any additional insured, in this or any other regard.

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

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

13.6 Acceptability of Insurers.
All insurance coverage required by this Section 13 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in

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the most recent A.M. Best's Insurance Rating Guide.

13.7 Verification of Coverage.

The Consultant shall furnish the City with evidence of the insurance required by this Section 13, satisfactory to the City. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the City or on such other forms approved by the City in writing, and amended to conform to the City's requirements. The Consultant shall file all certificates of insurance and fully executed endorsements with the City before commencing performance of the Services. Thereafter, the Consultant shall 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. The Consultant shall furnish such proof to the City prior to the expiration of the affected coverages. The City may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The Consultant shall provide complete copies of policies to the City upon request.

13.8 Subcontractors.

The 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 Project by the Consultant to carry the same insurance as required in this Section 13. The Consultant shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 13. The Consultant shall require that no contract used by any subcontractor, or contract the Consultant enters into on behalf of the City, shall reserve the right to charge back to the City the cost of insurance required by this Agreement. The Consultant shall, upon request, submit to the City for review, all agreements with subcontractors or others with whom the Consultant contracts with on behalf of the City, and all certificates of insurance obtained in compliance with this Section 13.8. The City’s failure to request copies of the documents shall not impose any liability on the City, or its employees, or be deemed a waiver of any of the City’s rights.

14. Records.

The 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 the CITY or the Designated Official. The 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, the Consultant shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, 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. Conflict 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.) and California Government Code Section 1090, in connection with entering into and performing the Work contemplated by this Agreement. In compliance with the Levine Act (Government Code section 84308), Consultant represents and warrants that: (a) neither Consultant nor any agent on behalf of Consultant has made any campaign contributions of more than $250 to any member of the City Council between January 1, 2023 and the Effective Date of this Agreement; and (b) neither Consultant nor any agent on behalf of Consultant will make any campaign contribution of more than $250 to any member of the City Council within twelve (12) months after the date this

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Agreement is approved by the City Council.

16. Contract Modifications.
Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

17. Attorneys Fees.
Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

18. Certification of Non-Discrimination.
By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

19. Notice.
Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:	City of Buena Park Attention: Aaron France, City Manager P.O. Box 5009 Buena Park, CA 90622-5009
To Consultant:	Townsend Public Affairs, Inc. Attention: Christopher Townsend, President 1401 Dove Street, Ste. 330 Newport Beach, CA 92660

20. Execution.
The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

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"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

DocuSigned by:
By: Christopher Townsend
C087AD6684FD48C...

Name: Christopher Townsend

Title: President

"CLIENT"

CITY OF BUENA PARK
a municipal government

DocuSigned by:
By:
A00CA453C5B349B...

Name: Aaron France

Title: City Manager

ATTEST:
(SEAL)

DocuSigned by:
Adria Jimenez
13BEAF475C114B7...
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Christopher Cardinale
2E902800CD7A400...
Christopher G. Cardinale, City Attorney

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EXHIBIT "A" TO
CONTRACT FOR CONSULTANT SERVICES

TERM:	July 1, 2023 through June 30, 2025
FEE SCHEDULE:	$5,000 per month
SERVICES:	Please see attached Addendum to Exhibit "A" for full description of services provided.

Client Initials  DS

Consultant Initials  DS

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Addendum to Exhibit "A"

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

BUENA PARK

Center of the Southland

CALIFORNIA

SACRAMENTO • WASHINGTON D.C.
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA

May 26, 2023

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TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

May 26, 2023

Aaron France, City Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90622

Dear Mr. France:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Climate Resiliency and Sustainability Grant Writing Services to the City of Buena Park ("City").

Since its inception in 1998, TPA has earned the reputation as *Champions for Better Communities* by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over $2.7 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We have been honored to serve the City of Buena Park since 2009 and would be honored to serve the City in an expanded capacity.

Yours truly,

Christopher Townsend
President

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FIRM OVERVIEW

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded over 100 client-sponsored legislative proposals into law
- Funding Success: Over $2.7 billion in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 25 years (founded in 1998)
- Number of Employees: 19
- Number of Registered State and Federal Lobbyists and Grant Writers: 15
- Number of Offices: Five
    - TPA State Capitol Office, Sacramento
    - TPA Federal Office, Washington, DC
    - TPA Northern California Office, Oakland
    - TPA Central California Office, Fresno
    - TPA Southern California Office, Newport Beach
- Types of Clients:
    - City Governments
    - County Governments
    - Water and Sanitation Districts
    - Transportation Districts
    - K-12 School Districts
    - Community College Districts
    - Parks and Recreation Districts
    - Fire Protection Districts
    - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
    - Local Governance (Cities, Counties, Special Districts)
    - Transportation Policy and Infrastructure
    - Water and Sanitation Policy and Infrastructure
    - Education Policy and Infrastructure
    - Housing and Economic Development
    - Parks and Community Facilities (Recreational, Cultural, Historical)
    - Energy, Environment, and Natural Resources
    - Public Safety
    - Budget and Finance

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GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Water and Sanitation	$128.9 Million	$12.9 Million	$141.8 Million
Transportation	$619.2 Million	$233.3 Million	$852.5 Million
Education	$253.1 Million	$49.9 Million	$303.0 Million
Parks and Recreation	$255.4 Million	$30.1 Million	$285.5 Million
Cultural Resources	$139.7 Million	$14.2 Million	$154.0 Million
Housing and Development	$719.2 Million	$26.7 Million	$745.9 Million
Public Safety	$138.7 Million	$79.0 Million	$217.8 Million
TOTAL	$2.254 Billion	$446.4 Million	$2.7 Billion

A DETAILED 20-PAGE SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST

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GRANT WRITING SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide climate resiliency and sustainability grant writing services to the City:

- Conduct Detailed Orientation: TPA will utilize our comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic funding plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.

- Craft Strategic Funding Plan: Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's climate resiliency and sustainability priorities. *The plan will do more than simply identify City projects*; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.

- Identify, Research, and Monitor Grant Funding Opportunities: TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.

- Community Outreach: TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, help develop materials that capture all elements required by the grant and compile the data following the outreach to include in the application.

- Grant Application Development and Submittal: TPA will develop, draft, submit, and follow up on each City grant application through the following process:

    - Establishment of Clear Accountabilities: TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.

    - Provide Overview of Full Application Requirements: For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:

        - Application timeline
        - Eligible project types
        - Funding availability and award maximum and minimums
        - List of application components, including proposal questions and any required attachments

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- Assemble Project Background and Details: TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.

- Coordinate Technical Project Details: For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.

- Draft Written Proposal: TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.

- Incorporate Feedback to Finalize Proposal: Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.

- Submit Completed Application: TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.

- Funding Advocacy: Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.

- Post-Grant Submittal Advocacy: TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.

- Post-Award Grant Administration and Compliance: TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.

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- Comprehensive Follow-Up on Unsuccessful Applications: Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

- Provide Monthly Progress Reports: TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

UPCOMING FUNDING OPPORTUNITIES

TPA has identified the following upcoming funding opportunities and grant programs that could potentially meet the City's funding needs in the near future.

Administrator & Grant Name	Application Info	Eligible Projects	Application Deadline
Office of Planning and Research Integrated Climate Adaptation Resiliency Program	Award Min: $150,000 Award Max: $650,000	This program provides funding to help fill local, regional, and tribal planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of a pipeline of climate resilient infrastructure projects across the state.	First Round Closed March 31, 2023. 2nd and 3rd Rounds anticipated in late
Department of Transportation Charging and Fueling Infrastructure Discretionary Grant Program	Community Program: Min Award: $500,000 Max Award: $15,000,000 Match: Minimum 20% Corridor Program: Min Award: $1,000,000 No Max	The CFI Program is divided into two distinct grant funding categories: The *Community Program* provides $350 million to strategically deploy publicly accessible EV charging infrastructure, and hydrogen, propane, or natural gas fueling infrastructure in communities. Infrastructure may be located on any public road or in other publicly accessible locations such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity. The *Corridor Program* provides $350 million to strategically deploy publicly accessible EV charging infrastructure and hydrogen, propane, and natural gas fueling infrastructure along designated alternative fuel corridors (AFCs).	May 30, 2023

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US Department of Agriculture, Forest Service Urban and Community Forest Program	Total Program Funding available: $1,000,000,000 Min Award: $100,000 Max Award: $50,000,000	The Forest Service is making up to $1 billion available in Urban and Community Forestry competitive grants for investments that provide equitable access to trees and green spaces and the benefits they provide. The funding opportunity is open to proposals spanning a broad range of investments working at a community, regional, and national scale.	June 1, 2023
Southern California Association of Governments Sustainable Communities Program	$200,000 average award amount	SCP Grant provide needed planning resources to local jurisdictions for active and multimodal transportation, sustainability, land use, and affordable housing; promote, address and ensure health and equity in regional land use and transportation planning and close the gap of racial injustice and better serve communities of color; encourage regional planning strategies to reduce motorized vehicle miles traveled and greenhouse gas emissions, particularly in environmental justice communities where there is the highest need for air quality improvements.	June 5. 2023
California Department of Parks and Recreation Habitat Conservation Fund (HCF)	No Min Award Max Award: $2,000,000 50% Match Required	The Habitat Conservation Fund provides grants to local entities to protect fish, wildlife, and native plant resources, to acquire or develop wildlife corridors and trails, and to provide for nature interpretation programs and other programs which bring urban residents into park and wildlife areas.	June 15, 2023
California State Library Sustainable California Libraries	Min Award: $10,000 Max Award: $30,000	Projects receiving funding for the California Sustainable Libraries Award focus on climate education, environment-focused civic engagement, water conservation, air quality, energy efficiency, reducing waste, and supporting local climate action and resilience plans. Grants support activities such as workshops, teaching gardens, lending	June 15, 2023

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		libraries including tools, seeds and other items tailored to community needs, climate-focused service groups, sustainability conversations, and more.	
California Natural Resources Agency Environmental Enhancement and Mitigation Program (EMMP)	Maximum Award: $750,000	Administered by the Natural Resources Agency, the program provides funding to mitigate environmental effects caused by new or modified state transportation facilities, including the categories of urban forestry, resource lands, and mitigation projects beyond the scope of the lead agency.	June 30, 2023
Strategic Growth Council Transformative Climate Communities	$35M Max Award (Implementation Projects) $300k Max Award (Planning Projects) No Match Required	The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities.	August 1, 2023
California Department of Parks and Recreation Outdoor Equity Program	Min Award: $20,000 Max Award: $700,000 No Match Required	Awarded through the new Outdoor Equity Grants Program, the funding helps establish hubs for local activities and trips to natural areas for underserved communities. The program also empowers youth and families with outdoor leadership education, career pathways, environmental justice engagement, and access to nature.	Draft guidelines to be released Spring 2023, with a Fall 2023 deadline
WalMart Local Community Grant Program	Min Award: $250 Max Award: $5,000	The Local Community Grant program funds projects in the areas of Community/Economic Development, Diversity/Inclusion, Education, Environmental Sustainability, Health and Human Service, Hunger Relief, Public Safety, Quality of Life. Organizations may submit a total number of 25 applications and/or receive up to 25 grants within the 2022 grant cycle.	Ongoing

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State Water Resources Control Board Clean Water State Revolving Fund (CWSRF) Program – Water/Energy Audit	Principal forgiveness may be awarded for 100% of the audit costs, up to a maximum of $35,000	The purpose of the Water or Energy Audit is to encourage public agencies to take an independent look into their current practices, identify potentially inefficient water or energy use and follow up with a well thought out plan to improve consumption of these valuable resources. The agency is encouraged to study water and energy in the audit, but may focus on one or the other. All audits must be related to projects, facilities, or activities that are otherwise eligible for Clean Water State Revolving Fund (CWSRF) funding. Agencies may hire consultants to perform the audit, or perform the work with their own staff.	Ongoing
Infrastructure and Economic Development Bank California Lending for Energy and Environmental Needs (CLEEN) - Statewide Energy Efficiency Program (SWEEP)	Minimum Award: $500,000 Maximum Award: $30,000,000	Statewide Energy Efficiency Program (SWEEP) is a CLEEN Center Program for small, medium, and large-scale energy efficiency upgrades and projects for California's local government and non-profits. Eligible projects could include: advanced metering systems to support conversion of master-meter buildings to sub-metering; data center, information technology, communications energy efficiency; energy management and/or control systems, including continuous commissioning; lighting and control systems; building envelope improvements; occupant plug load management systems; other electrical load reduction; and thermal and electric energy storage.	Ongoing
Bureau of Reclamation WaterSMART Water and Energy Efficiency Grants	TBD	Through WaterSMART Water and Energy Efficiency Grants (formerly Challenge Grants) Reclamation provides 50/50 cost share funding to irrigation and water districts, tribes, states and other entities with water or power delivery authority. Projects conserve and use water more efficiently; increase the production of	NOFO Expected Spring 2023

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		hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States	
Bureau of Reclamation WaterSMART Drought Resiliency Project	$5M Max Award No Match Required	The program funds collaborative efforts to plan for and implement actions to increase water supply reliability including investments to modernize infrastructure. This program provides federal cost-share funds for entities to take a proactive approach to drought through building projects that increase water supply reliability and improve water management.	NOFO expected Summer 2023
California Air Resources Board Clean Vehicle Rebate Project (CVRP)	TBD	The Clean Vehicle Rebate Program offers rebates for the purchase of new, eligible light-duty vehicles, including electric, fuel-cell, and plug-in hybrid. Eligible entities include individuals, businesses, and government entities. Larger rebates are available for public fleets located in disadvantaged communities.	Additional information forthcoming

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FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Climate Resiliency & Sustainability Grant Writing Services	$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
**The monthly fee includes all reasonable business and travel expenses*	

June 24, 2025
CONSENT CALENDAR
Item No. 4L.

City Council Agenda Report

RESOLUTION AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution authorizing the purchase of difference in conditions coverage (i.e. earthquake insurance) for essential City facilities; 2) Authorize the City Manager to execute any necessary documents to bind coverage; and, 3) Allocate funds in the amount of $340,475 for this purpose.

PREVIOUS CITY COUNCIL ACTION

At the June 27, 2017 City Council meeting, the City Council discussed insuring essential City facilities during the FY 2017-18 budget discussion and directed staff to move forward with the purchase of difference in conditions coverage (i.e. earthquake coverage) annually. Coverage was last renewed at the City Council meeting of June 25, 2024, for one year and will expire on June 30, 2025.

DISCUSSION

Under the City's Memorandum of Coverage (MOC) with the California Insurance Pool Authority (CIPA), the City purchases General Liability, Employer Practices Liability, Crime Liability, Property Loss, Pollution Liability, Cyber Liability, and excess Workers' Compensation coverages through the CIPA insurance broker, Aon Risk Solutions. Earthquake coverage is excluded from this policy, but may be purchased separately.

The quote obtained by the City's insurance broker covers all essential facilities for $30 million total coverage, with a 5% deductible for earthquake claims.

The covered facilities include:

- CITY HALL

- POLICE STATION
- FIRE STATION NO. 61
- FIRE STATION NO. 62
- FIRE STATION NO. 63
- RESERVOIR (20 MILLION GAL.)
- RESERVOIR PUMP HOUSE BLDG
- LINDEN CIRCLE PUMP HOUSE
- WELL - BALL WELL
- WELL - BOISSERANC WELL
- WELL - CABALLERO WELL
- WELL - FREEWAY WELL
- WELL - HOLDER WELL
- WELL - KNOTT AVENUE WELL
- WELL - LINDEN WELL
- WELL - SMITH-MURPHY WELL

Overall, the total earthquake insurance program premium is down about $15,275, roughly 4.5% less than the previous fiscal year. This decrease is due, in part, to the favorable pricing adjustments and a softening DIC market.

BUDGET IMPACT

The cost to renew the $30 million Earthquake Insurance policy, which insures all the essential City facilities listed above, will be approximately $340,275 per year. Funds from the Public Liability Self Insurance Fund are included in the proposed FY 2025-26 budget for this purpose.

Attachments

Reso Earthquake Insurance Att 1of2 Reso.pdf

California Insurance Pool Authority - City of Buena DIC Proposal.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

WHEREAS, the City desires to insure essential City facilities owned by the City against earthquakes; and

WHEREAS, the City's insurance broker has marketed the Differences in Conditions coverage and has recommended that the City purchase its earthquake coverage from Lexington Insurance Company/Arch Insurance Company and Underwriter at Lloyd's of London; and

WHEREAS, The City desires to provide the following facilities with $30,000,000 total coverage:

CITY HALL
POLICE STATION
FIRE STATION NO. 61
FIRE STATION NO. 62
FIRE STATION NO. 63
RESERVOIR (20 Mil Gal.)
RESERVOIR PUMP HOUSE BLDG
LINDEN CIRCLE PUMP HOUSE
WELL - BALL WELL
WELL - BOISSERANC WELL
WELL - CABALLERO WELL
WELL - FREEWAY WELL
WELL - HOLDER WELL
WELL - KNOTT AVENUE WELL
WELL - LINDEN WELL
WELL - SMITH-MURPHY WELL

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

Section 1. The City Manager is hereby authorized and directed to enter into a contract with Lexington Insurance Company and Underwriter at Lloyd's of London for Difference in Conditions Coverage to provide Earthquake Insurance for the essential City facilities.

Section 2. The cost of the premium is not to exceed $340,475 for the 12-month period commencing July 1, 2025.

Section 3. The Difference in Conditions Coverage quotation is attached as Exhibit A.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, 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 24th day of June 2025.

_____
City Clerk

City of Buena Park

Renewal Proposal

Difference in Conditions (Earthquake Only)

July 1, 2025 to July 1, 2026

May 31, 2025



Aon Risk Insurance Services West, Inc.
CA License #: 0363334
Proprietary & Confidential

Contents

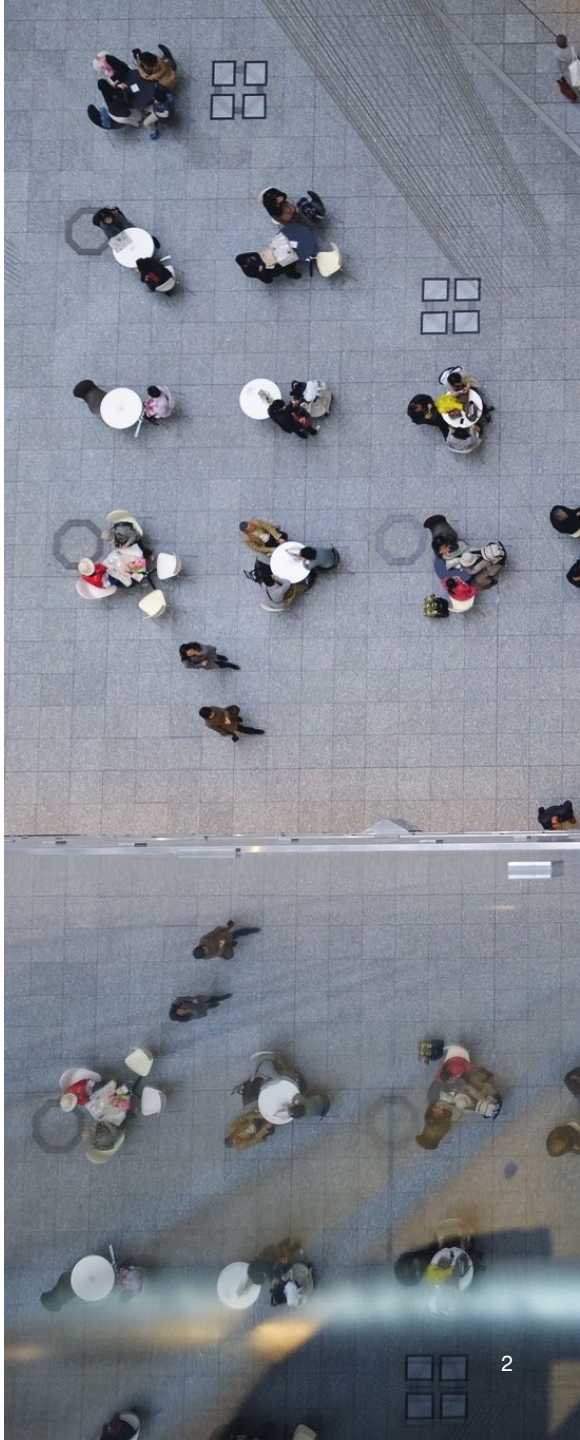
Executive Summary

Insured's Acknowledgement and Instruction to Bind

Aon Service Team

Quote Comparisons
- Difference in Condition (Earthquake)
- Details of Payment Terms

Appendix
- Copy of Insurance Quotes



This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in the Commercial Risk Solutions U.S. Brokerage Terms of Service.

AON

Executive Summary

This year's renewal reflects favorable pricing adjustments despite increased insured values, with overall program costs coming in below the prior year. We worked closely with markets to maintain broad coverage terms while achieving meaningful savings for the City.

Overall, the total program premium is down by -$26,001.36, or approximately –7%.

Difference in Conditions (EQ)

- The Total Insured Value increased to $105,972,284 this year, up from $102,885,712, reflecting a 3% increase in exposure.
- Despite the higher TIV, the program experienced rate relief, leading to a premium decrease of -7%.

In addition to renewing at expiring limits, we also obtained pricing for expanding the DIC programs limit. Increasing the program limit to $30M from the current $25M limit would result in a total premium of $340,474.04 (an additional $10,726 in premium), while expanding to $35M in program limits would bring the total to $359,554.55 (an additional $29,806 in premium). In times of a soft market, it is always recommended to increase limits to hedge against a future hard market. When increased limits are purchased, not only does it provide more protection for the policy period, but it also provides a bargaining ability in future renewals.



Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated May 31, 2025 for Difference in Condition (including EQ) and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by Us and understand that Our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal. We further agree that Aon is entitled to collect from the insurers the compensation set forth in Commission Disclosure Report.

We request binding the following

Coverage	Carrier	Premium			Option Selected
		$25M Option 1	$30M Option 2	$35M Option 3	
Difference in Conditions (EQ) – Primary ($10M Limit)	Lexington Insurance Co. & Arch Insurance Co.	$195,010.20			☐
Difference in Conditions (EQ) – Excess ($15M xs $10M Limit)	Underwriters At Lloyds of London – Catalytic	$134,737.89			☐
Difference in Conditions (EQ) – Excess ($20M xs $10M Limit)	Underwriters At Lloyds of London – Catalytic		$145,463.84		☐
Difference in Conditions (EQ) – Excess ($25M xs $10M Limit)	Underwriters At Lloyds of London – Catalytic			$164,544.19	☐
GRAND TOTAL		**$329,748.09**	**$340,474.04**	**$359,554.39**	

Date: _____

On behalf of City of Buena Park: _____

Aon Service Team

Executive Client Contact

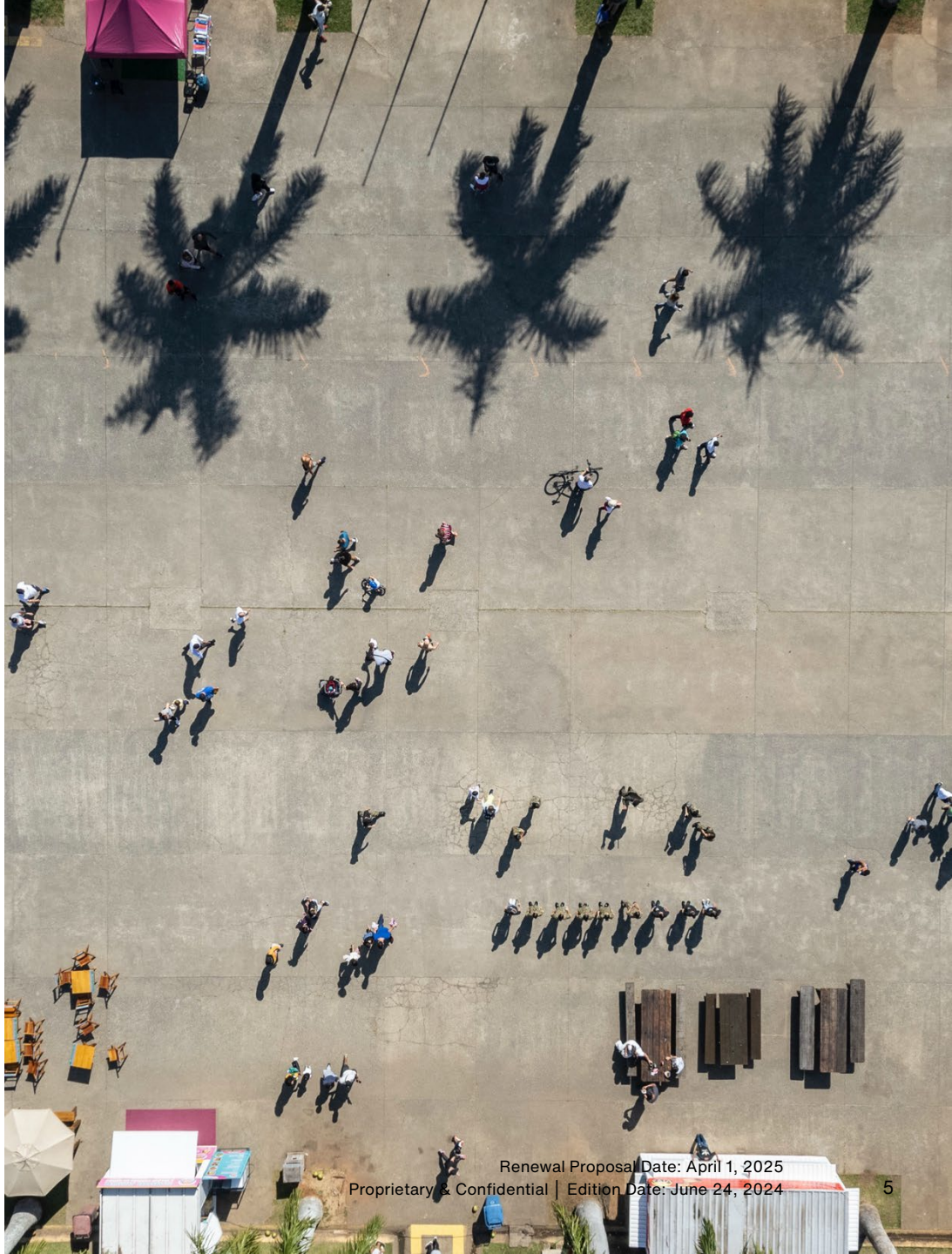


Dr. William S. Deeb
Director of Public Entities
+1 213 630 3210
billy.deeb@aon.com

Account Management



Kyle Powell
Account Executive
+1 213 996 1544
kyle.powell@aon.com



Details of Coverage/Policy Term/Premium

Difference in Condition (Earthquake)

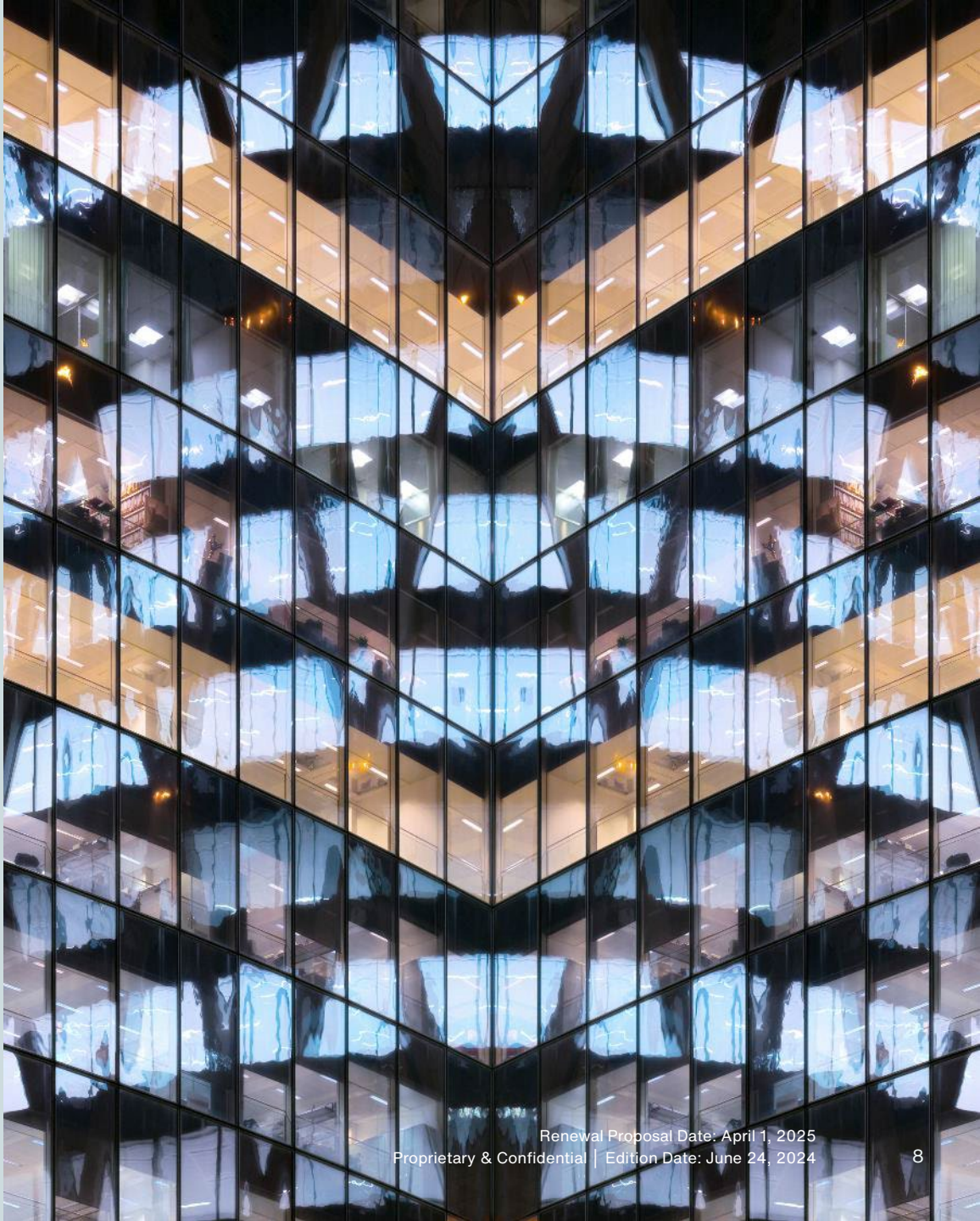
Policy Term **Carrier** **A.M. Best Rating**	**Renewal Program** **7/1/2024– 7/1/2025** **(See below for carrier info)**	**Renewal Program** **7/1/2025– 7/1/2026** **(See below for carrier info)**	**% of Diff**
Total Insurable Values Change in Values	$102,885,712	$105,972,284	**3%**
Combined Premium Fees CA Taxes & Fees **TOTAL**	$341,600.00 $3,250.00 $10,899.45 **$355,749.45**	$316,000.00 $3,650.00 $10,098.09 **$329,748.09**	**-7%**
07/01/2025 – 07/01/2026 PROGRAM (not limited too)			
PRIMARY — Lexington Ins. Co. ($5M Limit); A.M Best Rating A XV **Arch Specialty Ins. Co., ($5M Limit); A.M. Best Rating A + XV**			
EXCESS – ($15M xs $10M) **Various**			
LIMIT(S): $25,000,000 Per Occurrence / Aggregate Applying to the Peril of Earthquake, excluding Flood – No Exclusion for Ensuing Earthquake Water Damage			
SUBLIMIT(S): Included – Ordinance or Law Coverage A			
$10,000,000 Ordinance or Law Coverage B&C Combined			
$2,500,000 Sub-limit on Utility Services – Direct Damage			
DEDUCTIBLE(S): EQ - $5% of Values subject to a minimum of $25,000 Per Occurrence All Other Perils: $25,000 Per Occurrence			
COVERAGE(S): Covering Real Property (Including Walks, Walkways, Driveways, Patios and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law			
LOCATION(S): Per Schedule on File with Company			
VALUATION: Replacement Cost-Property Damage & Actual Loss Sustained-Time Element			
COINSURANCE: Nil – Values Must be reported at 100%			
EXCLUSIONS (not limited too): All Other Perils; Flood; Asbestos; Loss Due to Virus or Bacteria; Certain Computer-Related Losses; Chemical and Biological Loss or Damage; Terrorism; Other Exclusions and Limitations Per Form			
SUBJECTIVITIES: Signed CA D-1 Form, TRIA Form and Statement of Values (SOV)			

Commercial Risk Solutions U.S. Brokerage Terms of Service

Per contract.

Appendix

- Copies of Insurer Quotes
- CDR



Commission Disclosure Report

Aon [1]

City of Buena Park

Commission Disclosure Report

Policy Eff Date	LOB Description	Carrier Name	Intermediary, if applicable	Premium	Quoted AON Commission Rate	National Add'l Commission Rate	Total Cost to Client
7/1/2025	DIC	Lexington Insurance Company		$ 94,500	10.00%		$ 94,500
7/1/2025	DIC	Lloyd's of London		$ 127,000	10.00%		$ 127,000
7/1/2025	DIC	Arch Specialty Insurance Company		$ 94,500	10.00%		$ 94,500
				$ 316,000			**$ 316,000**

Disclosures

[1.] Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement. Such compensation may vary based upon a number of factors, including but not limited to the involvement of third parties, the insurance contract and the insurer you select, if we perform administrative activities at the time of placement or during the period of insurance in relation to specific products and facilities which facilitate the insurers' own activities, as well as the volume and/or profitability of business we place with each insurer.

Edition Date: May 31, 2025

About Aon

Aon plc (NYSE: AON) exists to shape decisions for the better — to protect and enrich the lives of people around the world. Through actionable analytic insight, globally integrated Risk Capital and Human Capital expertise, and locally relevant solutions, our colleagues in over 120 countries with the clarity and confidence to make better risk and people decisions that help protect and grow their businesses.

Follow Aon on LinkedIn, X, Facebook and Instagram. Stay up-to-date by visiting Aon's newsroom and sign up for news alerts here.

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www.aon.com

AON

IMPORTANT NOTICE:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date:_____

Insured:_____

City of Buena Park

07/01/2025 - 07/01/2026

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Daniel Filbey
213.593.3455
dfilbey@brcins.com

Date: 05/22/2025
Quote Expires In: 39 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2025 - 07/01/2026

INSURER
Arch Specialty Insurance Company

STATUS
Non Admitted

PREMIUM BREAKDOWN:

Premium	$	94,500.00
CA SL Tax	$	2,835.00
CA Stamping Fee	$	170.10
Total Gross Amount	**$**	**97,505.10**

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

Date: 05/22/2025
Quote Expires In: 39 Days

TERMS
Terms and Conditions per Attached Carrier Binder

Perils:
DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law

Limits:
$5,000,000 part of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Sub-limits (50%):
Included – Ordinance or Law Coverage A
$5,000,000 p/o $10,000,000 – Ordinance or Law Coverage B & C Combined
$2,500,000 –Utility services - Direct Damage and Time Element

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$105,972,284

Deductible:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)
B&R Quota Share form

SUBJECTIVITY(IES)
Signed TRIA (Needed to Bind)
Signed SOV (Needed to Bind)
Signed D-1 (Needed to Bind)
60/10 NOC

TRIPRA

Date: 05/22/2025
Quote Expires In: 39 Days

Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $94,500 Plus Any Applicable Taxes & Fees.

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Daniel Filbey

ARCH SPECIALTY INSURANCE AGENCY, INC.
License No: 0D65274
(A Missouri Corporation)

Mailing Address:
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Tel: (866) 413-5550

Archinsurance.com

Renewal Quote

Date May 19, 2025

To
Andreana Lopez
Brown & Riding Insurance Services, Inc.
633 West 5th Street Suite 2000
Los Angeles, CA 90071

(213)593-3449
alopez@brcins.com

From
Tamar Morkos
VP, E&S Property
(213) 283-3553
TMorkos@archinsurance.com

Original Insured
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Re
Property Quotation #: 2968265

Renewal of: ESP1046808-01

Please read all of the following terms and conditions shown below carefully as they may not conform to the specifications shown on your submission.

Proposed Policy Period
Effective: July 1, 2025
Expiration: July 1, 2026
(12:01 A.M. Standard time at the address of the Insured shown above)

Insurer
Arch Specialty Insurance Company
Non-Admitted Carrier
AM Best Rating: A+ Standard & Poor's Rating: A+

Total Insurable Values $105,972,284

Limit of Liability

100% Program Limit (all layers)	$25,000,000 (Ground Up – Per Occurrence)
Arch Participation	50.0000% being $5,000,000 Per Occurrence and Annual Aggregate part of $10,000,000 Per Occurrence and Annual Aggregate and excess of deductibles
100% Program Sub-limits	All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated. Ordinance or Law Coverage A - Included Ordinance or Law Coverage B & C Combined - $10,000,000 Utility Services - Direct Damage and Time Element (Excluding Overhead Transmission Lines) - $2,500,000

Deductibles

All Other Perils: $25,000 Per Occurrence
Earthquake: 5% Per unit, subject to $25,000 minimum per occurrence

Coverage

Coverage Territory	The United States of America (Including its territories and possessions) and Puerto Rico
Location(s) Covered	As per schedule on file received on 04/02/2025
Covered Perils	Difference In Conditions Including Earthquake but excluding Flood - No Exclusion for Ensuing Earthquake Water Damage subject to policy terms, conditions, and exclusions
Covered Property	Real Property Business Personal Property
Valuation	Replacement Cost as respect to Real and Business Personal Property
Co-Insurance	NIL as respects Real and/or Personal Property

Policy Terms and Conditions

Policy Conditions	Our limit is subject to no other property insurance participation by any Arch Insurance legal entity, including any MGA writing on behalf of Arch Insurance such as Ventus Risk Management and reThought Insurance Corporation. Receipt of Primary Policy within 45 days of binding Additional Covered Property: Walks, Walkways, Driveways, Patios, other Paved Surfaces, Retaining Walls, Fences, Gates, Foundations (above and below ground) and Supports, Underground Property, Light Poles, Signs, Excavation and Backfill. Definition of Occurrence is 168 Hours

Subject To	Surplus Line Broker Information Signed and Dated Terrorism Disclosure Notice (If Rejected)
Policy Form Description	Excess Property Following Form
Cancellation	60 Days / 10 Days for Non-Payment Cancellation by Company is on a prorata basis Cancellation by Insured is on a short rate basis
Minimum Earned Premium	25.00%

Applicable Policy Forms

Form Number	Form Name
06 EXP0001 00 07 16	COMMERCIAL PROPERTY DECLARATIONS (ASIC)
00 ML0012 00 01 03	SCHEDULE OF FORMS AND ENDORSEMENTS
00 ML0213 05 01 20	CALIFORNIA IMPORTANT NOTICE
06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
00 EXP0009 00 11 14	MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE
00 EXP0091 00 11 03	COMMON POLICY CONDITIONS
00 ML0325 00 03 23	CHOICE OF LAW, CONSENT TO JURISDICTION, LIMITATION OF ACTIONS AND SERVICE OF SUIT
06 CP0002 00 03 08	CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
00 MLT0031 00 12 19	TERRORISM COVERAGE DISCLOSURE NOTICE
00 EXP0127 00 06 06	EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, OR CHEMICAL TERRORISM
00 EXP0125 00 06 06	TOTAL TERRORISM EXCLUSION
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
00 EXP0078 00 03 24	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0199 00 01 16	AMENDMENT OF OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0003 00 08 14	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
00 EXP0192 00 03 15	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
00 PRP0006 00 04 16	ELECTRONIC DATA EXCLUSION
00 PRP0042 00 06 15	POLLUTION AND CONTAMINATION EXCLUSION ENDORSEMENT
00 EXP0189 00 02 15	ASBESTOS MATERIAL REMOVAL LIMITATION
00 EXP0190 00 02 15	AUTHORITIES EXCLUSION
00 EXP0225 00 03 21	APPRAISAL
00 EXP0132 00 11 14	PRE-EXISTING DAMAGE EXCLUSION
	BROKER POLICY MANUSCRIPT FORM
00 EXP0183 00 11 14	PROPERTY FOLLOWING FORM COVERAGE PART

Premium

100% Layer Premium excluding TRIPRA	$189,000.00
Arch Share Premium Breakdown	
Arch Premium	$94,500.00

Arch Total Premium excluding TRIPRA	**$94,500.00**
TRIPRA Certified Acts of Terrorism Premium	$94,500.00
Arch Total Premium including TRIPRA	**$189,000.00**

TRIPRA Certified Acts of Terrorism

Premium for the Arch Share for the optional coverage for Certified Acts of Terrorism is as per the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2019 and is in addition to and not included in the Arch Share premium above. We can include coverage as required by TRIPRA for an additional premium as displayed above. Note that terrorism coverage would not be provided at locations outside of the United States of America. If this optional coverage is rejected, then the attached Terrorism Coverage Disclosure Notice must be signed by the Insured and returned at the time of binding.

Commission

Broker: 17.50%

Invoice Disclaimer

Payment of premium is due 30 days from the policy effective date. Should the premium not be received by the due date, notice of cancellation for non-payment of premium will be issued.

This quote is valid for 30 days or until the proposed effective date, whichever occurs first.

If, between the date of the original submission and the effective date of the policy, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by Arch, the Insured is required to notify Arch immediately. Arch reserves the right to terminate or modify the terms of this quote in the event of a material change in such information.

Please advise if there are any questions regarding this quote or if we are to bind.

Surplus Lines Agent

Brown & Riding Insurance Services, Inc.
633 West 5th Street
Suite 2000
Los Angeles, CA 90071

License Number

0592033

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of the surplus lines premium taxes is the responsibility of the Insured, insurance agent or insurance broker. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is the responsibility of the Agent/ Broker firm to provide the Company with the name, license number and a copy of the surplus lines broker's surplus lines license in the state in which the Insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is the responsibility of the Agent/ Broker firm to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.

Signature Authorized by

Tamar Morkos

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy**. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027**.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: $94,500.00
(This charge/amount is applied to obtain the final premium.)
You may choose to reject the offer by signing the statement below and returning it to us. **Your policy will be changed to exclude the described coverage**. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature	City of Buena Park Named Insured
Print Name of Policyholder/Legal Representative /Applicant	Arch Specialty Insurance Company Insurance Company
Date:	Policy Number: ESP1046808-02

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully**.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Arch Specialty Insurance Agency Inc.
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

T: (866) 413-5550
F: (415) 490 9600
archinsurance.com

May 19, 2025

Andreana Lopez
Brown & Riding Insurance Services, Inc.
Sent via Email

Re: City of Buena Park
ESP1046808-02
July 01, 2025 – July 01, 2026

Dear Andreana Lopez,

The above captioned policy is written through your office on a surplus lines basis. As a surplus lines broker, you acknowledge and agree it is your responsibility to arrange for the collection and payment of the appropriate surplus lines tax as well as the filings of any applicable tax affidavit.

Please validate the information shown below is correct, or provide any missing information to us as soon as possible but no later than thirty (30) days after the policy effective date.

***** ***** ***** ***** ***** BROKER USE ONLY ***** ***** ***** ***** *****

S/L Agent's Name: Brown & Riding Insurance Services, Inc.

S/L Agent's Address: 633 West 5th Street, Suite 2000, Los Angeles, CA 90071

S/L Agent's License #: 0592033

State in which surplus lines taxes were filed: CA

Texas: If the Insured filed directly with the State of Texas, please forward to Arch Insurance Group a copy of the completed "Independently Procured Insurance" form

New Jersey: Transaction Number required: _____

Regards,

Property Department

City of Buena Park

07/01/2025 - 07/01/2026

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Daniel Filbey
213.593.3455
dfilbey@brcins.com

Date: 05/22/2025
Quote Expires In: 39 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2025 - 07/01/2026

INSURER	STATUS
GuideOne National Insurance Company	Non Admitted
HDI Global Specialty SE	Non Admitted
Underwriters at Lloyds of London	Non Admitted
Trisura Specialty Insurance Company	Non Admitted

PREMIUM BREAKDOWN:

Premium	$	127,000.00	
Broker Fee	$	2,100.00	Fully earned at inception
Company Fee	$	1,150.00	Fully earned at inception
Company Inspection Fee	$	400.00	Fully earned at inception
CA SL Tax	$	3,856.50	
CA Stamping Fee	$	231.39	
Total Gross Amount	**$**	**134,737.89**	

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

TERMS
Terms and Conditions per Attached Carrier Quote

Perils:
DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law coverage A

Limits:
$15,000,000 Excess of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$105,972,284

Per Primary, Contemplates a Minimum Deductible of:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)

SUBJECTIVITY(IES)
A 1.5% broker fee will be applied to any AP Endorsements
Signed TRIA (Needed to Bind)
Signed and dated Statement of Values (SOV) is required at time of binding. Until provided, the OLLE will be on the policy (Needed to Bind)
Signed D-1 (Needed to Bind)
60/10 NOC

TRIPRA
Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $38,100 Plus Any Applicable Taxes & Fees.

Date: 05/22/2025
Quote Expires In: 39 Days

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Daniel Filbey

EXCESS PROPERTY PROPOSAL

(QUOTATION)

May 22, 2025

Thank you for choosing Catalytic Risk Managers, a premier general agency specializing in catastrophe risk. We are a communicative organization that actively develops positive relationships and delivers efficient customer service. We strive to provide a positive experience to all who work with us.

Named Insured

City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Wholesale Broker

To: Carolyn Smolski
On Behalf of: Daniel Filbey
Brown & Riding Ins Services, Inc.
633 West 5th Street
Ste 2000
Los Angeles, CA 90071

Underwriter

Carly Karlin
908 Main Street, Suite 310
Louisville, CO 80027
ckarlin@dualinsurance.com

Claims Reporting
Catalytic Claims Services
350 10th Avenue, Suite 1450
San Diego, CA 92101
Claims@catalyticrisk.com

Inspections
DUAL North America
350 10th Avenue, Suite 1450
San Diego, CA 92101

Field Inspectors
E&S Inspections

NOTICE TO BROKER

This Quote is issued by Catalytic Risk Managers & Insurance Agency, LLC without any liability as an Insurer.

The Terms and Conditions of this Quote may not match the specifications submitted for considerations. Please read the Quote carefully and compare it against your specifications.

The Insurer(s) providing the coverage quoted herein may be a non-admitted carrier and therefore not protected by State Guarantee Fund.

MANDATORY POLICYHOLDER DISCLOSURE
RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act of 2002 (the "Act") to provide policyholders with clear and conspicuous disclosure of the premium we are charging for terrorism and the Federal share of compensation for such coverage. This notice must be provided at the time of offer, purchase and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective Insured when you forward our Quote.

Named Insured: City of Buena Park

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating
entity of the DUAL North America, Inc. group of companies.

Quotation

Date: 5/22/2025
Expiring Policy: CTE011490
Brokerage Commission: 16.00%

Policy Term:
Effective Date: 7/1/2025 Expiration Date: 7/1/2026

DUAL Capacity Utilization:*

Layer	Limit:	Part Of:	Excess Of:
1	$15,000,000	$15,000,000	$10,000,000

Effective from 12:01 AM Standard Time at the Insured's Covered Location

THIS QUOTE IS VALID FOR **40** DAYS

Premium:	
Property:	$127,000
Fees:	
Catastrophe:	$1,150
Inspection:	$400
Total Premium & Fees:	$128,550
Additional Products Premium:	
TRIA:	$38,100

Any Applicable Taxes & Fees:
The broker is required to file surplus lines taxes and fees for ALL states.

Control Number: 5016202

*The limits for Flood and Earthquake (if offered) are per occurrence and in the policy term aggregate.

Insurer	Limit
• Trisura Specialty Insurance Company (A- IX)	$4,920,750
• HDI Global Specialty SE (A XV)	$872,688
• GuideOne National Insurance Company (A- X)	$1,446,204
• Underwriters at Lloyd's, London (A XV)	$7,760,358

Policy Details

Perils:	Difference in Conditions including Earthquake Only
Losses:	No Losses at time of binding
Situate:	Per Schedule of Values on file with Insurer(s)
Occupancy:	Municipality
Total Insured Values:	$105,972,284

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating entity of the DUAL North America, Inc. group of companies.

Section I – Coverages and Limits of Insurance
A. The coverage territory is as per Schedule of Locations on file with Insurer(s) B. Limit of Liability – Per DUAL Capacity Utilization shown above on this quotation. C. Occurrence Definition Hours/EQ coverage – 168 hours

Section II – Policy Deductibles
As per primary carrier quote.

Section III – Covered Causes of Loss
This policy insures against the risks of direct physical loss or damage to covered property caused by a **covered cause of loss** occurring during the policy period.

Section IV – Covered Property
Buildings Business Personal Property

Section V – Business Income Coverages
Not Covered

Section VI – Valuation
As per underlying primary policy(ies)

Section VII – Policy Conditions
Cancellation: 60 days Coinsurance: NIL Minimum Earned Premium: 25% Valuation - As per form.

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating
entity of the DUAL North America, Inc. group of companies.

Proposal Conditions

Catalytic will issue its own excess follow form (subject to review and approval of form we are to follow). A copy of the policy we are to follow must be received within 50 days of the effective date or we will issue our non-concurrent form.
Completed Surplus Lines Tax Affidavit at binding.
Signed and dated Statement of Values (SOV) is required at time of binding. Until provided, the OLLE will be on the policy.
Signed and dated TRIA acceptance or rejection letter at binding.
The underlying deductibles as presented for the purposes of this quotation are as follows: 5% Earthquake Percentage Deductible, Per Unit, Subject to $25,000 Minimum Per Occurrence If final underlying primary policy deductibles are different than noted, these deductibles shall apply and an endorsement will be issued specifically noting same.
Warrant All Risk including theft underlying policy in force.
Warrant no tuck under or soft first floor parking.
Warrant values reported based on annual time element values.

Additional Policy Conditions

Contingent Time Element specifically excluded.
In no event shall a reduction in underlying limits be recognized if this reduction is a result of paid claims for locations, interests or perils not covered by this policy.
Newly Acquired Location(s) must be submitted for prior approval.
Unless specifically shown on or endorsed to this policy, coverage is excluded by this excess policy for any perils, coverages and sublimits for which the Underlying Insurance Policy covers. If coverage is provided by the Underlying Insurance Policy for losses which are excluded under this policy, the terms and conditions of this policy remain unchanged. This policy will not recognize any erosion or exhaustion of underlying limits by payment of losses which are excluded under this policy, and this policy shall not cover as excess insurance or contribute with any other insurance for loss or damage excluded by this policy.

Optional Endorsement Details

Ordinance or Law Coverage - Excess Sublimits

Remarks

Coverage Forms
CAT1131 EQ Subscription Policy Cover Page
CAT-OFAC US Treasury Notice OFAC
CAT-D2 California Surplus Lines D2
CAT8011 Claims Handling Notice
CAT3023 US Terrorism Risk Insurance Act Not Purchased Clause
CAT3024 Terrorism Exclusion Endorsement
CAT3050 Declarations Page
CAT3045 Subscription Participation Page
CATAMEND - GO GuideOne National Amendatory Endorsement
CATAMEND-HDI HDI Amendatory Endorsement
CATAMEND-TS Trisura Specialty Amendatory Endorsement
CATAMEND-L Underwriters at Lloyd's Amendatory Endorsement
CAT3044 Schedule of Forms
CAT3002 Absolute Fungus Microorganisms Mold or Spores Exclusion
CAT1139 Asbestos Endorsement
CAT8002 Electronic Date Recognition Exclusion EDRE
CAT8003 Exclusion of Certain Computer Related Losses
CAT3037 Exclusion of Loss Due to Virus or Bacteria
CAT8001 Nuclear Biological Exclusion
CAT3018 Pre-Existing Damage Exclusion
CAT8000 Property Cyber and Data Exclusion
CAT3020 Toxic Materials Exclusion
CAT1082 Tuck Under Exclusion
CAT8009 War and Civil War Exclusion
CAT1092 Excess Property Insurance Policy
CAT3003 Additional Conditions Endorsement
CAT1010 Acquisition Clause - Non-Automatic
CAT1062 Occurrence Limit of Insurance Endorsement
CAT1098 Ordinance or Law Coverage Excess Sublimits

Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of $38,100 USD
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder / Applicant’s Signature _____ Date _____

Print Name _____ Policy / Quote Number _____

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating
entity of the DUAL North America, Inc. group of companies.

Contract No:
Named Insured: City of Buena Park

ORDINANCE OR LAW COVERAGE EXCESS SUBLIMITS

It is hereby understood and agreed that this policy recognizes the following sublimit(s), in respect of building ordinance coverage and as defined in the primary policy, and allows the sublimit(s) to erode the underlying limits of insurance in accordance with the excess and drop down clause contained hereon.

Coverage A: X

Coverage B: $0

Coverage C: $0

Coverage B & C combined: $1,000,000

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating
entity of the DUAL North America, Inc. group of companies.

City of Buena Park

07/01/2025 - 07/01/2026

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Daniel Filbey
213.593.3455
dfilbey@brcins.com

Date: 05/22/2025
Quote Expires In: 39 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2025 - 07/01/2026

INSURER
Lexington Insurance Company

STATUS
Non Admitted

PREMIUM BREAKDOWN:

Premium	$	94,500.00
CA SL Tax	$	2,835.00
CA Stamping Fee	$	170.10
Total Gross Amount	**$**	**97,505.10**

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

Date: 05/22/2025
Quote Expires In: 39 Days

TERMS
Terms and Conditions per Attached Carrier Quote

Perils:
DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law

Limits:
$5,000,000 part of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Sub-limits (50%):
Included – Ordinance or Law Coverage A
$5,000,000 p/o $10,000,000 – Ordinance or Law Coverage B & C Combined
$2,500,000 – Utility services - Direct Damage and Time Element

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$105,972,284

Deductible:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)

SUBJECTIVITY(IES)
Signed TRIA (Needed to Bind)
Signed SOV (Needed to Bind)
Signed D-1 (Needed to Bind)
60/10 NOC

TRIPRA

Date: 05/22/2025
Quote Expires In: 39 Days

Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $7,088 Plus Any Applicable Taxes & Fees.

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Daniel Filbey

Lexington Insurance Company,
an AIG company
CA Surplus Lines License #6003097

99 High Street
Boston, MA 02110

To:	**BROWN AND RIDING INSURANCE SERVICES, INC**	eStart# :	**344147142**
	777 S FIGUEROA ST	Renewal Of:	**017196377-01**
	LOS ANGELES, CA 90017	Policy	**07/01/2025 -**
Attn:	**Carolyn Smolski**	Period:	**07/01/2026**
From:	**Philip April**	Policy Type:	**Property**
Applicant:	**City of Buena Park**	State:	**CA**
	6650 Beach Boulevard		
	Buena Park, CA 90621		

Premium Summary

Total Premium	$94,500.00
Grand Total	**$94,500.00**

Fees & Taxes

Commission	17.5%

Additional Premium for Certified Acts of Terrorism Coverage: $7,088.00 plus tax.

Quoted By

Lexington Insurance Company (BEST RATING: A Excellent; Non-Admitted)

Commercial Property

Property Coverage Summary

Property Policy Type:	Primary
Limit Type:	Per Occurrence
Per Schedule:	On File With Company
Limit(s) of Liability:	$5,000,000 Part Of $10,000,000
Total Insurable Value:	$105,972,284
Cause(s) of Loss:	DIC including EQ, excluding Flood
Coverages:	Building
	Business Personal Property
AOP Deductible(s) per occurrence:	$25,000
Valuation:	Replacement Cost
Earthquake Percentage Deductible Per Unit:	5%
Earthquake Minimum Dollar Deductible Per Occurrence:	$25,000

Additional Notes

Limit of Insurance is per occurrence and in the annual aggregate as respects to Earthquake .

We offer the following quote subject to

1. If Premium State = NJ: Please include NJ SLA number.
2. A completed, signed and returned Broker Responsible for Surplus Lines Filing Agreement PRIOR to binding.

Additional Coverage Notes

PR0404 (06/15) Utility services - Direct Damage and Time Element

Premises No : All

Buidling No : All

Direct Damage Limit of Insurance : 2,500,000

Water Supply Property Checkbox : X

Communication Supply Property(Not including) Checkbox : X

Power Support Property (not including) checkbox : X

Covered Property : Per Schedule on File

PR0413 (01/21) Ordinance Or Law Coverage

Premises No : All

Building No : All

Coverage A : X

Coverage B & C Combined Limit of Insurance : $5,000,000

PR1013 (06/15) Flood Exclusion

Flood Zones beginning with A Checkbox : X

Flood Zones beginning with V Checkbox : X

Flood Zone B or Shaded Zone X Checkbox : X

Flood Zone C or Unshaded Zone X Checkbox : X

Flood Zone D Checkbox : X

Levee, floodwall, dam, dike or similar structure Checkbox : X

PR1402 (06/15) Additional Covered Property

Premise Number : All

Building Number : All

Description Of Property : Walks, Walkways, Driveways

Premises Number : All

Building Number : All

Description Of Property : Patios, other Paved Surfaces

Premises Number : All

Building Number : All

Description Of Property : Retaining Walls

Premises Number : All

Building Number : All

Description Of Property : Fences, Gates

Premises Number : All

Building Number : All

Description Of Property : Foundations (above and below ground) and Supports

Premises Number : All

Building Number : All

Description Of Property : Underground Property

Premises Number : All

Building Number : All

Description Of Property : Light Poles

Premises Number : All

Building Number : All

Description Of Property : Sign

Premises Number : All

Building Number : All

Description Of Property : Excavation and Backfill

PR9909 (04/15) Minimum Earned Premium

Minimum Earned Premium Percentage : 25

PRDS05 (06/17) Commercial Property Coverage Part Difference In Conditions Declarations

Earthquake Sub-Limit of Insurance : $5,000,000

Building and BPP Deductible Per Occurrence : 25,000

Earthquake Percentage Deductible Per Occurrence : 5

Eathquake Minimum Dollar Deductible Per Occurrence : 25,000

Contributing Insurance Percentage : 50

WWME012 (06/11) Manuscript Endorsement 012

Form Title 1 : Notice of Cancellation

Form Text : Cancellation is 60 days except 10 days for non-payment of premium.

WWME013 (06/11) Manuscript Endorsement 013

Form Title 1 : Additional Coverage Notes

Form Text : Additional Covered Property: Walks, Walkways, Driveways, Patios, other Paved Surfaces, Retaining Walls, Fences, Gates, Foundations (above and below ground) and Supports, Underground Property, Light Poles, Sign, Excavation and Backfill. Ordinance or Law Coverage "A", "B" and "C" are within limit of insurance - not in addition to limit. $5,000,000 B&C represent 100% LSIA participation.

WWME014 (06/11) Manuscript Endorsement 014

Form Title 1 : Definition of Occurrence

Form Text : Definition of Occurrence is 168 Hours

Form List

Subject to the following Endorsements:

Form No	ED Date	Form Name
91222	09/16	Policyholder Notice
CP0090	07/88	Commercial Property Conditions
CP0140	07/06	Exclusion of Loss Due to Virus or Bacteria
CP1075	12/20	Cyber Incident Exclusion
D-2	01/20	Important Notice
IL0017	11/98	Common Policy Conditions
IL0935	07/02	Exclusion of Certain Computer-Related Losses
ILP001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
NTCFR01	10/20	Notice to Policyholders Fraud Notice
PR0003	03/19	Difference In Conditions Coverage Form
PR0404	06/15	Utility services - Direct Damage and Time Element
PR0413	01/21	Ordinance Or Law Coverage
PR1013	06/15	Flood Exclusion
PR1207	06/15	Difference In Conditions Amendatory Endorsement
PR1402	06/15	Additional Covered Property
PR9909	04/15	Minimum Earned Premium
PRDS05	06/17	Commercial Property Coverage Part Difference In Conditions Declarations
WW22	01/21	Service of Suit Endorsement
WW230	01/21	Common Policy Declarations
WW425	02/08	Exclusion of Chemical and Biological Loss or Damage
WW458	06/13	Asbestos Exclusion
WW497	01/21	Notice - Claim Reporting
WWCA01	12/11	California Disclosure Notice Premium Refund
WWME012	06/11	Notice of Cancellation
WWME013	06/11	Additional Coverage Notes
WWME014	06/11	Definition of Occurrence

If the insured accepts Certified Acts of Terrorism Coverage for Property and pays the appropriate premium the following endorsements apply:

- IL0986 - Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological, Chemical Or Radiological Terrorism; Cap On Covered Certified Acts Losses

If the insured rejects Certified Acts of Terrorism Coverage for Property and does not pay the appropriate premium the following endorsements apply:

- IL0953 - Exclusion of Certified Acts of Terrorism

The attached "NOTICE OF TERRORISM INSURANCE COVERAGE" (NTC TR01) must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

These rates, terms and conditions are valid for **30** days from the date of this Quote.

We are pleased to offer the preceding quotation which should be reviewed carefully as the terms and conditions of coverage may differ from those requested on your application / submission.

Regards,

Philip April
Phone:
E-Mail: philip.april@aig.com

Please advise your client that Lexington Specialty Insurance Agency, Inc. ("Lexington Specialty") is offering this quote as representative of its affiliated surplus lines insurance company,Lexington Insurance Company. Lexington Specialty is not acting on behalf of your client and does not seek placements in other surplus lines markets.

You are the surplus lines broker of record and are responsible for the collection, reporting and payment of applicable surplus lines taxes and fees.

If coverage is bound, the premium must be remitted within 30 days of effective date or 15 days from billing, whichever is later. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines tax (and stamping fee, if applicable) is collected and paid.

Important: In order to complete the underwriting process, we require that you send us the additional information requested in the subject to information in this letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the requested information. However, we may bind coverage before we have received, reviewed and approved the information. In such event, we have the right to cancel the insurance upon 10 days notice if the completed and signed Broker Responsible for Surplus Lines Filings Agreement is not received by us within 10 days from the effective date of coverage. Additionally, if we have not received the other information requested within the specified time frame then we have the right to cancel the insurance upon 20 days notice.

Please complete and return to: LexESPropertyBR@aig.com

BROKER RESPONSIBLE FOR SURPLUS LINES FILING AGREEMENT

Insured Name: City of Buena Park

Policy Number:

Submission #: 344147142

Effective Date: 07/01/2025

Gross Premium: $94,500.00

This policy is written on a surplus lines basis by (please check the appropriate box):

☐ AIG Specialty Insurance Company ☒ Lexington Insurance Company

☐ Other:

(The following states require that filings be submitted with an individual surplus lines license: AL, AR, DE, FL, GA, ID, IL, IA, KS, KY, MN,MS, MO, MT, RI, SC, SD, TN, VT, WV, WI, WY)

Check if either applies:

☐ Unaffiliated Insured Group Policy - a policy issued to a group of named insureds who are not related entities.

☐ Risk Purchasing Group - a policy issued to a legal entity that was created under the Federal Liability Risk Retention Act for the purpose of purchasing group liability insurance.

If one of the above is checked, attach a schedule listing the Surplus Lines filing license for each member's home state.

For completion by Broker if AIG Producer Agreement/Surplus Lines Broker Responsibility Addendum is in place:

Agreement ID # _____ **Home State** CA **Home State SL# or NJ SLA # (if NJ is home state)** _____

For completion by Broker if no AIG Producer Agreement/Surplus Lines Broker Responsibility Addendum is in place:

It is agreed that the following surplus lines agent/broker is responsible for all surplus lines filing, reporting, tax and fee collection, and payment requirements imposed by applicable law in the insured's **Home State** (see attached definition).

Insured's **Home State**: CA Surplus Lines Licensee: _____

Home State Surplus Lines **Filing** License Number: _____ OR NJ SLA #: _____

A copy of the surplus lines license referenced above as well as any documentation supporting the payment of surplus lines taxes and applicable fees hereunder will be made available upon request.

CALIFORNIA HOME STATE RISKS: Pursuant to subdivision (b) of Section 1774 of the California Insurance Code, a copy of this Agreement shall be made available to the California Commissioner of Insurance or his or her designee upon request. It is agreed that the responsibility for filing the Confidential Report of Surplus Lines Placement (SL-1 Form) is delegated to the abovementioned surplus lines broker.

TEXAS HOME STATE RISKS: Pursuant to Section 981.223 and 225.006 of the Texas Insurance Code, a copy of this Agreement shall be made available for inspection by the Department of Insurance and the Comptroller of Public Accounts upon request. It is hereby agreed that the responsibility for all filing, reporting, collection, and payment requirements imposed by Chapter 225 and Chapter 981 of the Texas Insurance Code is delegated to the surplus lines agency identified above.

Please complete box 1 or 2

CA/TX: requires the individual surplus lines license number and signature of the licensed agent/broker even if it is not the filing license.

By: _____ _____

Signature (Typed Script Font/Stamp NOT Permitted) Date (MM/DD/YY)

_____

Individual Surplus Lines License Number

_____

Name (Please Print)

_____

Agency/Firm Name (Please Print)

All Others:

By: _____ _____

Signature (Typed Script Font/Stamp NOT Permitted) Date (MM/DD/YY)

_____

Name (Please Print)

_____

Agency/Firm Name (Please Print)

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DEFINITIONS

HOME STATE -

(A) In general. - Except as provided in subparagraph (B), the term "Home State" means, with respect to an insured -

(i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or

(ii) if 100 percent of the insured risk is located out of the state referred to in clause (i), the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

(B) Affiliated Groups. - If more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term "Home State" means the Home State, as determined pursuant to subparagraph (A), of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

AFFILIATE - The term "affiliate" means, with respect to an Insured, any entity that controls, is controlled by, or is under common control with the Insured.

AFFILIATED GROUP - The term "affiliated group" means any group of entities that are all affiliated.

CONTROL - An entity has "control" over another entity if -

(A) the entity directly or indirectly or acting through 1 or more other persons owns, controls or has the power to vote 25 percent or more of any class of voting securities of the other entity; or

(B) the entity controls in any manner the election of a majority of the directors or trustees of the other entity.

PRINCIPAL PLACE OF BUSINESS - The term "principal place of business" means, with respect to determining the Home State of the Insured:

(A) the state in which an Insured maintains its headquarters and the Insured's high level officers direct, control, and coordinate the business activities; or

(B) if the Insured is a company which maintains outside any state its headquarters where the Insured's high level officers direct, control, and coordinate the business activities, (for example, a foreign company headquartered in a foreign country), then the state where the largest percentage of the risk resides, i.e. the state to which the greatest percentage of the Insured's taxable premium for the insurance contract is allocated.

PRINCIPAL RESIDENCE - "Principal residence" means, with respect to determining the Home State of the insured,

(a) the state where the insured resides for the greatest number of days during a calendar year; or

(b) if the insured's principal residence is located outside any state, the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

STATE - The term "state" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa.

SIGNATURE -All signatures need to be wet, electronic, or digital. Stamped, typed, printed, and script font signatures are NOT acceptable.

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(RIGHT TO PURCHASE COVERAGE)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for prospective premium of $7,088.00
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism

		City of Buena Park
Policyholder/Applicant's Signature		Account Name
Print Name	Date	Policy Number

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June 24, 2025
CONSENT CALENDAR
Item No. 4M.

City Council Agenda Report

MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ORANGE COUNTY CLERK-RECORDER OFFICE FOR THE USE OF THE STATEWIDE ELECTRONIC COURIER UNIVERSAL RECORDING ENVIRONMENT GOVERNMENT TO GOVERNMENT (SECURE G2G) PORTAL FOR ELECTRONIC RECORDING

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Memorandum of Understanding (MOU) with the Orange County Clerk-Recorder for use of the Statewide Electronic Courier Universal Recording Environment, Government to Government (SECURE G2G) Portal; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On March 28, 2017, the City Council entered into an agreement with the Orange County Clerk-Recorder for use of the SECURE G2G Portal. On May 12, 2020, the City Council entered into a five-year term agreement with the Orange County Clerk-Recorder for use of the SECURE G2G Portal.

DISCUSSION

At its regular meetings of March 28, 2017 and May 12, 2020, the City Council approved a Memorandum of Understanding (MOU) between Owner Counties ("County of Orange") and Participants ("City of Buena Park") for the use of the Statewide Electronic Courier Universal Recording Environment Government to Government (SECURE G2G) Portal to establish an effective and efficient internal process of electronically submitting and recording documents with, and receiving immediate and direct communication from, Orange County Clerk-Recorder staff. Many City documents require recordation at the County including, but not limited to, development agreements, leases, loan documents, notices of completions, and easements. Prior to implementing this program, staff hand-delivered or mailed documents to the County Clerk-Recorder's Office, which increased staff time, vehicle expenses, and postage costs. Although the initial software, software upgrades, maintenance, installation and training are at no cost to the City, the County issues two free "tokens" (licenses) to designated users while each additional token requires a one-time cost of $100. Currently, there four (4) active tokens issued to the City of Buena Park. The two free tokens have been assigned for use by the City Clerk's Office, and two additional tokens are being used by the Economic Development Division and the Public Works Department. The County prohibits the issuance of shared user accounts and SECURE G2G Portal user accounts and identity credentials are non-transferable. If a user's status changes and access to SECURE G2G is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked.

The City Clerk's Office was advised of the upcoming expiration of the MOU for use of the SECURE G2G Portal. In a continuous effort for simple, paperless solutions and to streamline the electronic processing and recordation of City documents, it is recommended that the City Council approve the proposed MOU with the Orange County Clerk-Recorder for use of the Statewide Electronic Courier Universal Recording Environment, Government to Government (SECURE G2G) Portal. Moreover, a dedicated workstation and scanner that meet the technical specifications outlined in the MOU has already been verified and implemented by the City's Information Technology (IT) Department. There are no other required changes to the dedicated workstation.

BUDGET IMPACT

There is no direct cost associated with the approval of this agreement.

Attachments

Attachment - City of Buena Park SECURE G2G Renewal MOU.pdf

MEMORANDUM OF UNDERSTANDING
BETWEEN OWNER COUNTIES AND GOVERNMENT PARTICIPANTS
FOR THE USE OF THE SECURE GOVERNMENT TO GOVERNMENT (G2G)
PORTAL

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**" or "**Agreement**"), made and entered into on __6/30/2025__, is between the counties of Los Angeles, Orange, Riverside, and San Diego (hereinafter collectively referred to as "**Owners**") that own the Statewide Electronic Courier Universal Recording Environment ("SECURE") with the Orange County Clerk-Recorder acting on their behalf as the Lead County, and __City of Buena Park__ the submitting party ("**Government Agency**"), recording electronically through the SECURE Government to Government (**G2G**) Portal. The Owners and Government Agency are collectively referred to as the "Parties."

WHEREAS, California Government Code Section 27279(b) states "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement dated August 19, 2008 to share the ownership and ongoing maintenance of a multi-county G2G electronic recording portal; and

WHEREAS, Orange County is the "Lead County" in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

1. DEFINITIONS

A. Owners: means the Counties of Los Angeles, Orange, Riverside and San Diego Counties.

B. Lead County: means the County of Orange as the designated lead in developing and supporting the multi-county system and responsible for handling the administrative

functions, negotiating and executing any contract relating to the support and maintenance of SECURE.

C. **Partner County or Partner Counties:** means non-owner counties that have contracted to use SECURE**.**

D. **SECURE G2G Portal:** means the SECURE Government to Government Portal.

E. **Government Agency:** means a government entity, other government agency, or a county department of the Owners that submits package(s) of documents electronically to an Owner or Partner County using the SECURE G2G Portal for the purpose of electronically recording under this MOU.

F. **SECURE:** means the Statewide Electronic Courier Universal Recording Environment used by multiple counties to electronically receive and return documents for recording.

G. **Government to Government:** means the acts of a county recorder recording a document for a Government Agency through the SECURE G2G Portal.

H. **Operational Issues:** means issues regarding the business rules that dictate what can be recorded by an individual Owner county or Partner County.

I. **Technical Issues:** means issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.

J. **Infrastructure:** means the non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

2. PURPOSE

The purpose of this MOU is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

3. TERM

This Agreement shall become effective upon the signature of the Parties for a term of 5 years unless terminated in writing by either party in accordance with this Agreement. The parties, by written agreement, may extend the agreement for no more than one additional year.

4. FEES and COST

Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of

documents. Government Agency is responsible for startup costs, which may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established Government Agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G Portal pursuant to California Government Code section 27279(b), which states in part "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

6.1 Government Agency shall comply with any and all requirements and specifications of the Agreement and in Attachments A and B (collectively Attachments).

6.2 Government Agency understands that the requirements and specifications may change from time to time.

6.3 Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Partner Counties.

6.4 Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Partner Counties.

6.5 Owners will provide written notice to the Government Agency within 30 days if there are any changes to the requirements or specifications.

6.6 Attachment A – Provides the technical specifications including submission methods, communication protocol security framework and imaging standards.

6.7 Attachment B – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with each individual Owner or Partner County.

7. Government Agency Acknowledgments and Responsibilities

7.1 Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.

7.2 The electronic documents or records shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.

7.3 Government Agency is responsible for the accuracy, completeness and content of documents submitted for recording through the G2G portal.

7.4 Government Agency shall immediately notify Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE's data systems.

7.5 Government Agency shall ensure that all security measures and credentials implemented are protected. Government Agency assumes all responsibility for documents submitted through unique credentials provided to Government Agency for the purposes of engaging in G2G recording.

7.6 Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.

7.7 Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Partner Counties.

7.8 Government Agency shall notify the Lead County of all problems involving Technical Issues. Government Agency shall work in good faith with the Lead County to resolve any Technical Issues. Resolution of Technical Issues may require Government Agency to provide onsite access to Lead County.

7.9 Government Agency shall comply with each county's individual recording requirements. Government Agency's submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual county. Each Owner or Partner County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county's specific requirements for recording may be rejected by the respective county.

7.10 Following the electronic recordation of a document, Government Agency agrees to deliver the original document and/or notify the real party in interest.

8. Lead County Responsibilities

8.1 Lead County shall conduct ongoing monitoring of the SECURE G2G Portal to protect the integrity of the transmission process.

8.2 Lead County shall test and maintain the SECURE G2G Portal software and hardware.

8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Owner or Partner County and Government Agency until the problem has been remedied.

8.4 Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of contracts required for Government Agency to submit to Partner Counties.

8.5 Lead County shall facilitate communication between Government Agency and Owner or Partner Counties.

9. SECURE G2G Portal Review

Government Agency's right to submit documents under this Agreement is subject to Owners review and acceptance of Government Agency's standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment B.

11. Suspension

Lead County, with the concurrence of all the other Owners, may suspend Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to Government Agency and any of Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

Notice of suspension will be immediately provided to Government Agency by Lead County on behalf of Owners. Government Agency may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners.

The following is a non-exhaustive list of reasons for suspension:

11.1 To protect the public interest.

11.2 To protect the integrity of public records.

11.3 To protect real property owners from financial harm.

11.4 To prevent fraud.

11.5 For Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.6 For Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.7 For Government Agency's default of any provision of this Agreement.

12. <u>Limitation of Liability</u>

Owners and Partner Counties shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:

12.1 Information electronically transmitted by the Government Agency.

12.2 Any breach of security, fraud or deceit resulting from electronic recording.

12.3 Damages resulting from software, hardware, or other equipment failure.

12.4 Delays or power failures that interfere with the normal course of electronic recording.

12.5 Restricting or terminating Government Agency's ability to electronically record documents.

12.6 Claims, disputes or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.

12.7 Government Agency, Owners and Partner Counties shall not be liable to each other for:

12.7.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.

12.7.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

12.7.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying

upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of three (3) days.

13. Indemnification

13.1 Owners shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Government Agency under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of Government Agency under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, Government Agency shall fully indemnify, defend, and hold Owners and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs (including attorney's fees), and expenses, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever (collectively "Claims"), arising from, or related to, any acts or omissions on the part of the Government Agency under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Government Agency under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Owners. This provision shall survive termination or expiration of this Agreement.

13.2 Notwithstanding section 13.1 above, in the event the Government Agency under this Agreement is a county department of an Owner, such Government Agency's indemnification obligations to each other Owner hereunder shall not exceed each Owner's indemnification obligations under that certain Multi-County Agreement Between the Counties of Los Angeles, Orange, Riverside, and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System (the "Multi-County Agreement").

13.3 In the event of fraud that arises directly or indirectly from Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate, Government Agency shall defend and indemnify the Owners against any Claims (as defined in section 13.1, above) for any G2G electronic recording transaction in which the Government Agency engages.

14. Termination

14.1 Either party may terminate this Agreement for any reason by providing 30 calendar days' written notice of termination.

14.2 Owners may terminate this Agreement immediately if Government Agency is in default of any of the terms of this Agreement.

14.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion as it deems necessary. The following is a non-exhaustive list of reasons for termination:

14.3.1 To protect the public interest.

14.3.2 To protect the integrity of public records.

14.3.3 To protect real property owners from financial harm.

14.3.4 To prevent fraud.

14.3.5 For Government Agency's violation of, or to prevent the violation of, any federal, state or local law.

14.4 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

15. Dispute Resolution

Owners and Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to G2G electronic recording through either negotiation or mediation prior to initiating litigation.

16. Governing Laws and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Partner Counties and their respective successors, transferees, assumers and assigns, if any.

21. Privileged and Confidential Information

The Government Agency agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Government Agency to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Government Agency to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement.

22. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

23. Severability

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

25. Headings

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

26. No Presumption Against Drafter

This Agreement is deemed to have been drafted jointly by the Parties. This Agreement shall be construed without regard to any presumption or rule requiring construction against or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any party or person.

27. Notices

Any notice requirement set forth herein shall be in writing and delivered to the appropriate party at the address listed in this subparagraph. Notice shall be given by electronic mail or deposited in the United States mail, postage prepaid, to the parties listed below. Addresses for notice may be changed from time to time by written notice to the other party. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For reporting a security incident, the Government Agency shall also report the incident to the Lead County at the email address specified below.

Government Agency

City of Buena Park
Attn: City Clerk
6650 Beach Blvd.
Buena Park, CA 90621
Email: AJimenez@buenapark.com

Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
601 N. Ross Street
Santa Ana, CA 92701
Email: SECURESupport@rec.ocgov.com

28. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

--Signatures Follow--

OWNERS

THE COUNTY OF ORANGE AS LEAD COUNTY:

Approved By: Hugh Nguyen

Signature: _____
Orange County Clerk-Recorder

Date: _____

THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM

Signature: _____
Title: Deputy County Counsel
Dated: _____

GOVERNMENT AGENCY

DEPARTMENT OF (Government Agency):_____

COUNTY: _____

Approved By: _____

Signature: _____

Title: _____

Date: _____

Attachment A - Technical Specifications

1. Submission Methods

SECURE G2G Portal User Interface (UI) – Government Agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. Government Agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – Government Agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Government Agencies will receive recorded information via XML return package.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128-bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the Government Agency and at a minimum changed at 90-day intervals to reduce security exposure.

a) Endpoint Security (Authentication Token) - Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

Government Agency computer(s) connected to the SECURE G2G Portal must be dedicated workstations for G2G recording only. Government Agency computers utilized for such are required to comply with a workstation checklist provided by Lead County.

Computers that connect to SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Workstations used to submit, retrieve, or, when applicable, return SECURE G2G Portal payloads are protected from unauthorized use and access. As a minimum, workstations shall meet all of the following requirements:

- Anti-malware software configured to start on system boot-up.
- All critical operating system patches applied within one month from when the patch first becomes available.
- A hardware firewall installed and maintained.
- Up to date virus scan software that shall check for definition updates every twenty-four hours.
- A full virus scan configured to run weekly at a minimum.
- Installed applications shall be limited to the purpose of performing the necessary operational needs of the recording process as defined by the County Recorder.
- Screen Lock must be configured for activation after 10 minutes of inactivity.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE G2G Portal using a single SECURE G2G Portal user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE G2G Portal is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE G2G Portal user accounts and identity credentials are non-transferable.

c) Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statutes as set out in Government Code Section 27361 et seq.

June 24, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

RESOLUTION CREATING A NEW PREFERENTIAL PARKING DISTRICT ON ADAMS WAY AND JACKSON WAY

PREPARED BY	PRESENTED BY
Norm Wray, Senior Engineering Technician	Norm Wray, Senior Engineering Technician
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution to establish a new Preferential Parking District (PPD) on Adams Way and Jackson Way.

PREVIOUS CITY COUNCIL ACTION

On April 22, 2025, the City Council received a staff report presenting options for increasing available parking in the vicinity of Grand Avenue, south of Crescent Avenue. During that meeting, a number of residents from the area spoke in favor of creating a new PPD on Adams Way and Jackson Way.

DISCUSSION

The residents of Adams Way and Jackson Way have expressed frustration over the parking demand on their streets. They stated that parking by vehicles outside of their neighborhood is making it difficult to find parking for local residents or their guests. Additionally, residents reported many concerns related to trash, narrow streets, blocked driveways, and general public safety.

Adams Way and Jackson Way are local residential streets. They are undivided and have prima-facie speed limits of 25 miles per hour (MPH). Each street is 28 feet wide, and each street is a “loop” that begins and ends on the Grand Avenue Frontage Road. Zoning on the streets is entirely RS-6 (single family residential). Much of the nearby zoning, however, is RM-20, which is a multi-family designation. Nearby zoning in the City of Anaheim consists of both RS-2 (single family) and RM-4 (multi-family). Attachment 2 shows a general overview of the area, and Attachment 3 shows zoning in the area.

Residents submitted a PPD application per City Council Policy No. 41. The application was complete, and staff has reviewed the request. The City policy on PPD's has two basic requirements. The request must be made by at least 2/3 (66.6%) of the residents on the street and the area must be reasonably self-contained. In this case, 67% of the residents of the area signed the petition, meeting the first part of the policy requirement. See Attachment 4 for a map of the voting results.

The requirement for an area to be self-contained is more difficult to determine, and is done on a case-by-case basis. In this case, staff has concluded that the two streets do represent a self-contained area. Both streets are entirely to the east of the Grand Avenue Frontage Road, and do not lead into any other nearby streets. The PPD request covers the entirety of each street.

The request meets the minimum requirements of Policy No. 41. Staff notes that this item was not reviewed by the Traffic & Transportation Commission, which is normally part of the procedures of the policy. However, since the City Council has already reviewed this item and expressed interest in creating such a district, staff determined that, to save time, it would be most efficient to bring the item directly back to the City Council for review and approval.

BUDGET IMPACT

If the proposed PPD No. 14 is approved, the cost to install the necessary signs would be approximately $8,000 to $9,000. Staff would also need to purchase additional parking permits. The cost for these would be approximately $2,000 to $2,500. The cost for the signs would be funded by the existing Signing and Striping budget. The cost for the permits would be funded by the Public Works Operations budget.

Attachments

Permit Parking on Adams - Att 1 of 5 - Reso.pdf
Permit Parking on Adams - Att 2 of 5 - Vicinity Map.pdf
Permit Parking on Adams - Att 3 of 5 - Zoning.pdf
Permit Parking on Adams - Att 4 of 5 - Vote Map.pdf
Permit Parking on Adams - Att 5 of 5 - PPD Map.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, ESTABLISHING A PREFERENTIAL PARKING DISTRICT ON ADAMS WAY AND JACKSON WAY, ALL AS MORE PARTICULARLY DESCRIBED HEREIN

WHEREAS, the City of Buena Park ("City") has received a request from over 2/3 of the residents within the subject area for the designation of this street as a preferential parking district; and

WHEREAS, the City has jurisdiction over the subject street; and

WHEREAS, California Vehicle Code Section 22507 authorizes the City to establish Preferential Parking Districts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK hereby determines, finds, and resolves as follows:

Section 1. In accordance with California Vehicle Code Section 22507, the City Council hereby establishes a preferential parking district consisting of both sides of Adams Way, beginning and ending at the Grand Avenue Frontage Road and on both sides of Jackson Way east of the Grand Avenue Frontage Road beginning and ending at the Grand Avenue Frontage Road, as shown in the attached map, which district shall be referred to as "Preferential Parking District No. 14."

Section 2. Residential parking permits for Preferential Parking District No. 14 shall be individually numbered and otherwise in such form as approved by the Director of Public Works. The residential parking permits for Preferential Parking District No. 14 shall comply with the following guidelines:

a. The residential parking permits shall be divided into two types:

    i. Resident/visitor. A permit for exclusive use of residents and their guests.

    ii. Temporary (one-day). A permit that is issued to residents of the district for special occasions in which a resident may require additional permits. There is no maximum number of temporary permits that are available in one year. These permits shall only be valid for the date specified on the permit.

b. All resident/visitor permits shall be issued by the Department of Public Works; all temporary permits shall be issued by the Police Department. Said departments shall maintain all records as necessary to issue and track permits.

c. Any residence within the boundaries of Preferential Parking District No. 14 may purchase up to two resident/visitor permits. These permits shall be subject to a purchasing or replacement fee of ten dollars ($10) per permit. These permits shall

be renewed biennially. Notwithstanding the foregoing, more than two resident/visitor permits may be approved by the Director of Public Works at his or her discretion for specific vehicles parked at a residence in a district including those providing temporary services or activities to these residences such as maintenance, construction, or healthcare. These additional resident/visitor permits must be requested by the resident, in writing, and must be justified to the satisfaction of the Director of Public Works. The permitted use or service being provided must be consistent with the use of the property and in conformance with the Buena Park Municipal Code. The additional permits shall be subject to a purchasing or replacement fee of twenty dollars ($20) per permit. These permits shall be renewed biennially.

d. The fee for temporary permits shall be one dollar ($1) per permit. Each temporary permit shall be valid for one day only as written on the permits. When writing the date of use on the temporary permits, residents shall use indelible ink only.

e. To obtain a resident/visitor or temporary permit, the resident must bring proof of residency on the affected portion of this district to the Department that issues the permits.

f. Each parking permit issued pursuant to this Resolution may only be used within Preferential Parking District No. 14. No resident/visitor parking permit may be sold, conveyed, or otherwise permanently transferred.

Section 3. This Resolution shall not take effect unless and until signs or markings as described in California Vehicle Code Section 22507 (a) are installed in the areas affected by this Resolution.

Section 4. CEQA. This Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 24th day of June, 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

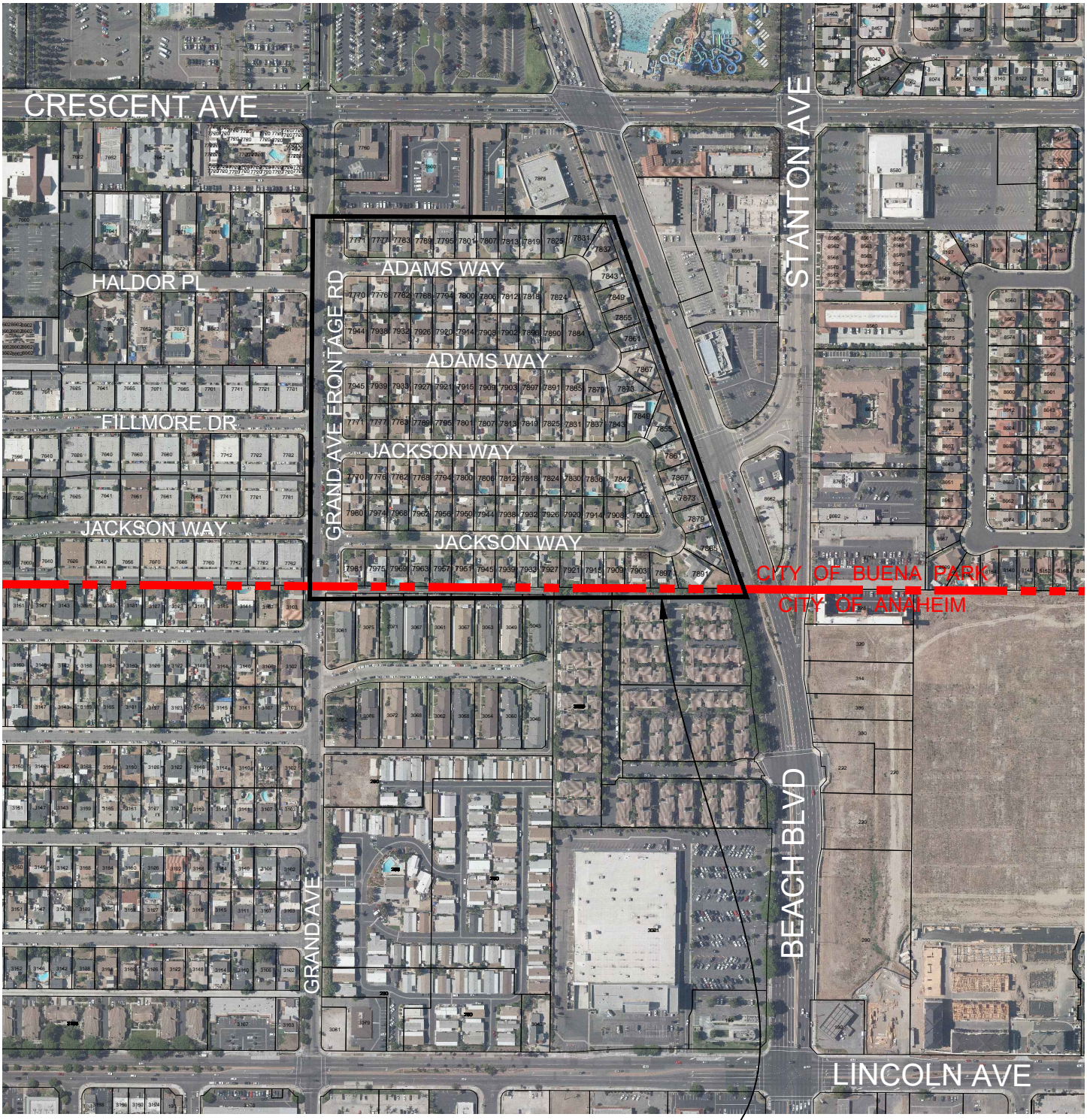
_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk, 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 24th day of June, 2025.

_____
City Clerk



City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

INPUT PROJECT TITLE HERE

REQUEST FOR A NEW PPD ON ADAMS WAY & JACKSON WAY VICINITY MAP

EXHIBIT NO.

N/A

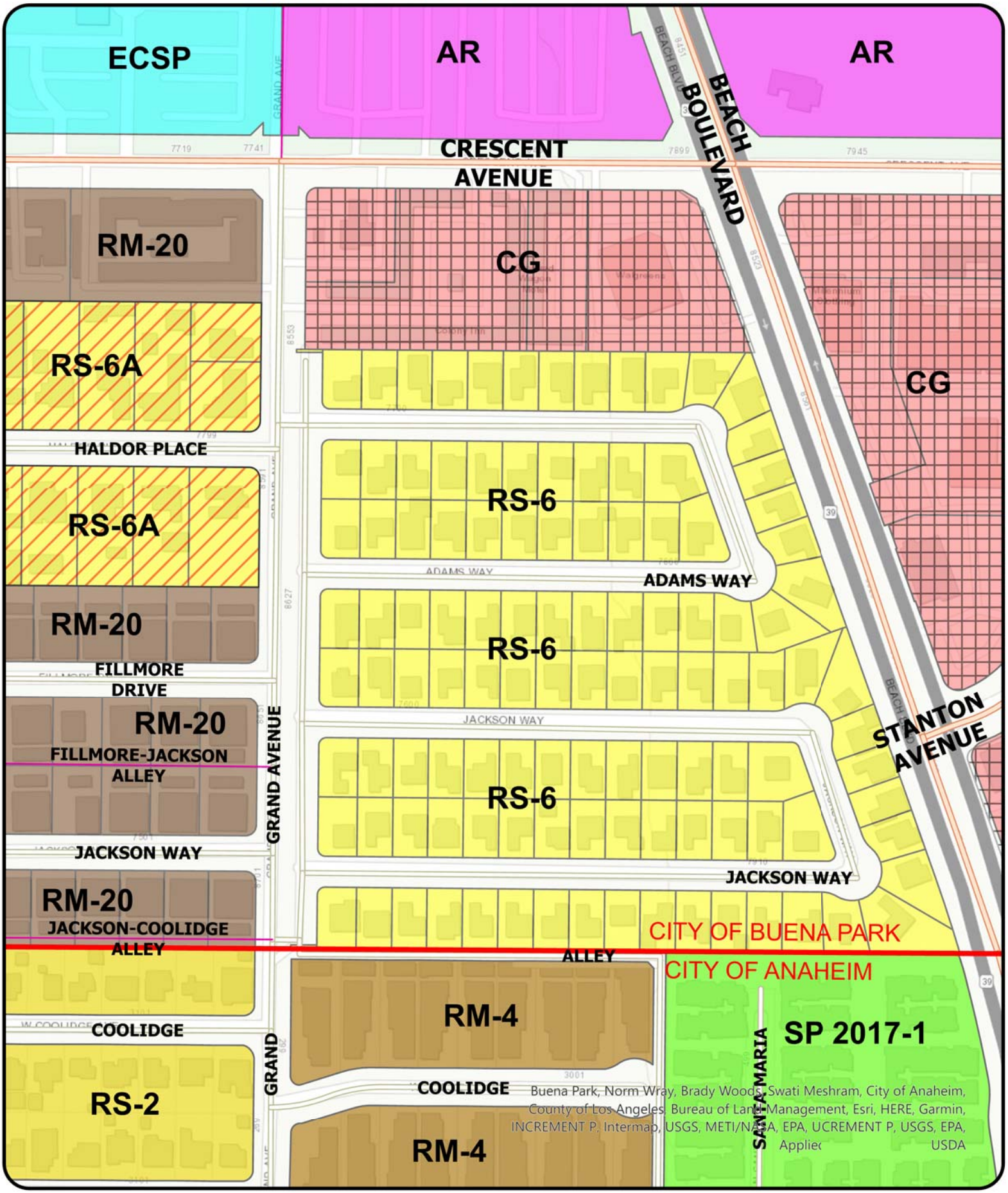
DRAWN BY: NW

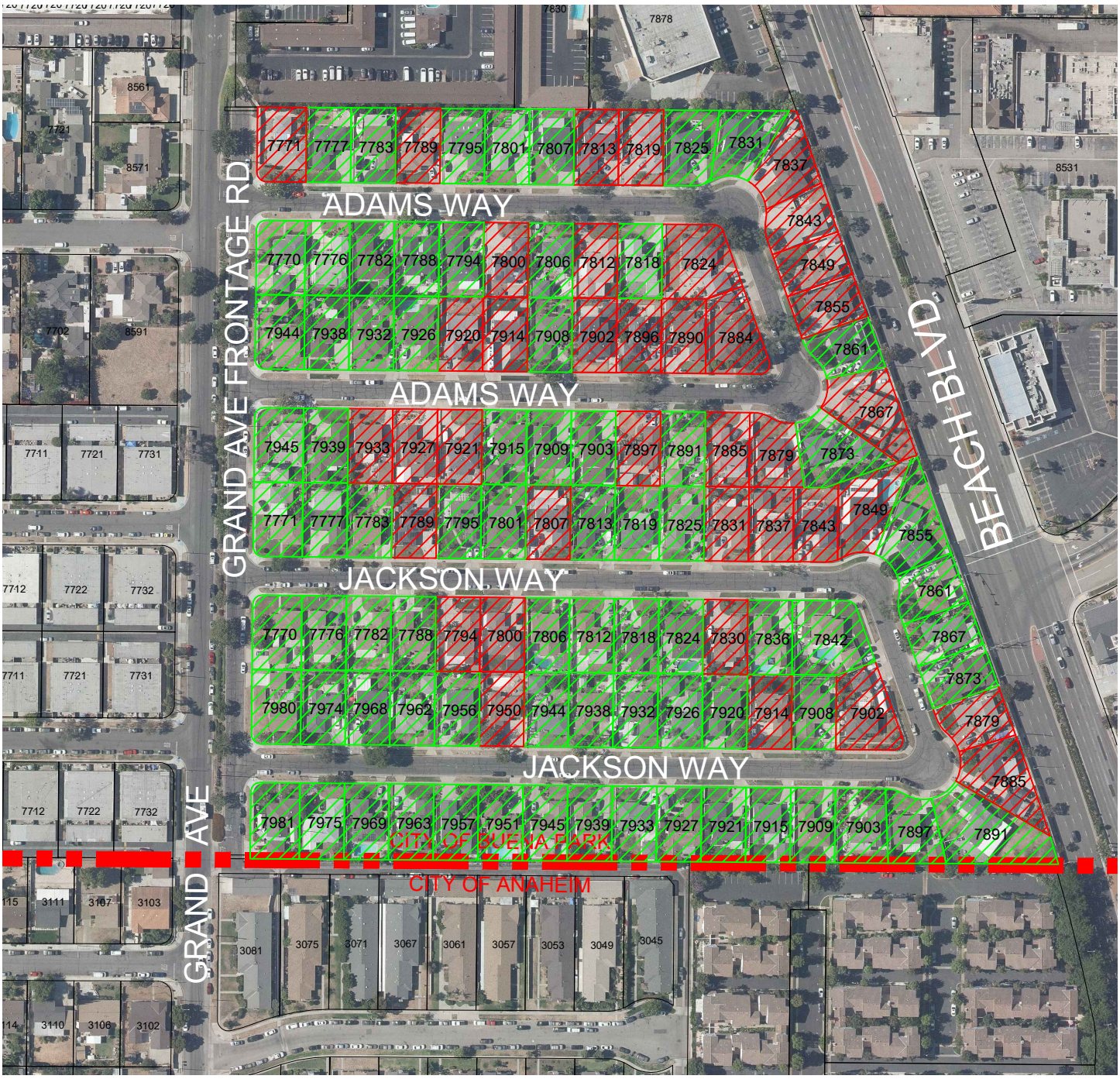
DATE: 06/02/2025

T:\NEW FOLDER STRUCTURE\Traffic Investigations\Adams\2025\PPD Request\PPD for Adams and Jackson.dwg

City of BUENA PARK

ZONING NEAR GRAND AVENUE





: INDICATES THE CITY BORDER

: INDICATES A PROPERTY THAT SIGNED THE PETITION (76 / 114 = 67%)

: INDICATES A PROPERTY THAT DID NOT SIGN THE PETITION (38 / 114 = 33%)

0 100' 200'

SCALE: 1" = 200'

N

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

INPUT PROJECT TITLE HERE

REQUEST FOR A NEW PPD ON ADAMS WAY & JACKSON WAY VOTE MAP

EXHIBIT NO.

N/A

DRAWN BY: NW

DATE: 06/02/2025

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: INDICATES THE CITY BORDER
: INDICATES THE EXTENTS OF THE PPD AREA
: INDICATES A PROPERTY THAT WOULD BE ELIGIBLE FOR PARKING PERMITS (114)

0 100' 200'
SCALE: 1" = 200'

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

INPUT PROJECT TITLE HERE

REQUEST FOR A NEW PPD ON ADAMS WAY & JACKSON WAY PROPOSED PPD AREA

EXHIBIT NO.

N/A

DRAWN BY: NW

DATE: 06/02/2025

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June 24, 2025
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

AGREEMENT WITH FLOCK SAFETY FOR THE LEASE OF POLICE DRONE AS FIRST RESPONDER (DFR) HARDWARE AND SOFTWARE

PREPARED BY	PRESENTED BY
Nghia Nguyen, Police Captain	Nghia Nguyen, Police Captain
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Frank Nunes. Chief of Police	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a two-year agreement with Flock Safety for the lease of Drone as First Responder (DFR) hardware, software, data, and evidence storage in the amount of $450,000; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager to execute the agreement; 4) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (c) because these items and features can only be obtained from a sole-source vendor; and, 5) Approve a budget amendment in the amount of $85,000 for a 10% contingency and general liability insurance for the term of the agreement. This agreement would be subject to the drone being approved in the Police Department's AB481 Military Equipment Use policy, which will be brought before the City Council 30 days after the proposed changes are posted on the Police Department's website.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Buena Park Police Department seeks to upgrade its existing Unmanned Aerial Systems (UAS) capabilities with Flock Safety. Flock Safety provides an all-in-one platform using drone hardware, software, radar, regulatory services, and ongoing support for Drone as a First Responder (DFR) operations. DFR responds to calls using a drone which is remotely operated from the Police Department. DFR aims to reduce police response times and provide critical situational awareness before officers arrive on scene. It also aims to reduce responses to certain calls for service, freeing up officers to respond to more serious incidents. This program was included and discussed as a Policy Issue during the May 27, 2025, Study Session and is included in the FY 2025-27 budget. This program will be funded by Measure R revenues.

Due to the unique nature of the equipment and software provided under this agreement, staff recommends the City dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080(c). Flock Safety is the only provider that integrates with the Police Department's existing Flock Safety license plate reader software and 9-1-1 phone system. Additionally, there is active integration between Flock Safety and Motorola Solutions for police computer aided dispatch (CAD).

This agreement has been reviewed by the City Attorney and Purchasing Manager.

BUDGET IMPACT

The two-year lease agreement is for one drone (DJI M350), one dock, and all associated hardware, software, maintenance, implementation, training, storage, and support. The cost for year one is $150,000. Flock will provide one radar at no cost for year one ($150,000 value). Year two will cost $300,000 for the same equipment, services, and radar. Radar was previously free during year one promotional pricing. In addition, $45,000 of contingency funding for unexpected costs or equipment upgrades as technology improves and $40,000 for general liability insurance are required. The total cost of the entire program will be $535,000 funded by Measure R revenues (13-650701-6240).

Attachments

Flock Safety Order Form.pdf
Existing Service Agreement with Flock Safety (License Plate Readers).pdf
Flock Safety Sole Source Letter.pdf

Flock Safety + CA - Buena Park PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the Master Services Agreement previously executed by the parties as of August 4, 2023 (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	CA - Buena Park PD	Term:	24 Months
Legal Entity Name:	CA - Buena Park PD		
Accounts Payable Email:		Payment Terms:	Net 30
Address:	6650 Beach Blvd Buena Park, California 90621	Billing Frequency:	Annual - First Year at Opt-Out.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$300,000.00**
Flock Safety Drone Hardware and Services			
Year 1			
Flock Aerodome DFR - Radar	Included	1	Included
Flock Aerodome DFR - M350 + Dock	Included	1	Included
Flock911 for Aerodome	Included	1	Included
Year 2			
Flock Aerodome DFR - Radar	Included	1	Included
Flock Aerodome DFR - M350 + Dock	Included	1	Included
Flock911 for Aerodome	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$150,000.00
Annual Recurring Subtotal:	$300,000.00
Discounts:	$150,000.00
Estimated Tax:	$0.00
Contract Total:	$450,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• Initial Invoice shall be on or after 07/01/2025.

Flock Safety DFR – Promotion In the first year of the deployment, Flock will provide Customer with complimentary use of radar [Flock Aerodome DFR - Radar].

Opt Out Period – Customer will have until June 30, 2025 as opt-out period ("Opt-Out Period") to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, except as provided herein, and Customer will pay any invoice(s) for the remainder of the Term within thirty (30) days from the date of invoice. Notwithstanding the foregoing or any contrary terms herein, this Agreement is contingent upon Flock Safety and BPPD successfully obtaining waivers from the FAA to operate within the airspace of the Buena Park City limits, and in the event such waivers are not obtained Customer may terminate this Agreement without penalty or fees."

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Opt Out Date	$150,000.00
Annual Recurring after Year 1	$300,000.00
Contract Total	$450,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock Aerodome DFR - M350 + Dock	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes Matrice (M350) drone, camera, batteries, and battery-swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Aerodome DFR - M350 + Dock	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes Matrice (M350) drone, camera, batteries, and battery-swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with not less than 16 batteries per unit of Flock Hardware. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers. This this Agreement is contingent on Flock Safety and BPPD successfully obtaining waivers from the FAA to operate within the airspace of the Buena Park City limits, and in the event such waivers are not obtained Customer may terminate this Agreement without penalty or fees.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 In the event that Flock Hardware is lost, stolen or damage, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule. (Http://www.flocksafety.com/reinstall-fee-scheudle). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to

Customer regarding such affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues for the term stated in the Order Form (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. In the event such waiver are not obtained Customer may terminate the Agreement without penalty or fee. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("**VOs**") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Buena Park PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

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Flock Safety + CA - Buena Park PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Anton Benbalit
anton.benbalit@flocksafety.com
2064321524

flock safety

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Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

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Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

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Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

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License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	**Flock Safety Falcon® Flex**	**Flock Safety Falcon® LR**
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

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Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

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flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - Buena Park PD	Initial Term:	24 Months
Legal Entity Name:	CA - Buena Park PD	Renewal Term:	24 Months
Accounts Payable Email:	jtbailey@bppd.com	Payment Terms:	Net 30
Address:	6650 Beach Blvd Buena Park, California 90621	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$22,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	4	$2,600.00

Subtotal Year 1:	$24,600.00
Annual Recurring Subtotal:	$22,000.00
Discounts:	$4,000.00
Estimated Tax:	$0.00
Contract Total:	$46,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$24,600.00
Annual Recurring after Year 1	$22,000.00
Contract Total	$46,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$4,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

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Product and Services Description

Flock Safety Platform Items	Product Description	Terms

TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 8/4/2023

Customer: CA - Buena Park PD

By: J. Bailey

Name: JOHN T. BAILEY

Title: LIEUTENANT

Date: 8/4/23

PO Number: N/A

DocuSign Envelope ID: 23BDD1E4-9F89-4DA8-9C10-A12A6D97B7D6

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 02 day of August 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

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exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

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3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

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text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

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withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

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LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

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Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

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11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 6640 BEACH BLVD. BUENA PARK, CA 90621

ATTN: SUPPORT SERVICES COMMANDER

EMAIL: BGEYER@BPPD.COM

DocuSign Envelope ID: 23BDD1E4-9F89-4DA8-9C10-A12A6D97B7D6

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Flock Safety

2025 Sole Source Letter for Flock Safety® Public Safety Solutions

May 29, 2025

Dear Captain Nguyen,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network. Specifically, Flock Safety provides the ability to access additional cameras from other regional Flock customers, at no additional cost.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,



Garrett Langley CEO, Flock Safety®

DESCRIPTION OF ITEMS AND SERVICES

To the best of our knowledge, Flock Safety is currently the sole source of the suite of products and services listed below, and no other company or firm sources and sells or licenses such a comprehensive, integrated suite of products and services at price level quoted as Flock universal sales price (USP).

Flock Aerodome DFR 2.0

DFR Drone Hardware

- DJI M350 RTK + RC Plus
- DJI H30T payload
- 16 TB65 Batteries and BS65 Charging Case on an annual basis
- DJI Dock 3 + M4TD integration with Flock ALPR and Flock911
- DJI Dock 3 + M4TD increased flight speeds to 47 mph
- Proprietary RC box and omnidirectional antenna array
- In year 2 of the contract, Flock will swap out the old hardware for the newest version of each product on the market with no change in price.

Atlas 350 Drone Dock

- Exclusively distributed by Flock for the public safety market
- Automated, robotic, battery-swapping drone nest for heavy payload UAS
- Not reliant on contact charging
- Houses 8 batteries for more than 2,000 cycles
- Exclusive integration of the DJI M350 and H30T
- Exclusively provided law enforcement features and upgrades
- Landing platform level with the roof 17 cm of radial landing error recovery.
- Proprietary precision landing algorithms.
- Integrated HVAC to maintain system health.
- Integrated interior cameras for diagnostics and virtual pre-flight checklist
- Fully remote operations through the Flock Flight Operations Module

Flock Aerodome 3D Digital Radar Station

- Multi-beamforming surveillance radar with long-range capabilities and all-weather situational awareness.
- 360 degree 3D detection, tracking, and classification of manned aircraft and sUAS.
- Detects Phantom-sized drones at 2.25-2.5 km ranges, Cessna-sized aircraft at 7 km range, and humans at 3 km range
- Layered security approach with target classification, detection and data updates for accuracy and reliability
- Exclusively integrated into the Flock Air Traffic Awareness Module(Aeromap)
- Exclusively provided by Flock for the public safety market

Flock Software

Flight Operations Module

- Exclusively provided augmented reality overlays
- 1080p video feed with proprietary video codec, requiring only 3mbps for streaming
- One-time streaming links immediately available to be sent via email and SMS through the platform
- Images taken and immediately available to be sent via email and SMS through the platform, mid-flight
- Detailed telemetry and system health data
- Dock and drone management from a single interface
- Multiple drone station and drone control support via picture-in-picture

- Command and control
- CAD, ALPR, Flock911 and gunshot detection integration, allowing for tracking of calls-for-service directly in the platform
- Laser-range finder support, allowing for real-time identification at camera targets
- Camera and payload management
- Address based automated waypoint flight control
- Current weather data
- Detailed connectivity data
- Mouse and keyboard control
- Gamepad control
- iOS app for live video streaming
- Drone summoning capability to allow for one drone to follow or meet another drone for battery swapping

Flock Aerodome Air Traffic Awareness Module (Aeromap)

- 360 degree visibility of local airspace and movement of manned aircraft and sUAS.
- Integration with Flight Operations Module for notifications of incursions.
- Direct communication with drones to allow for emergency collision mitigation
- ADS-B in and live telemetry data from multiple sources.
- Integrated 3D radar, RF, and Remote ID data in a single common operating picture.
- Call for service information on screen
- Multi-station and multi-drone support

Flock Aerodome Spectator Module

- 1080p video feed with proprietary video codec, requiring only 3mbps for streaming
- Optimized for streaming live mission video to internal and external stakeholders.
- Monitor multiple flight missions at once using split screen functionality
- Seamless link sharing via text message or email directly in the Flock Aerodome system.
- Live CFS updates and visibility.
- Basic flight and telemetry data.
- CAD integration to show which call-for-service the drone is responding to.

Flock Aerodome Flight Log Module

- Automated flight logging and mission reports.
- Native 1440p video uploaded for each flight from the drone without manual uploading required
- Effortlessly export mission reports in PDF format for evidence management.
- Download cloud based and onboard imagery and video.
- CFS data auto populated via CAD integration
- Configurable DFR mission success metrics.
- Configurable mission reports based on agency needs and data retention policies.
- Drone path and location at timestamp, visualized with video
- Filtering and searching functionality

Flock Aerodome Mission Reporting and Community Engagement Module

- Automatically display DFR success metrics including average response times, number of missions conducted, number of suspects apprehended with the support of DFR, reduction in response times, calls cleared without the use of patrol resources, and a breakdown of the types of calls that DFR has supported.
- Visualization of the flight path of the drone combined with the call for service the drone was responding to. Designed to seamlessly integrate and display on the agency's website.

Flock Aerodome Services

- Equipment infrastructure
- Acquisition of appropriate FAA regulatory waivers
- Department policy and SOP consulting
- Community engagement consulting
- Comprehensive training
- Hardware warranties

June 24, 2025
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

REORGANIZATION PLAN FOR THE PUBLIC WORKS DEPARTMENT OPERATIONS DIVISION AND RESOLUTION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN ADDING THE FACILITIES MAINTENANCE SUPERVISOR AND FLEET MAINTENANCE SUPERINTENDENT CLASSIFICATIONS

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the revised job classification specifications of Facilities Maintenance Supervisor and new Fleet Maintenance Superintendent positions; and 2) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan to add the Facilities Maintenance Supervisor and Fleet Maintenance Superintendent job classifications and salary ranges.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

During the budget presentation on May 27, 2025, the City Council approved various Policy Issues regarding personnel and gave direction to proceed with the process of reorganizing the Public Works Department by adding a Facilities Maintenance Supervisor position; and reclassifying the Fleet Maintenance Supervisor to Fleet Maintenance Superintendent. The following Policy Issues and positions are incorporated in the proposed Budget to be adopted during a Public Hearing scheduled for June 24, 2025.

Facilities Maintenance Supervisor

This is a revised classification of Facilities Maintenance Supervisor. The Facilities Maintenance Supervisor will coordinate, oversee, and inspect the work of contractors engaged in the construction, renovation and maintenance of City buildings, properties and facilities; supervise Facilities Maintenance staff; inspect City buildings, properties, and facilities; and perform related duties as assigned.

The Facilities Maintenance Division is responsible for maintenance and upkeep of six City buildings that are staffed year-round along with several other buildings, properties, and facilities at 13 parks, three fire stations, and the homeless navigation center. The Division is currently comprised of a Facilities Lead Maintenance Worker, a Facilities Maintenance Worker, and a Maintenance Helper working under supervision of the Facilities and Parks Superintendent. This leaves the responsibility to manage maintenance contracts, meet onsite with contractors, solicit proposals, and authorize work to the Facilities and Parks Superintendent. This inhibits the City's ability to quickly repair necessary infrastructure and provide proper oversight to maintenance contractors. The Facilities Maintenance Supervisor would be the primary point of contact to solicit, coordinate, oversee, and inspect the work and performance of contractors improving or maintaining City facilities. Staff recommends that the monthly salary range for the proposed Facilities Maintenance Supervisor be established at range 797, roughly $7,126 to $8,922 monthly.

Fleet Maintenance Superintendent

This proposal is to reclassify the current Fleet Maintenance Supervisor to Fleet Maintenance Superintendent. The Fleet Maintenance Superintendent will plan, assign, inspect, supervise, and perform repair and servicing of gasoline, diesel, hydrogen, electric, and alternatively-fueled cars, trucks, construction, and field equipment. Additionally, the Fleet Maintenance Superintendent will assist in the development, implementation, and administration of comprehensive programs that comply with regulations related to transitioning to a zero-emissions fleet; will assist in the development, implementation, operation, and maintenance of charging and refueling infrastructure, including but not limited to gasoline and diesel fueling stations, electrical vehicle charging stations, and hydrogen fueling stations; and will be responsible for reporting to and maintaining fleet compliance with United States Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD) air quality rules and regulations.

As the City transitions from a fleet composed of gasoline and diesel powered vehicles and equipment to a mandated fleet of zero-emissions vehicles and equipment, it will need to develop an advanced clean fleet transition plan, procure new vehicles and equipment per the plan, develop new skills and strategies to maintain the new equipment, and plan, develop, and install new charging and fueling systems to supply electricity and fuel to the new equipment. The Fleet Maintenance Superintendent is essential in transitioning legacy systems, equipment, and maintenance practices into a new era of zero-emissions technologies and will be responsible for reporting and maintaining compliance with air quality rules and regulations. Staff recommends that the monthly salary range for the proposed Fleet Maintenance Superintendent be established at range 806, roughly $8,904 to $11,092 monthly.

The adoption of this resolution is necessary since pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VI, Section 4, new or revised job classification specifications must be submitted to the City Council for approval. In addition, pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

There are no changes to Fiscal Year 2025-27 budget for these positions in the Public Works Department. Each position is included in the budget for approval at the June 24, 2025, City Council Meeting.

Attachments

Reso MGMT Revised PW Classifications 2025.06.24 (Fleet and Facilities).pdf
Facilities Maintenance Supervisor 2025.06.24.pdf
Fleet Maintenance Superintendent 2025.06.24.pdf
Exhibit A - MGMT Salary Schedule 2025.07.05

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING THE CITY CLASSIFICATION PLAN FOR VARIOUS JOB CLASSIFICATION SPECIFICATIONS, AND AMENDING THE COMPENSATION PLAN FOR THE BUENA PARK MANAGEMENT UNIT TO ADOPT THE JOB CLASSIFICATIONS SPECIFICATIONS AND SALARY RANGES OF THE FACILITIES MAINTENANCE SUPERVISOR AND FLEET MAINTENANCE SUPERINTENDENT

WHEREAS, it is the desire of the City Council reorganize the Public Works Department Operations Division to account for changes within the organization, transfer of duties, and new responsibilities; and

WHEREAS, it is the desire of the City Council to maintain up-to-date employee job classification specifications; and

WHEREAS, Rule VI of the City of Buena Park Personnel Rules and Regulations provides that revisions to the classification plan shall be effective upon adoption of resolution by City Council.

WHERAS; it is the desire of the City Council to amend the Compensation Plan for the Buena Park Management unit to update and revised the job classification and salary range for the Facilities Maintenance Supervisor and Fleet Maintenance Superintendent.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: JOB CLASSIFICATION PLAN AMENDED. The Job Classification Plan of the City of Buena Park is hereby amended to adopt and revise multiple classification specifications, as specified in Attachments 1-2 to this resolution.

Section 2: The job classification of the Facilities Maintenance Supervisor as described in Attachment No. 1 of this resolution is hereby approved;

Section 3: The job classification of the Fleet Maintenance Superintendent as described in Attachment No. 2 of this resolution is hereby approved;

Section 4: COMPENSATION PLAN AMENDED. The Buena Park Management Unit Salary Schedule, attached hereto as *Attachment A*, is hereby incorporated into the Compensation Plan for the Buena Park Management Employees and shall be effective July 5, 2025, which is the beginning of the pay period. *Attachment A* replaces and supersedes the previous version of Exhibit “A” adopted by prior resolution in its entirety.

PASSED AND ADOPTED this 24th day of June 2025 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
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 24th day of June 2025.

_____
City Clerk

Facilities Maintenance Supervisor

Department/Division:	Public Works/Facilities Maintenance
Reports To:	Facilities and Parks Superintendent
Provides Direction To:	Lead Facilities Maintenance Technician, Facilities Maintenance Technician, Facilities Maintenance Worker, Maintenance Helper
FLSA Exemption Status:	Exempt
Previously adopted by City Council:	June 25, 2013
Date Adopted by City Council:	June 16, 2025

GENERAL PURPOSE

Under administrative direction, plans, organizes, schedules, supervises, and performs a variety of skilled and supervisory work in the construction, rehabilitation, maintenance, and reconstruction of city buildings, facilities, parks, and landscaping; coordinates with and supervises City contractors; and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Facilities Maintenance Supervisor is distinguished from maintenance technicians and workers by its responsibility for the construction, rehabilitation, maintenance and reconstruction of City buildings, facilities, and landscaping and by its responsibility to coordinate with and supervise contractors. The Facilities Maintenance Supervisor is differentiated from the Facilities and Parks Superintendent who has a broader scope of responsibility for all maintenance operations, project coordination, budgeting, and oversight of supervisory personnel.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Performs, plans, organizes, schedules, and coordinates the work of the Facilities Maintenance Division; assists with the management and direction of the development, implementation, and evaluation of plans, systems and procedures to achieve the division's annual goals, objectives and work standards.
2. Provides instruction to and coordinates the work of the Parks Maintenance Division as necessary to implement improvements to Parks and city landscaping.

3. Provides daily leadership to Facilities Maintenance Division field personnel to assure effective handling of work requests, projects, and assignments.

ESSENTIAL FUNCTIONS (continued)

4. Assists with the selection, supervision, and evaluation of assigned staff; trains staff in safety rules and regulations to comply with OSHA, and other federal, state, and local laws and regulations.

5. Assists with the development and review of professional service contracts related to building, heating, ventilation, and air conditioning system (HVAC), custodial, elevator, emergency generator, roofing, fire suppression, pest control, flooring, painting, overhead and partition doors, landscaping, and industrial water treatment maintenance and repair services; evaluates costs and recommends contractors; administers contracts and inspects construction, maintenance, and repair work performed by contractors.

6. Supervises, participates, investigates and resolves complaints and service requests from city staff and public.

7. Performs journey-level work in carpentry, minor plumbing, electrical, masonry, painting, and other similar maintenance and repair trades.

8. Trains and mentors employees, reviews their work, provides guidelines when needed and prepares performance evaluations.

9. Works with other departments and/or divisions to coordinate maintenance activities and special projects.

10. Assists with preparation, supervision, and monitors the division's annual operating and capital improvement budgets; identifies variances and the need for potential adjustments.

11. Assists in the inspection of work under construction.

12. Prepares and maintains a variety of records, logs, and reports such as time sheets and schedules, cost estimates, activity reports, and other reports; schedules and monitors overtime.

13. Meets with contractors, as assigned.

14. Evaluates the need for equipment, materials, and supplies and makes recommendations; solicits quotations and ensures that equipment maintenance costs are properly administered.

15. Administers security access control systems for city facilities; assigns access codes and troubleshoots related equipment.

16. Responds to after-hours emergency situations involving city buildings and facilities.

QUALIFICATIONS GUIDELINES

Knowledge of:

Principles, methods, practices, procedures, materials, equipment, and techniques associated with building and facilities construction, maintenance, and repair work; state and local building, mechanical, electrical, fire, plumbing, HVAC, and health and safety codes; standards, specifications, and departmental requirements related to work practices; building emergency regulations and federal and state requirements related to accessibility under the Americans with Disabilities Act; basic math; record keeping techniques; supervisory principles and techniques involving staff and contractors; security surveillance and intrusion systems and fire alarm systems; budget preparation and administration methods; contract administration methods; principles and practices of report writing; effective customer service techniques.

Ability to:

Operate computer equipment and use word processing, spreadsheet, and specialized software programs; read, analyze, and interpret technical documents, governmental regulations, specifications, blueprints, sketches, diagrams, and building codes; write reports, business correspondence, and procedures manuals; communicate effectively, both orally and in writing; establish and maintain effective working relationships with staff, managers, vendors, contractors, and the general public; calculate figures and percentages, area, circumference, and volume and apply concepts of basic algebra and geometry; interpret a variety of instructions furnished in written, oral, diagram, or schedule form; organize, schedule, and assign work to staff to meet deadlines; accurately estimate material, equipment, and labor cost for assigned work projects; select, train, assign, evaluate, and motivate assigned staff.

Education/Training/Experience:

High School graduation or G.E.D. equivalent is required. Five years of increasingly responsible experience in the construction, maintenance, and repair of building facilities is required. Experience in a lead or supervisory capacity is highly desirable.

Licenses, Certificates; Special Requirements:

Valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

Must be available for on-call, stand-by, and emergency call services.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, an employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach above and below shoulder level with hands and arms. The employee frequently is required to stand and walk; talk and hear; occasionally sit; climb or balance; stoop, kneel, or crouch.

The employee must frequently lift and/or move up to 50 pounds and occasionally over 100 pounds with assistance or mechanical aid. Specific vision abilities required for this class include close vision, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee must be able to use written and oral communication skills; read and interpret data, information and documents; interpret policies and procedures; use math and mathematical reasoning; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with staff, other organizations and the public; and occasionally required to deal with the general public, contractors, and consultants in conflict situations.

WORK ENVIRONMENT

The employee works indoors and outdoors in accessing and performing maintenance and repair functions involving city buildings, facilities, landscaping, and equipment. The employee drives to and from different locations and is exposed to outside weather conditions, traffic, extremely hot and cold surfaces and work areas, moisture, dust, oils, greases, fumes, and mechanical and electrical hazards. The employee works with various cleaning agents. The noise level is loud when the employee is demonstrating the operation of power tools and equipment.

Fleet Maintenance Superintendent

Department/Division:	Public Works/Equipment Maintenance
Reports To:	Operations Manager
Provides Direction To:	Lead Fleet Mechanic, Fleet Mechanic
FLSA Exemption Status:	Exempt
Date Prepared:	June 11, 2025
Date Adopted by City Council:	

GENERAL PURPOSE

Under general supervision, plans, assigns, inspects, supervises, and performs repair and servicing of a wide variety of cars, trucks, construction, and field equipment; plans, operates, and maintains fueling and charging infrastructure to support vehicles and equipment, and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Fleet Maintenance Superintendent is distinguished from other maintenance supervisors by its responsibility for the maintenance, repair, and replacement of the City's fleet and fueling and charging infrastructure. The Fleet Maintenance Superintendent is differentiated from the Operations Manager who has a broader scope of responsibility for all maintenance operations, project coordination, budgeting, and oversight of supervisory personnel.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Assists in planning, organizing, assigning, selecting, supervising, training, and evaluating the work of the Equipment Maintenance Division, including priorities and services provided by City staff, vendors, and contractors; works with employees to correct deficiencies.

2. Assists in the development, implementation, and administration of comprehensive programs, policies, guidelines, and procedures related to the City's vehicle and equipment fleet.

3. Assists in the development, implementation, and administration of comprehensive programs that comply with regulations related to transitioning to a zero-emission fleet.

ESSENTIAL FUNCTIONS (continued)

4. Assists in the development, implementation, operation, and maintenance of charging and refueling infrastructure including but not limited to gasoline and diesel fueling stations, electrical vehicle charging stations, and hydrogen fueling stations.

5. Recommends for consideration and approval items concerning the division's annual operating and vehicle replacement budgets; prepares and forwards for approval invoices.

6. Oversees, assists, and advises staff in the performance of maintenance, repair, and service of gasoline, diesel-powered, electrical, and hydrogen-powered cars, trucks, construction, and field equipment.

7. Ensures that safety standards and policies are followed and investigates incidents involving accidents, injuries, or illnesses.

8. Oversees parts inventory and the ordering of specialty parts and replenishment of standard materials and supplies by working with purchasing staff and vendors.

9. Prepares and maintains a variety of maintenance reports and service records, including staff reports, ordinances, and memos.

10. Oversees and evaluates outside repair costs and approves contract service work; researches, prepares, and awards collision repair estimates.

11. Represents the City in meetings with regulatory agencies, advisory and planning bodies, other maintenance organizations, and in working with manufacturing representatives.

12. Reviews and approves vehicle modifications to ensure compliance with Department of Transportation safety regulations.

13. Develops, writes, and recommends the annual vehicle and equipment replacement schedule; reviews and recommends bids for vehicles and equipment; prepares surplus vehicle and equipment disposal and sale documents.

14. Reviews and approves daily time cards, logs, and other records.

15. Coordinates outside contracts with other public agencies and vendors.

16. Maintains records and inspection logs in compliance with county and state requirements.

17. Maintain fleet compliance with United States Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD) air quality rules and regulations.

QUALIFICATIONS GUIDELINES

Knowledge of:

Principles, practices, materials, tools and equipment used in the overhaul, repair and maintenance of gasoline and diesel-powered, electric-powered, and hydrogen-powered vehicles, trucks and equipment, as well as hydraulic and air brake systems, electrical and computer controls, and emission systems; federal, state and local laws and regulations pertaining to the handling and disposal of hazardous waste and clean air requirements; research methods and analysis techniques; budgeting practices; effective supervisory principles involving staff and contractors; safe work practices and safety equipment related to the work; contract administration practices; effective customer service techniques.

QUALIFICATIONS GUIDELINES (continued)

Ability to:

Operate computer equipment and use word processing, spreadsheet, and database software; plan, estimate, coordinate and schedule the work of others; prepare and maintain a variety of reports and records; understand, interpret, explain and apply city policy and procedures governing assigned areas of responsibility; prepare clear, concise and comprehensive correspondence and reports; read and interpret plans, specifications and manuals; communicate effectively, both orally and in writing; establish and maintain effective working relationships with staff, management, vendors, contractors, and the general public.

Education/Training/Experience:

High School graduation or G.E.D. equivalent is required, preferably supplemented by automotive technology certification. Six years of repair and maintenance experience of gasoline and diesel-powered vehicles and equipment is required, including three years of lead or supervisory experience.

Licenses, Certificates; Special Requirements:

Valid California Class B driver license, acceptable driving record, and evidence of insurance are required. Demonstrate proficiency in the operation of a vehicle with a manual shift transmission.

National Institute of Automotive Service Excellence (ASE) A6 Electrical/Electronic Systems and A8 Engine Performance certification is highly desirable.

The employee must be available for on-call, stand-by, and emergency call services.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach above shoulder and below shoulder with hands and arms. The employee is required to frequently stand and walk in work areas and occasionally sit while completing records and reports. The employee is required to talk and hear.

PHYSICAL AND MENTAL DEMANDS (continued)

The employee is expected to stoop, squat, crawl, lie on their backs while facing upward, and work within confined physical spaces. Employee may climb stairs or small stools, and lift and carry parts and equipment, typically weighing less than 50 pounds. Specific vision abilities required by this class include close vision, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, an employee is regularly required to use oral and written communication skills; read and interpret documents; analyze and solve basic problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new technology or new skills; interact with staff, management, contractors, vendors, and the general public.

WORK ENVIRONMENT

The employee works indoors and outdoors while assessing and working on equipment. The employee is exposed to alternating coldness, heat, dust, oils, grease, fumes, moisture, wetness, and various cleaning agents. The employee must periodically pick up, deliver, and test-drive equipment. The noise level is loud when employees are operating power tools and equipment, at and above 85 decibels level.

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Assistant City Engineer	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Associate Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Associate Plan Check Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Building and Safety Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Code Enforcement Supervisor	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Community Services Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Economic Development Administrator	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Facilities Maintenance Supervisor	797	41.11	7,126	85,509	43.14	7,478	89,731	45.34	7,859	94,307	47.57	8,246	98,946	49.97	8,662	103,938	51.47	8,922	107,058
Facilities and Parks Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Finance Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Fleet Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Fleet Maintenance Supervisor	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Homeless Outreach Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Human Resources Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Operations Manager	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Planning Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Principal Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Principal Plan Check Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Public Works Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Purchasing Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Sewer Services Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sr. Human Resources Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Sr. Management Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Street Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sustainability Manager	818	68.60	11,891	142,688	72.02	12,484	149,802	75.56	13,097	157,165	79.28	13,742	164,902	83.17	14,416	172,994	85.67	14,850	178,194
Visit Buena Park Director	815	63.81	11,060	132,725	66.94	11,603	139,235	70.21	12,170	146,037	73.69	12,773	153,275	77.31	13,400	160,805	79.63	13,803	165,630
Visitor Services and Sales Manager	782	28.39	4,921	59,051	29.80	5,165	61,984	31.28	5,422	65,062	32.87	5,698	68,370	34.49	5,978	71,739	35.52	6,157	73,882
Water Services Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Assistant City Engineer	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Associate Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Associate Plan Check Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Building and Safety Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Code Enforcement Supervisor	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Community Services Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Economic Development Administrator	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Facilities Maintenance Supervisor	797	43.17	7,483	89,794	45.30	7,852	94,224	47.61	8,252	99,029	49.95	8,658	103,896	52.47	9,095	109,138	54.04	9,367	112,403
Facilities and Parks Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Finance Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Fleet Maintenance Superintendent	806	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Fleet Maintenance Supervisor	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Homeless Outreach Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Human Resources Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Operations Manager	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Planning Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Principal Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Principal Plan Check Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Public Works Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Purchasing Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Sewer Services Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sr. Human Resources Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Sr. Management Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Street Maintenance Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sustainability Manager	818	72.03	12,485	149,822	75.62	13,108	157,290	79.34	13,752	165,027	83.24	14,428	173,139	87.33	15,137	181,646	89.95	15,591	187,096
Visit Buena Park Director	815	67.00	11,613	139,360	70.29	12,184	146,203	73.72	12,778	153,338	77.37	13,411	160,930	81.18	14,071	168,854	83.61	14,492	173,909
Visitor Services and Sales Manager	782	29.81	5,167	62,005	31.29	5,424	65,083	32.84	5,692	68,307	34.51	5,982	71,781	36.21	6,276	75,317	37.30	6,465	77,584
Water Services Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

June 24, 2025
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

RESOLUTION TO AMEND THE PAY SCHEDULE FOR PART-TIME, SEASONAL, AND LIMITED-SERVICE EMPLOYEES

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution amending the pay schedule for part-time, seasonal, and limited-service employees.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's Pay Schedule for Part-Time, Seasonal, Temporary, and Limited-Service positions consists of non-competitive service positions that are excluded from the civil service system. While part-time employees may work fewer hours than other employees, they contribute significantly to the success and operations of the City. The current pay schedule for these employees may not adequately reflect the level of their contributions and the importance of their work and it is essential to maintain fair and equitable compensation to attract and retain qualified individuals in these positions. In addition, competitive pay rates for part-time, seasonal, temporary, and limited-service employees can enhance employee morale and productivity, especially during these challenging economic times and labor shortages.

On June 10, 2025, the City Council took action on a cost-of-living adjustment for general employees in the amount of five percent effective July 5, 2025, and an additional five percent effective July 4, 2026, for a two-year agreement. Staff is recommending that the City Council adopt the proposed part-time, seasonal, and limited-service pay schedules with five percent cost of living adjustments and other pay adjustments for each fiscal year to align the part-time compensation plan with market rates and recognize the increasing responsibilities and skills required for these positions.

The adoption of this resolution is necessary pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, which states proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

The total budget impact for the implementation of the proposed pay schedules over the next two fiscal years is estimated at $290,000. This estimate is included within the proposed FY 2025-2027 Budget. These changes comply with the authorization provided by the City Council.

Attachments

Reso Amending PT Salary Table 2025.06 Att 1of3.pdf
2025 Part Time Salary Table.pdf
2026 Part Time Salary Table.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING THE PAY SCHEDULE FOR TEMPORARY, SEASONAL, AND LIMITED SERVICE EMPLOYEES EFFECTIVE JULY 5, 2025, AND JULY 4, 2026, AND SUPERSEDING RESOLUTION NO. 14860.

WHEREAS, Section 37206 of the Government Code requires that the City Council prescribe the time and method of paying salaries and wages of City employees; and

WHEREAS, the City's budget includes unclassified, non-competitive, unrepresented temporary, seasonal, and limited service classifications which require a pay schedule; and

WHEREAS, the City Council values and recognizes the services performed by temporary, seasonal, and limited service, non-regular employees; and

WHEREAS, the existing pay schedules must be changed to include hourly pay rate adjustments for all part-time positions.

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

Section 1: Unclassified, non-competitive temporary, seasonal, and limited service positions are not covered by the City's Personnel Rules and Regulations, are not represented by a recognized employee association, and serve at the will of the City Manager.

Section 2: Resolution No. 14860 is superseded. All previous and conflicting pay schedules adopted for this purpose either by Resolution or by Minute order are repealed.

Section 3: The pay schedule for temporary, seasonal, and limited service employees in all departments effective July 5, 2025, and attached hereto, is approved.

Section 4: The pay schedule for temporary, seasonal, and limited service employees in all departments effective July 4, 2026, and attached hereto, is approved.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
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 24th day of June 2025.

_____
City Clerk

CITY OF BUENA PARK
Pay Schedule for Temporary, Seasonal, and Limited Service Positions
Effective July 5, 2025
Resolution No.

Temporary, Seasonal, and Limited Service appointments may, but need not be, made from eligible lists, and those appointed shall not be in the competitive service. These non-competitive service appointments may be made from among applicants who meet the qualification guidelines established by the Human Resources Department which may be measured by a qualifying examination. Non-competitive service positions are excluded from the Civil Service System and serve at the will of the City. Appointments are typically made at Step 1. Exceptions may be made for outstanding performance and/or experience. Step increases may be granted by the department head based on satisfactory performance.

Classification Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Intern*	17				$21.43	$22.50
Bus Driver*	19	$23.85	$25.04	$26.29	$27.60	$28.98
Business License Inspector	11	$26.08	$27.38	$28.75	$30.19	$31.70
Cashier*	3				$19.48	$20.45
Community Service Aide*	17				$21.43	$22.50
Community Services Leader I*	1					$19.30
Community Services Leader II*	3				$19.48	$20.45
Consultant/Specialist	96	$27.30				$120.39
Emergency Services Coordinator*	14	$39.62	$41.60	$43.68	$45.86	$48.15
Engineering Aide*	9					$24.08
Homeless Outreach Case Manager	10	$29.43	$30.90	$32.45	$34.07	$35.77
Lifeguard*	2	$18.98	$19.93	$20.93	$21.98	$23.08
Lube Technician*	4		$18.49	$19.41	$20.38	$21.40
Maintenance Assistant*	1					$19.30
Marketing Aide*	17				$21.43	$22.50
Office Aide*	17				$21.43	$22.50
Planning Aide*	9					$24.08
Police Cadet*	7	$24.99	$26.24	$27.55	$28.93	$30.38
Police Communications Call Taker	20	$26.83	$28.17	$29.58	$31.06	$32.61
Police Reserve Officer	98					$33.00
Police Reserve Officer (Extra Duty Detail)	99					$49.50
Police Training Assistant*	8	$22.78	$23.92	$25.12	$26.38	$27.70
Police Transcriptionist*	5	$19.72	$20.71	$21.75	$22.84	$23.98
Pool Manager	12	$29.83	$31.32	$32.89	$34.53	$36.26
Sr. Community Services Leader*	6			$20.93	$21.98	$23.08
Sr. Lifeguard*	18	$20.89	$21.93	$23.03	$24.18	$25.39
Video Technician	90	$27.30				$58.80

* Per Government Code 20502, adopted by City Ordinance 1676 effective April 10, 2020, these positions are excluded from CalPERS membership and are limited to no more than 1,500 hours per Standard Measurement Year (November 2 through November 1).

Adopted by City Council: June 24, 2025

CITY OF BUENA PARK
Pay Schedule for Temporary, Seasonal, and Limited Service Positions
Effective July 4, 2026
Resolution No.

Temporary, Seasonal, and Limited Service appointments may, but need not be, made from eligible lists, and those appointed shall not be in the competitive service. These non-competitive service appointments may be made from among applicants who meet the qualification guidelines established by the Human Resources Department which may be measured by a qualifying examination. Non-competitive service positions are excluded from the Civil Service System and serve at the will of the City. Appointments are typically made at Step 1. Exceptions may be made for outstanding performance and/or experience. Step increases may be granted by the department head based on satisfactory performance.

Classification Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Intern*	17				$22.50	$23.63
Bus Driver*	19	$25.04	$26.29	$27.60	$28.98	$30.43
Business License Inspector	11	$27.38	$28.75	$30.19	$31.70	$33.29
Cashier*	3				$20.45	$21.47
Community Service Aide*	17				$22.50	$23.63
Community Services Leader I*	1					$20.27
Community Services Leader II*	3				$20.45	$21.47
Consultant/Specialist	96	$28.67				$126.41
Emergency Services Coordinator*	14	$41.60	$43.68	$45.86	$48.15	$50.56
Engineering Aide*	9					$25.28
Homeless Outreach Case Manager	10	$30.90	$32.45	$34.07	$35.77	$37.56
Lifeguard*	2	$19.93	$20.93	$21.98	$23.08	$24.23
Lube Technician*	4		$19.41	$20.38	$21.40	$22.47
Maintenance Assistant*	1					$20.27
Marketing Aide*	17				$22.50	$23.63
Office Aide*	17				$22.50	$23.63
Planning Aide*	9					$25.28
Police Cadet*	7	$26.24	$27.55	$28.93	$30.38	$31.90
Police Communications Call Taker	20	$28.17	$29.58	$31.06	$32.61	$34.24
Police Reserve Officer	98					$34.65
Police Reserve Officer (Extra Duty Detail)	99					$51.98
Police Training Assistant*	8	$23.92	$25.12	$26.38	$27.70	$29.09
Police Transcriptionist*	5	$20.71	$21.75	$22.84	$23.98	$25.18
Pool Manager	12	$31.32	$32.89	$34.53	$36.26	$38.07
Sr. Community Services Leader*	6			$21.98	$23.08	$24.23
Sr. Lifeguard*	18	$21.93	$23.03	$24.18	$25.39	$26.66
Video Technician	90	$28.67				$61.74

* Per Government Code 20502, adopted by City Ordinance 1676 effective April 10, 2020, these positions are excluded from CalPERS membership and are limited to no more than 1,500 hours per Standard Measurement Year (November 2 through November 1).

Adopted by City Council: June 24, 2025

June 24, 2025
NEW BUSINESS
Item No. 5E.

City Council Agenda Report

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION (BPPMA)

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Police Management Association.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's labor contract with the Buena Park Police Management Association (BPPMA) expires July 4, 2025. The City and BPPMA representatives have been meeting since March 2025, to develop a successor MOU. In accordance with the Meyers-Milias-Brown Act, the City and BPPA representatives exchanged ideas and proposals, met-and-conferred on matters of concern, and have reached a tentative agreement on the terms and conditions of employment. Attached for review and approval is a new two-year MOU for BPPMA. In an effort to continue positive labor relations and recognizing the value of having labor stability with employment contracts for two years with the BPPMA, the City and BPPMA agreed upon a five percent (5%) cost of living adjustment each year and an additional three percent (3%) salary adjustment for sworn personnel for the next fiscal year. As a result of the positive negotiations, a tentative agreement has been reached on a successor Memorandum of Understanding (MOU) and was ratified by the BPPMA members.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly-noticed closed sessions on labor negotiations, as allowed under the Brown Act. Listed below is a summary of significant changes to the successor MOU.

1. TERM

Two-year Contract: July 5, 2025 – July 2, 2027

2. BASE PAY SCHEDULE

5% Cost of Living Adjustment (COLA) increase effective July 5, 2025.

5% Cost of Living Adjustment (COLA) increase effective July 4, 2026.

In an effort to address recruitment and retention of police sworn classifications, each employee shall receive a 3% salary adjustment effective July 5, 2025.

3. CLOTHING ALLOWANCE

Sworn personnel assigned to the Special Weapons And Tactical (SWAT) Unit shall receive an additional $670 annual allowance for the replacement and maintenance of uniforms.

4. MEDICAL INSURANCE CONTRIBUTION

For coverage effective: July 1, 2025

- Employee Only $1,248 ($50 increase)
- Employee & One Dependent $1,820 ($100 increase)
- Employee & 2 + Dependents $2,269 ($150 increase)

For coverage effective: July 1, 2026

- Employee Only $1,298 ($50 increase)
- Employee & One Dependent $1,920 ($100 increase)
- Employee & 2 + Dependents $2,419 ($150 increase)

5. DENTAL INSURANCE ENHANCEMENTS

Effective January 1, 2026 - Increase Ortho Lifetime Maximum to $2,000 and add Adult Ortho coverage for both Plan A & B.

Increase the number of teeth cleanings to three cleanings for both Plan A & B.

6. VISION INSURANCE ENHANCEMENTS

Effective January 1, 2026 -Increase frames and contact lens allowances to $200.

Add Second Pair Benefit for $20 co-pay. Second Pair can be used for second pair of glasses or contact lenses.

7. INTRODUCE AN ALTERNATIVE WORK SCHEDULE (“4/11 – 3/11” Shift Schedule)

4/11 – 3/11 Compressed Work Schedule for Patrol, Dispatch, and Records

Employees would alternate weekly, working four 11-hour shifts one week and three 11-hour shifts the following week, totaling 77 hours over two weeks. This leaves the employee three hours short of the standard 80 hours biweekly. Over a 28-day cycle, the employee would owe six hours (payback).

BUDGET IMPACT

The total budget impact for the implementation of the proposed Memorandum of Understanding over the two-year term of the agreement is estimated at $344,600. This estimate will be included within the proposed FY 2025-27 Budget. These changes comply with the authorization provided by the City Council.

Attachments

Reso MOU for BPPMA 2025 Att1of2 Reso.pdf
Police MGMT MOU 2025.06 Final Draft.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION EFFECTIVE JULY 5, 2025, AND SUPERSEDING RESOLUTION NO. 14697

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Police Management Association (Association); and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Memorandum of Understanding and Compensation Plan which are attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Memorandum of Understanding between the City and the Association dated June 6, 2023, is hereby repealed.

Section 2: Resolution No. 14697 is superseded. All conflicting Resolutions of the City are repealed.

Section 3: The Memorandum of Understanding between the City and the Association effective July 5, 2025, and attached hereto is approved.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, 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 24th day of June 2025.

_____
City Clerk

July 5, 2025 – July 2, 2027

BUENA PARK POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

NO. 25-27

ADOPTED ____, RESOLUTION NO. ____

MEMORANDUM OF UNDERSTANDING
BUENA PARK POLICE MANAGEMENT ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF BUENA PARK, CALIFORNIA
(Hereinafter called CITY)

and

BUENA PARK POLICE MANAGEMENT ASSOCIATION
(Hereinafter called ASSOCIATION)

PREAMBLE

Pursuant to California law representatives of the City and the Association (a duly recognized employee organization) have met and conferred in good faith and reached an agreement and recommend that the Buena Park City Council adopt this Memorandum of Understanding.

EMPLOYER – EMPLOYEE RELATIONS

ARTICLE 1 – TERM

The term of this Memorandum of Understanding shall be July 5, 2025, through midnight on July 2, 2027, unless otherwise specified in provisions hereinafter. Terms and conditions of employment already in effect on July 4, 2025, shall be considered minimums for the purpose of this agreement except as amended or repealed by specific provisions hereinafter.

ARTICLE 2 – REPRESENTATIONAL UNIT

The Association is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of employees in the Police Management Unit, which shall consist solely of the classifications of Police Captain and Police Lieutenant.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of City services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet-and-confer on all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and terms and conditions of employment or be construed as granting the City the right to make unilateral changes on matters within the scope of representation. However, the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law and executive order.

Neither the City nor the Association waives any rights under the law by agreeing to this clause and it is the intent of the parties that the scope of representation be defined by California statutory and case law.

ARTICLE 4 – EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, during the term of this Memorandum of Understanding there shall be no changes in existing benefits, and terms and conditions of employment which have been expressly provided in prior Memoranda of Understanding, and/or expressly provided for in the various Ordinances and Resolutions of the City of Buena Park.

ARTICLE 5 – MEET AND CONFER PROCESS

The Association and City have met and fully discussed terms and conditions of employment. Under the Meyers-Millas-Brown Act, no additional items will be placed under discussion for purposes of meet-and-confer unless mutually agreed.

The parties shall cooperate to improve the format, clarity, and consistency of the Memorandum of Understanding.

PAY

ARTICLE 6 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay Range as shown in Exhibit A.

ARTICLE 7 – BASE SALARY SCHEDULE

A. The schedule of base pay rates is contained in Exhibit A.

B. All classifications in Exhibit A – Salary Schedule shall receive a 5% increase to each step with the pay schedule effective July 5, 2025.

C. All classifications in Exhibit A – Salary Schedule shall receive a 5% increase to each step with the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of sworn classifications:

D. All classifications in Exhibit A – Salary Schedule shall receive a 3% salary adjustment to each step within the pay schedule effective July 5, 2025.

ARTICLE 8 – LONGEVITY PAY

A. The City agrees to implement a longevity pay program to be administered in the following manner:

1. Employees with 20-24 years of City service shall receive a three (3%) base salary adjustment on an annual basis.

2. Employees with 25 years or more of City Service shall receive a five (5%) base salary adjustment on an annual basis.

ARTICLE 9 – BILINGUAL PAY

All eligible employees shall receive an additional $300 per month if the following conditions are met:

A. The employee passes a qualifying examination administered by the Human Resources Office.

B. The employee must use bilingual skills as required by the City.

ARTICLE 10 – OVERTIME PAY

A. OVERTIME. Employees in this unit are not eligible for overtime compensation, except that a Lieutenant working as the Watch Commander/Patrol who is required to perform in excess of 40 hours in a 7-day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to base salary:

- Longevity Pay
- Educational Incentive
- Bilingual Pay
- Acting Pay
- Excess Medical
- Waiver of Medical Insurance

In determining an employee's eligibility for the regular rate, paid and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absence includes, but are not limited to, the following:

- Vacation
- Holiday Leave
- Sick Leave
- Management Leave
- Workers' Compensation Leave
- Jury Duty
- Bereavement Leave
- Military Leave

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

ARTICLE 11 – EDUCATION PROGRAM

A. REIMBURSEMENT.

1. An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses. An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

2. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with

a grade of "C" or better, the employee shall submit a Request for Educational Reimbursement form to the department head along with a copy of the official transcripts, and receipts for total cost of the course.

3. Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed up to a maximum of $5,000 per calendar year for tuition, transportation costs where appropriate, registration fees and related expenses necessary for completion of the course. The cost of books required for the course shall be reimbursed at actual cost; this reimbursement is not part of the $5,000 maximum described above.

4. Reimbursement will be made only for coursework completed within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

5. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATIONAL INCENTIVE ALLOWANCE. Sworn employees shall receive an additional allowance as follows:

• P.O.S.T. Advanced Certificate, and/or B.S. or B.A. degree	9% of base pay
• Completion of the Supervisory Leadership Institute (SLI)	10% of base pay
• M.A., M.S. or J.D. degree	12% of base pay

No employee may receive more than one educational incentive benefit at one time.

ARTICLE 12 – CLOTHING ALLOWANCE

Each employee shall receive an $800 annual allowance for the replacement and maintenance of uniforms.

Sworn personnel assigned to the Special Weapons and Tactical Unit (SWAT) shall receive an additional $670 annual allowance for the replacement and maintenance of uniforms.

Any part or portion of a uniform rendered unacceptable by any act of employment shall be replaced at City expense. Upon separation, these employees shall return to the City any usable items that were obtained from City funds.

The clothing allowance for the Association shall be the same amount as the Buena Park Police Association.

ARTICLE 13 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 14 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

B. Qualifying dependents are natural born children, adopted children, step children, and/or parent-children relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate of overtime, benefits, or any other purpose.

RETIREMENT

ARTICLE 15 – PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. CONTRACT OPTIONS. The City's contract with CalPERS for employees hired before December 22, 2012, shall include the following options:

	Government Code Section
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 3% at 50 – Full Formula	21362.2
4. Fourth Level of 1959 Survivor Benefit	21574
5. Post Retirement Survivor Allowance	21624 and 21626
6. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 50 – Full Formula	21362
4. Fourth Level of 1959 Survivor Benefit	21574
5. Post Retirement Survivor Allowance	21624 and 21626
6. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	7522.32
2. Military Service Credit as Public Service	21024
3. 2.7% at 57 – Full Formula	7522.25
4. Fourth Level of 1959 Survivor Benefit	21574
5. Post Retirement Survivor Allowance	21624 and 21626
6. Pre-Retirement Optional Settlement 2 Death Benefit	21548

E. CONTRIBUTIONS – SAFETY EMPLOYEES.

1. Employees shall pay the full nine percent (9%) member contribution via payroll deduction on a pre-tax basis.

2. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2.7% at Age 57 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

3. 1959 Survivor. Each employee shall pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer cost.

ARTICLE 16 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

INSURANCE

ARTICLE 17 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

ARTICLE 18 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999.

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,248
• Employee & One Dependent	$1,820
• Employee & 2 + Dependents	$2,269

For coverage effective:	*July 1, 2026*
• Employee Only	$1,298
• Employee & One Dependent	$1,920
• Employee & 2 + Dependents	$2,419

Retirees

• Retiree Only	$200.00
• Retiree & 1 Dependent	$310.00
• Retiree & 2 + Dependents	$420.00

2. Persons Hired On or After July 1, 1999.

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,248
• Employee & One Dependent	$1,820

- Employee & 2 + Dependents $2,269

For coverage effective: *July 1, 2026*
- Employee Only $1,298
- Employee & One Dependent $1,920
- Employee & 2 + Dependents $2,419

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999, is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree.*
- *For coverage effective January 1, 2026: $162.00/month per retiree.*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria plan, or receive a cash payout. For example, an employee with two or more dependents is entitled to a maximum monthly contribution of $2,269 per month. If he/she has a health insurance plan which costs $1,203.05 per month, the employee is entitled to $1,065.95 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

   The City Contributions shall be: $896.00 per month.

E. FLEXIBLE BENEFIT ALLOWANCE. Each employee shall also be entitled to a flexible benefit amount according to the following schedule:

	Monthly Total
• Employee Only	$ 38.00

- Employee & 1 Dependent $132.00
- Employee & 2 + Dependents $161.00

This allowance may be used by the employee to purchase benefits from the City's benefits program or may be placed in the employee's deferred compensation program.

To make this election, the employee must complete a 'Health Benefit Redirection Form', and submit to the Human Resources Office. This election will be irrevocable for the calendar plan year for flexible benefits per IRS Code Section 125, and such election cannot otherwise negatively impact or violate the Cafeteria Plan (Article 20).

F. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least of 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one (2:1). This provision will be coordinated with the sick leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds:

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to

offset/defer costs associated with purchasing group medical insurance plans during retirement.

b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA, shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active employee and/or at the base pay rate of withdrawal for retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999 who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective October 13, 2012, all employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

G. <u>RETIREE MEDICAL ACCOUNT (RMA).</u> An employee may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into a RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.

An employee who wishes to participate in the RMA program must file in writing with the Human Resources Office a request to participate at least 60 days prior to his/her

anticipated retirement date. Exceptions to the notice requirement will be made for industrial disability retirements.

1. RMAs may be established on an individual basis only; and are an irrevocable determination.

2. RMAs are not subject to fellow employee donations of sick leave or other leave provisions. However, the RMA will be coordinated with the City's Sick Leave Pay on Separation provision. (See Article 28).

3. To qualify for conversion of unused sick leave into a RMA, an employee must separate from City service with a valid CalPERS retirement (Service Retirement or Disability Retirement).

4. An employee terminated for cause or who resigns from City service not associated with a CalPERS service or disability retirement does not qualify.

5. An employee must have a minimum of 480 hours of sick time on the books at the time of retirement.

6. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

    a. Employees hired prior to September 20, 1982:

        1) Payment under the Sick Leave Pay on Separation provision will be calculated first. Under this provision, employees are eligible for payment of their unused sick leave up to a maximum of 480 hours, based on years of service, and must separate from the City on a service or disability retirement.

        2) The hours being paid will be deducted from the employee's unused sick leave up to the maximum of 480 hours.

        3) After payment of sick leave under the Sick Leave Pay on Separation provision, the remaining balance of unused sick leave must be 480 hours or more to qualify for participation in the RMA program. Sick leave balances of 480 hours or more will then be converted based on paragraph #8, below.

    b. Employees hired between September 20, 1982, and July 1, 1999:

        Employees in this category must have a minimum of 480 hours of unused sick leave on the books at the time of retirement.

    c. Employees hired after July 1, 1999:

Employees in this category must have accumulated a minimum of 480 hours of sick leave, and have participated in the SRA program for a minimum of five years.

7. The City will convert sick leave balances over 480 hours to a RMA at the employee's base pay rate at retirement. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

8. The balance of sick leave hours will be converted on the following basis:

480 - 1000 hours	-	60% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.
1001 - 1500 hours	-	80% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.
1501 and above	-	100% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.

*Base pay rate is defined as the amount listed in Exhibit A.

9. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.

10. The amount of unused sick leave placed into the RMA will be converted into cash at the employee's base pay rate at the time of retirement, and used to offset/defer costs associated with medical premium rates.

11. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.

12. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a case by case basis, and will not be determined to be a past practice or official policy of the City.

ARTICLE 19 – DENTAL INSURANCE

The City shall continue to provide the current dental program for both employees and their eligible dependents under the age of 26.

Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

Employees may switch plans only during the open enrollment period designated by the City.

Payment of Premiums. Employees shall pay the amounts shown below. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

A. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
• Employee Only	$3.00
• Employee & 1 Dependent	$5.00
• Employee & 2 + Dependents	$7.50

B. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
• Employee Only	$10.00
• Employee & 1 Dependent	$15.00
• Employee & 2 + Dependents	$20.00

C. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

ARTICLE 20 – VISION INSURANCE

The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

ARTICLE 21 – LONG TERM DISABILITY INSURANCE

The City shall provide the Association $30 per month for each represented employee and the Association shall purchase long term disability insurance for its represented members.

ARTICLE 22 – LIFE INSURANCE

The City shall provide group term life insurance (including accidental death and dismemberment) for each employee in the amount of one times (1x) the employee's basic annual earnings to a maximum of $200,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City.

ARTICLE 23 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion, Health Care Spending and Dependent Care Accounts.

B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City consult with employees, prior to increasing any deduction from employees, for any plan year.

C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

ARTICLE 24 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be substantially the same prior to implementation of this MOU.

B. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

ARTICLE 25 – HOLIDAYS

A. The following dates, and such other day or portion of days as may be designated by motion of the City Council, shall be observed as paid holidays of 10 hours each by all employees in permanent positions, except sworn personnel shall receive an extra day of vacation or equivalent pay, whichever in the judgment of the department head best serves the interests of the Department. All unused holiday leave banked must be used by the end of the fiscal year or will be forfeited.

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

B. In addition, employees shall earn one floating holiday per fiscal year. This floating holiday shall be designated by the employee and requires management approval, in advance, before it is taken. New hires must be employed for three months before gaining eligibility for the floating holiday.

C. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday the following Monday will be observed.

D. For personnel working on shift assignments, the holiday will be observed on the actual date listed on the designated holiday.

ARTICLE 26 – VACATION LEAVE

A. ACCRUAL. Vacation leave with pay shall accrue to each full-time regular and probationary employee at the following rates:

Years of Service	Vacation Hours Per Year
Less than 5 years	100 hrs. per year (8-1/3 hrs. per month)
5 years to 10 years	120 hrs. per year (10 hrs. per month)
10 years to 15 years	160 hrs. per year (13-1/3 hrs. per month)
15 years or more	200 hrs. per year (16-2/3 hrs. per month)

B. ACCUMULATION. Accumulation of vacation leave in excess of twice the employee's annual accrual rate is prohibited. All vacation leave exceeding the maximum authorized accumulation shall be forfeited, provided that if an employee has made reasonable efforts to utilize vacation leave prior to the end of the preceding year, but has been denied those opportunities the excess vacation leave shall not be forfeited and the employee shall be afforded a reasonable opportunity to use that leave as soon as practicable. Those employees with 15 years or more shall not exceed a maximum of 400 hours.

C. USAGE. Vacation leave shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take an annual vacation of at least one week (40 hours). The department head may modify this requirement under appropriate circumstances.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the City and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

4. Any leave of absence without pay for each 30 day period of such leave.

5. No newly hired probationary employee shall accrue or be entitled to any vacation until completion of 6 months of continuous service.

D. ANNUAL CONVERSION. An employee may elect to convert up to 75 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year.

E. VACATION PAY AT SEPARATION.

1. Upon separation, an employee who has completed his/her initial probation period with the City will receive compensation at the employee's current rate of base pay for all unused earned vacation up to and including the date of separation.

2. A probationary employee who has not completed 6 months continuous service shall not receive vacation pay at separation.

3. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation pay at separation based on the hourly equivalent of the base pay received immediately prior to

promotion provided the employee has successfully completed the probation period in the classification from which the employee was promoted.

ARTICLE 27 – MANAGEMENT LEAVE

Management personnel are not eligible for paid overtime (exception: Police Lieutenants may receive overtime compensation while working as Watch Commander, subject to the approval of the Police Chief and the City manager, in accordance with the Memorandum of Understanding (MOU)). Each employee shall receive 40 hours of management leave per fiscal year. Management leave must be taken by June 30th each year and no part of it may be carried over into the next fiscal year.

Additional time may be granted by the employee's department head for time spent at required meetings, special events, and job-related emergencies.

The definition of meetings and special events includes:

- City job-related emergencies
- City Council meetings
- City Commission or Committee meetings, or
- Any meeting or special event approved in advance by the City Manager or his/her designee.

Employees shall have the right to "sell back" to the City up to 40 hours of Management Leave per fiscal year (July 1 thru June 30) at the employee's regular rate of pay. All hours not sold back to the City must be used by June 30th each year or they are forfeited.

Notwithstanding the above paragraph, an employee who has completed his/her initial probation period with the City will receive Management Leave pay at separation at the employee's current rate of base pay for all unused Management Leave.

ARTICLE 28 – SICK LEAVE

A. ACCRUAL.

1. Each employee shall accrue sick leave with pay at the rate of eight hours for each full month of continuous service in which the employee has worked or has been authorized leave of absence with pay.

2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The Department Head and/or City Manager may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during the period for which sick leave was requested. A doctor's verification may be required after the third working day of absence.

3. Sick leave may also be used for bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of adequacy of the reason for the employee's absence during the period for which sick leave was requested.

   A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave of absence. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave shall be used for sickness when all sick leave has been taken.

6. Sick Leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for any of the following reasons:

   a. Disability or illness arising from compensated employment other than with the City of Buena Park.

   b. Leave of absence without pay.

c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation by the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.

2. The employee has been continuously employed in the City service for at least one year.

3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

4. Prior to resuming work, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above. This must be done prior to the end of the initial leave.

E. PENALTY FOR ABUSE. When in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK.

1. To be eligible, an employee must have:

   a. 480 hours of accumulated sick leave on the books as of the first pay period of July of the preceding year, and

   b. 480 hours of accumulated sick leave on the books after the cash out.

2. An employee who wishes to participate must file in writing with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The other one-half of hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of separation. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such separation, regardless of whether the employee subsequently reenters the City service.

An employee hired on or prior to September 19, 1982, shall be paid for 50% of the value of his/her unused sick leave based on the employee's rate of base pay at the time of honorable separation or retirement.

An employee appointed on or after September 20, 1982, shall not be eligible for sick leave pay on separation as provided for in this section.

An employee may only accrue 120 days (960 hours) of sick leave for the purposes of this section and for the purposes of compensation on separation.

ARTICLE 29 – BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time off may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

ARTICLE 30 – WORKERS COMPENSATION

A. Sworn employees shall receive industrial accident leave according to the provisions of Section 4850 of the California Labor Code.

B. Any employee so entitled, shall continue to accrue vacation, holidays and sick leave, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

C. Any employee shall continue to accrue vacation, holidays, sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury, provided the employee receives compensation payments under the provisions of the California Workers' Compensation law.

ARTICLE 31 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted to the City the fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel or lodging.

An employee who is scheduled to work the swing or graveyard shift and is called to jury duty shall be given time off on his/her scheduled shift if he/she is required to serve on jury duty that day. An employee shall be given time off for the number of hours actually served on jury duty.

ARTICLE 32 – OTHER LEAVES

A. Leave without pay. Upon the written recommendation of the department head, the City Manager may authorize special leaves of absence without pay for a period not to exceed 30 calendar days in a calendar year. This provision is available only to employees who are eligible to receive vacation leave.

B. Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this MOU, but shall not serve to interrupt continuous service.

C. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting such military leave shall present a copy of the military orders to the department head prior to the beginning of the leave.

Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

ARTICLE 33 – PAY PERIODS

The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a City holiday; the payday shall fall on the preceding business day.

ARTICLE 34 - ATTENDANCE

A. Each employee shall be in attendance at his/her work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to Payroll on a designated form and on the dates specified. Absence without leave, whether voluntary or involuntary, for a period longer than five consecutive assigned working days, or four consecutive working shifts for personnel on the 4/10 or three consecutive working shifts for personnel on the 3/12 plan is an automatic resignation from City service.

B. An employee who is absent from duty shall report the reason for such absence to the department head or immediate supervisor prior to the date of expected absence whenever possible, and in no case later than two hours after the beginning of the employee's normal work shift. Absences not reported in such manner may be considered absence without leave. A deduction of pay shall be made for the duration of any absence without leave. Upon return to work, such absence must be justified.

ARTICLE 35 – HOURS OF WORK AND SCHEDULES

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SCHEDULE. The work schedule for each position shall be established by the City Manager and/or department head.

C. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit, and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 36 – 4/10 PLAN ALTERNATE WORK SCHEDULE – "4/10" PLAN

A. Federal legislation in Air Quality Management District (AQMD) Rule 15 requires employers, including cities, to use alternative methods to reduce vehicular pollution emissions. The alternative work schedule will reduce the average number of vehicle trips to the work site between 6:00 a.m. and 10:00 a.m., and comply with the Federal requirements. It also satisfies Council's direction to provide extended service hours to the public and employees.

B. Plan Defined. Under this work schedule, employees work four consecutive, 10 hour days in a seven day workweek. The 4/10 schedule provides for a 40 hour workweek every seven days and three consecutive days off.

   4/10 scheduling will be at the discretion of the Police Chief.

C. Work Period. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40 hour work periods per pay period. This schedule coincides with the current payroll reporting period.

D. Payroll Period Report Dates – All Employees. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 4/10 plan.

E. Payroll Reporting.

   1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to Finance by memo.

   2. If an employee is in an Absence Without Pay (AWOP) status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall contact Finance immediately to make a payroll correction.

   3. All employees should make every effort to notify their supervisor on Thursday, if they will be using sick leave or AWOP time on Friday.

F. Enrolling in or Dropping off the 4/10 Plan.

   1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

To expedite future shift changes that affect many employees' work plans and/or changes many employees' days off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance for payroll changes and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

G. Leave Time Accruals. Benefit leave time accruals will remain the same as designated in this MOU.

H. Holidays. For personnel not assigned to a unit operating on a 24 hour basis and with the approval of the employee's supervisor, when a holiday falls on a scheduled workday the employee may (but will not be required to) take the day off on holiday pay. When a holiday falls on a non-scheduled workday the employee may (but will not be required to) take off one day at a later date as agreed to by their supervisor.

I. Paid Sick Time/Vacation.

1. Employees using paid sick leave on a 10 hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered, by:

   a. Use of vacation or management leave.
   b. Other Leaves
   c. Leave without pay

3. Vacation is charged in the same manner. Vacations occurring on 10-hour days will be charged 10 hours.

J. Workers Compensation. Employees will be paid for industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

K. Military Leave, Jury Duty and Paid Extended Sick Leave. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10

work schedule. An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

L. Meal Period. At the discretion of the Chief of Police, employee meal periods may be paid time. Employees understand that during such meal periods they are subject to calls for service. The Chief of Police shall determine who is included in meal period as part of work day.

M. Department Head Responsibility. Changes in an employee's 4/10 work schedule must be coordinated through the department head, AQMD Transportation Coordinator/Administrative Analyst and Finance to ensure that the changes to and from the 4/10 Plan coincide with the beginning of a pay period.

N. 4/10 Plan Review. A decrease in productivity will represent a negative impact to the alternative work plans. Productivity may be measured by various criteria which may include, but not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee turnover
- Tardiness
- Employee morale

Moreover, other impacts include service delivery to the public including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

ARTICLE 37 – 3/12 PLAN ALTERNATIVE WORK SCHEDULE – "3/12" PLAN

Effective June 12, 2007, the City shall implement and evaluate a "3/12½ Alternative Work Schedule" for a period of one year, commencing with the Patrol Schedule of Summer 2007, and concluding at the end of Spring 2008 Patrol Schedule.

A. The intent is to determine the effectiveness and efficiency of the Operations Division work force in providing service to the community while working an alternative work schedule that includes a 3/12 component. For purposes of this evaluation period, only personnel assigned to Patrol and Dispatch will participate in this evaluation program.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of the modified work schedule, specifically related to overtime and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. Patrol personnel assigned to the 3/12 will work three days each week consisting of 12 ½ hour shifts, totaling 150 hours in a 28 day period. Each employee on such schedule will work one additional 10 hour shift in that same 28 day period. The total number of hours scheduled in such period of time will be 160 hours.

D. Dispatch personnel assigned to the 3/12 will work three days each week consisting of 12 hour shifts, totaling 72 hours in a two week pay period. Each employee on such schedule will work on additional eight hour shift in that same pay period. The total number of hours scheduled in such pay period will be 80 hours, or 160 hours in a 28 day period.

E. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output (Arrest / Citation statistics etc.)
- Employee turnover
- Tardiness
- Employee morale
- Employee traffic collisions

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

F. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 38 – "4/11 – 3/11" PLAN ALTERNATE WORK SCHEDULE

Effective July 5, 2025, the City shall implement and evaluate a "4/11 – 3/11 Compressed Work Schedule" for Patrol, Dispatch, and Records employees for a period of one year, commencing with the Patrol Schedule of Fall Deployment 2025.

A. The intent is to determine the effectiveness and efficiency of the Operations and Support Services Divisions personnel who work on a 24 hour, 7 days a week basis providing service to the community while working an alternative work schedule that includes a 4/11 – 3/11 compressed work schedule component. For purposes of this evaluation period, only personnel assigned to Patrol, Dispatch, and Records will participate in this evaluation program.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of the modified work schedule, specifically related to overtime and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. Patrol, Dispatch, and Records employees will alternate weekly, working one week four 11-hour shifts and the following week, work three 11-hour shift totaling 77 hours worked. This leaves the employee three hours short of 80 hours bi-weekly. During the 28-day cycle, the employee would owe six hours (payback).

D. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output (Arrest / Citation statistics etc.)
- Employee turnover
- Tardiness
- Employee morale
- Employee traffic collisions

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

E. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 39 – SUBSTANCE ABUSE

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. “Under the influence” means the knowing use of alcohol or illegal substance or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee’s work performance or the ability to use City property or equipment safely.

C. An employee not on paid standby who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance Program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is "under the influence" in that the employee's ability to perform the functions of the job is impaired or the employee's ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources office. The Human Resources office shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

ARTICLE 40 – NO SMOKING

Employees who become unit employees on or after January 1, 1987, shall, as a condition of their continued employment, refrain from smoking tobacco or any other non-tobacco substance at any time on or off duty. Violation of this condition of employment shall be deemed good cause for dismissal.

ARTICLE 41 – BUMPING PROCEDURE

In the event of layoff, the following procedure shall be used:

A. All employees in each classification shall be rank ordered based on seniority in classification, irrespective of total City seniority. In the event of a tie in seniority in classification, the person with the highest placement on the eligibility list shall be deemed to have the highest seniority in classification. The employees with the least seniority in that classification shall be the first person(s) laid off.

B. In the event that the classification series (i.e. Police Captain, Police Lieutenant, Police Sergeant, Police Corporal, Police Officer) from which the employee is laid off has a lower classification with incumbents, the laid off employee (irrespective of the laid off employee's seniority in the lower classification and/or total City seniority) may "bump" one of those incumbents out of the classification and assume his/her position. The determination of which incumbent, is bumped shall be made pursuant to paragraph A.

Bumping in each classification in the classification series shall continue until incumbents are bumped out of the lowest classification in the classification series.

C. The names of employees who have been laid off shall be placed on an appropriate re-employment list in order of seniority, from highest to lowest. Such names shall remain on the re-employment list for a period of 18 months unless such persons are re-employed sooner. A re-employment list shall be used prior to establishing either an open or closed eligibility list.

D. When a re-employment list is used to fill vacancies, the personnel officer shall certify from the top of such list, the number of names equal to the number of vacancies. An employee who is re-employed shall receive credit for former services for purposes of seniority, benefit compensation and salary advancement.

ARTICLE 42 – GRIEVANCE PROCEDURE

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of this Memorandum of Understanding, or any ordinance, rule or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees individually, or through a qualified employee organization, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point of origin.

4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee or the Association first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee’s most immediate supervisor who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee

and the supervisor have discussed the incident, the supervisor will give the employee a written response within two working days.

2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the response at the initial or preceding step(s). The employee will receive a written response within five working days. However, the employee must notify the department head of the dispute in writing.

3. Should the dispute not be resolved by the department head, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources may interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The City Manager's decision shall be the final step in the Administrative process.

ARTICLE 43 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit E.

ARTICLE 44 – MEDICAL EXAMINATION

The City shall provide an annual medical exam to sworn employees on a voluntary basis.

A. The City shall pay the entire cost of such examination.

B. The results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any rights to an individual's examination results, or general or specific medical information obtained from such examination.

C. Neither the City nor the Association shall take any steps to inquire about any general or specific medical information obtained by any party as a result of the employee's participation in this Program.

D. All medical examinations shall be conducted while the employee is in a paid capacity.

E. The examination shall, at a minimum, entitle employee to a blood test, and for those age 40 or older a "Live-Scan" heart examination once every three years, and a treadmill test. The blood test shall not screen employees for drugs or alcohol.

SIGNATURES
Adopted June 6, 2023

FOR THE CITY OF BUENA PARK	FOR THE BUENA PARK POLICE MANAGEMENT ASSOCIATION
Eddie Fenton Assistant City Manager / Director of Human Resources	Ryan Dieringer Police Lieutenant
Rebecca Valdez Sr. Human Resources Analyst	Rick Pino Police Lieutenant

EXHIBIT A – SALARY SCHEDULE – EFFECTIVE July 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	**Range**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Police Captain	720	94.70	16,415	196,976	99.40	17,229	206,752	104.28	18,075	216,902	109.42	18,966	227,594	114.79	19,897	238,763	118.24	20,495	245,939
Police Lieutenant	714	81.82	14,182	170,186	85.89	14,888	178,651	90.09	15,616	187,387	94.53	16,385	196,622	99.24	17,202	206,419	102.22	17,718	212,618

EXHIBIT A – SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	**Range**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Police Captain	720	99.44	17,236	206,835	104.37	18,091	217,090	109.49	18,978	227,739	114.89	19,914	238,971	120.53	20,892	250,702	124.15	21,519	258,232
Police Lieutenant	714	85.91	14,891	178,693	90.18	15,631	187,574	94.59	16,396	196,747	99.26	17,205	206,461	104.20	18,061	216,736	107.33	18,604	223,246

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation for all Police Department employees based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES AND SALARY RATES. The establishment of salary ranges and salary rates and the allocation of classes thereto shall be by Resolution of the City Council. The type of appointment shall determine whether an employee's salary rate shall be on a biweekly or hourly basis.

1. Full-time Probationary, Provisional, Temporary, and Acting Appointments. An employee having a provisional, probationary, or acting appointment that is on a full time basis, shall be compensated at a biweekly rate.

2. Other Appointments. An employee having any other type of appointment shall be compensated at an hourly rate.

C. RESPONSIBILITIES OF CITY MANAGER. Employees shall be paid at biweekly or hourly rates as determined by the City Manager, subject to the provisions of this Resolution.

At least annually the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range and salary rates for each class for which the City Manager is the appointing authority. In determining salary ranges and salary rates, consideration shall be given to both base pay, fringe benefits, and working conditions.

D. COMPENSATION PROCEDURES - SALARY SCHEDULES

1. In General. Except as otherwise provided herein, all new employees shall be appointed at Step 1 of the salary range in effect for the class in which the appointment is made.

2. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 6 of the appropriate salary range, when the City Manager determines that equity among employees and the interests of the City will best be served.

3. Temporary Appointees. Persons employed or re-employed for part-time, temporary, or seasonal service may, upon written recommendation of the Department Head and approval of the City Manager, be compensated at any rate established for the class.

4. Acting Appointments. Acting appointments may carry additional compensation if recommended by the Department Head and approved by the City Manager, or when the City Manager determines that equity among employees and the interests of the City will best be served.

5. Employees are eligible to progress to Step 2 after completing 12 months of services at Step 1 with a performance rating of satisfactory or better.

6. Employees are eligible for additional salary increases to Steps 2 through 6 after completion of one (1) year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement. This requires an annual performance Evaluation by the employees' supervisor.

E. COMPENSATION UPON PROMOTION

1. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent (5%). In the event a promotion is made within six (6) months of the employee's salary anniversary date, the placement on the new range shall be to the step of the new range which shall be seven and one-half percent (7-1/2%) or ten percent (10%) over the current rate.

F. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall be reduced in salary to the nearest lowest salary rate of the class of position to which demoted. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who is demoted at the employee's own request shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

G. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the new salary rate upon reassignment to that position and the employee shall earn eligibility to receive subsequent merit salary advancements in accordance with appropriate paragraphs in Section D or E.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of reassignment to that class shall be the employee's new probationary anniversary date, and the employee shall be required to serve a probation period.

H. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class With Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class With Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the Section on Compensation Upon Promotion.

3. Class With Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change, and the employee shall not be required to serve a new probation period.

I. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

J. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

K. CHANGE IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same lettered step in the new range as the employee was receiving in the previous range, and the salary review date shall not change.

L. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent (5%) higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of

the incumbent or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.

3. Acting appointments shall not receive merit increases and shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

4. The City Manager must approve all such appointments upon findings meeting the criteria set forth in this paragraph.

M. CHANGES IN SALARY ANNIVERSARY DATE. The granting of any leave of absence without pay exceeding 30 calendar days shall result in a new salary anniversary date plus the number of calendar days of the employee's leave in excess of 30 calendar days.

N. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class shall be eligible for consideration for a salary advance after six months of satisfactory service, including the employee's provisional service, as evidenced in writing by the Department Head and approved by the City Manager, and shall accrue leave benefits from the date of the provisional appointment.

The employee's probation period shall commence with the date of the provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

The salary advance provisions of this section shall not apply when a provisional appointee in a class receives, without a break in continuous City service, a probationary appointment to a position in a different class having a higher salary range. The salary review date of such appointee shall be the date of the probationary appointment.

O. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and employee request. The Department Head shall promptly forward the statement and the request along with the Department Head's written recommendation to the City Manager.

P. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

Q. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

R. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance, such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually, such regulations shall be considered for possible incorporation in a revision of this Resolution.

S. ANNIVERSARY DATES AND SALARY RANGES. The anniversary dates and salaries within the various range classifications of the particular present City Employees are found on file in the Human Resources Division of the City of Buena Park.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A "relative" is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An "employee" is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Councilmember or the City Manager shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager, may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member of department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties; share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council members, the City Manager, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty percent (20%) of the complement of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City Manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations

where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

A. Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

B. If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee or identical salary) that would not be in violation of this policy.

C. If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

D. If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such

as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

B. Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

1. Immediate supervisor;
2. Any supervisor or manager within or outside of the department;
3. Department Head; or
4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

1. Inform the complainant of his or her right to initiate the complaint.

2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances,

including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard
- Ehlers Event Center
- Stage Stop Hotel

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the

substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City's Personnel Rules and Regulations, up to and including termination.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.

2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of advisory arbitrators from the California State Mediation and Conciliation Service (SMCS)

or from a list agreed to between the City Manager and the employee. If the parties obtain a list of arbitrators from SMCS, the City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the Association, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the Association is $2,000.

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(j) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now

or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a *de novo* hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

June 24, 2025
NEW BUSINESS
Item No. 5F.

City Council Agenda Report

RESOLUTION TO ADOPT A COMPENSATION PLAN BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT AND EXECUTIVE EMPLOYEES AND THE CITY COUNCIL

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the Compensation Plan for Management and Executive Employees, and the City Council.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's Compensation Plan for Management Employees expires July 4, 2025. The City and the Management Unit have met and consulted in accordance with the Meyers-Millias Brown Act (MMBA). Attached for review and approval is a new two-year compensation plan for management and executive employees, and the City Council. The terms of the compensation plan are summarized below. In general, they seek to provide a cost of living increase of 5% each fiscal year and address the increases in costs of providing medical insurance. In addition, to address the difficulty in recruiting and retaining hard-to-fill Management and Executive positions, this proposal adds an additional Step 6 to the salary range for each position, equivalent to three percent (3%) above the current Step 5. In an effort to continue positive labor relations and recognizing the value of having a plan for multiple years with the Unit, the City agreed upon a five percent (5%) cost of living adjustment for each year, and increases towards medical insurance contributions. As a result of the positive discussions and exchanges of ideas, a successor Compensation Plan is proposed.

This document is presented to the City Council for review and approval as the final step in the process. It reflects the same language as presented to the City Council in properly noticed closed sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of significant changes to the compensation plan.

1. BASE PAY SCHEDULE

5% Cost of Living Adjustment (COLA) increase effective July 5, 2025.

5% Cost of Living Adjustment (COLA) increase effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill Management and Executive classifications:

All classifications in Exhibit A – Salary Schedule shall add a new Step 6 that is 3% above the current Step 5 within the pay schedule effective July 5, 2025.

2. MEDICAL INSURANCE CONTRIBUTION

For coverage effective: July 1, 2025

- Employee Only $1,114 ($50 increase)
- Employee & One Dependent $1,708 ($100 increase)
- Employee & 2 + Dependents $2,240 ($150 increase)

For coverage effective: July 1, 2026

- Employee Only $1,164 ($50 increase)
- Employee & One Dependent $1,808 ($100 increase)
- Employee & 2 + Dependents $2,390 ($150 increase)

3. HOLIDAYS

Add one additional floating holiday.

4. BILINGUAL PAY

Level I – Basic Bilingual Skills – $50.00 per month.

Level II – Advanced Bilingual Skills Pay – With City Manager or designee approval, $165 per month.

5. COMMERCIAL VEHICLE OPERATOR LICENSE

In the best interest of the City, as determined by the Director of Human Resources, an employee who has a State of California commercial vehicle operator license shall receive an additional $75 per month for Class B and $150 per month for Class A licenses.

6. VACATION LEAVE

Vacation shall accrue to each full-time employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per year
Less than 2 years	90 hrs. vacation per year
Less than 3 years	100 hrs. vacation per year
Less than 4 years	110 hrs. vacation per year
Less than 5 years	110 hrs. vacation per year

7. DENTAL INSURANCE ENHANCEMENTS

Effective January 1, 2026 - Increase Ortho Lifetime Maximum to $2,000 and add Adult Ortho coverage for both Plan A & B.

Increase the number of teeth cleanings to three cleanings for both Plan A & B.

8. VISION INSURANCE ENHANCEMENTS

Effective January 1, 2026 - Increase frames and contact lens allowances to $200.

Add Second Pair Benefit for $20 co-pay. Second Pair can be used for second pair of glasses or contact lenses.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Compensation Plan over the next two fiscal years is estimated at $1,254,000. This estimate will be included within the proposed FY 2025-2027 Budget. These changes comply with the authorization provided by the City Council.

Attachments

Reso Comp Plan for Mgmt 2025 Att1of2 Reso.pdf

MGMT MOU 2025.06 Final Draft.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NEW COMPENSATION PLAN FOR THE BUENA PARK MANAGEMENT EMPLOYEES AND CITY COUNCIL EFFECTIVE JULY 5, 2025, AND SUPERSEDING RESOLUTION NO. 14877

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and consult in good faith with the representatives of the Buena Park Management Unit; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the Assistant City Manager/Director of Human Resources has met and consulted in good faith with the representatives of the Management Unit on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Unit have reached tentative agreement and have jointly prepared a written Compensation Plan which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Management Unit; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Compensation Plan for the Buena Park Management Employees dated July 23, 2024, is hereby repealed.

Section 2: Resolution No. 14877 is superseded. All conflicting Resolutions of the City are repealed.

Section 3: The Compensation Plan for the Buena Park Management Employees effective July 5, 2025, and attached hereto is approved.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, 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 24th day of June 2025.

_____
City Clerk

July 5, 2025 – July 2, 2027

CITY OF BUENA PARK MANAGEMENT UNIT

COMPENSATION PLAN

NO. 25-27

ADOPTED___ RESOLUTION NO. ___

COMPENSATION PLAN
BUENA PARK MANAGEMENT UNIT

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SECTION 1 – TERM

This Compensation Plan shall be effective as of midnight on July 5, 2025.

PAY

SECTION 2 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay range as shown in Exhibit A.

SECTION 3 – SALARY SCHEDULE AND INCREASES

A. The schedule of base pay rates is contained in Exhibit A.

B. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

C. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill Management and Executive classifications:

D. All classifications in Exhibit A – Salary Schedule shall add a new Step 6 that is 3% above the current Step 5 within the pay schedule effective July 5, 2025. *

* Note: Employees at Step 5 for 12 months or more shall immediately progress to Step 6. Other employees will move to Step 6 according to normal step progression and the annual performance evaluation process.

“Me Too” Clause: If during the effective period of this agreement, the City Employees Association receives a salary adjustment increase in a greater amount than the terms included in this agreement, the employees in this unit shall receive the same salary adjustment increase at the same time.

SECTION 4 – BILINGUAL PAY

Level I – Basic Bilingual Skills Pay – With City Manager or designee approval, an employee shall receive an additional $50 per month if the following conditions are met:

A. The employee passes a qualifying examination administered by Human Resources.

B. The employee uses bilingual skills as required by the City.

Level II – Advanced Bilingual Skills Pay – With City Manager or designee approval, an employee shall receive an additional $165 per month if the following conditions are met:

A. The employee passes an advanced-level interpretation skills-based examination administered by Human Resources to demonstrate competency in American Sign Language, Korean, or Spanish only.

B. The employee must be expected to translate and interpret a wide variety of difficult, sensitive, and highly-complex written and spoken Citywide communications, including materials and matters of a highly sensitive or technical nature and with a high consequence of error in English and American Sign Language, Korean, or Spanish.

C. The employee may be expected to perform these services at City Council Meetings, Town Hall or Community Meetings, or with special dignitaries (i.e. Sister City program) as needed.

SECTION 5 – LONGEVITY PAY

The City agrees to implement a longevity pay program to be administered in the following manner:

A. An employee with 12-19 years of current continuous City service shall receive an additional two (2) percent of base salary.

B. An employee with 20 years or more of current continuous City service shall receive an additional three (3) percent of base salary.

SECTION 6 – COMMERCIAL VEHICLE OPERATOR LICENSE

In the best interest of the City, as determined by the Director of Human Resources, an employee who has a State of California commercial vehicle operator license shall receive an additional $75 per month for Class B and $150 per month for Class A licenses. Such employees are subject to the provisions of the City's Drug and Alcohol policy, which includes, but is not limited to, post-accident testing, random testing, reasonable suspicion testing, and return-to-duty/follow-up testing.

SECTION 7 – EDUCATION PROGRAM

A. <u>REIMBURSEMENT.</u> An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

1. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a "Request for Educational

Reimbursement" form to the department head along with a copy of the official transcripts and receipts for the total cost of the course.

Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed a maximum of $5,000 per calendar year for tuition, transportation costs where appropriate, registration fees, and related expenses necessary for completion of the course. The cost of books required for the course shall be reimbursed at actual cost; this reimbursement is not part of the $5,000 maximum described above.

2. Reimbursement will only be given for coursework completed within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

3. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATION LOAN PROGRAM. The City will make available an interest-free loan program for employees who desire financial assistance with tuition, books enrollment fees, administration fees and related expenses. The annual maximum amount of each loan, shall be:

1. Undergraduate degree candidates may borrow up to the University of California (U.C.) rates for undergraduate tuition (currently up to $11,220 per school year).

2. Graduate degree candidates may borrow up to the U.C. rates for graduate school tuition (currently up to $14,960 per school year).

Employees must provide proof of admission, proof of enrollment, and proof of registration at the time of loan request.

Education loans shall be repaid via no more than 26 biweekly payroll deductions which shall commence following approval of the loan. Only one education loan per employee may be in place at any time.

An employee utilizing this program is eligible for the City's education reimbursement program, subject to the provisions set forth in this Section.

C. EDUCATIONAL INCENTIVE ALLOWANCE. An employee with a job-related (as determined by the City) degree or certificate from an accredited educational institution shall receive an additional allowance as follows:

- Associate of Arts Degree $100 per month

- Bachelor of Arts Degree $150 per month
- Master's or Ph.D. Degree $200 per month

Special Certificates:
- 10 or more semester units $30 per month
- 20 or more semester units $60 per month

No employee may receive more than one Educational Incentive benefit at one time.

SECTION 8 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT PROGRAM

All Management unit employees, after successful completion of their initial probationary period, shall be reimbursed up to a maximum of five hundred dollars ($500) per calendar year for professional and personal development on a prorated basis.

As determined by the Director of Human Resources, approved professional development expenditures may include costs incurred for job-related in-state or out-of-state classes, events, or seminars not paid for by the City; job-related software, books, reference publications, or other educational materials; or job-related professional organizations which promote the health and professional development of the Unit member and promote the best interests of the City.

SECTION 9 – SAFETY SHOES

A. The City shall provide a safety shoe program for employees who perform significant fieldwork as part of their normal and customary job duties.

B. The City shall pay up to $60.00 every two years, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Assistant City Engineer
- Associate Engineer
- Associate Plan Check Engineer
- Building and Safety Manager
- Operations Manager
- Planning Manager
- Principal Engineer
- Principal Plan Check Engineer

C. The City shall pay up to $250.00 on a per fiscal year, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of

Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Code Enforcement Supervisor
- Facilities Maintenance Supervisor
- Fleet Maintenance Superintendent
- Fleet Maintenance Supervisor
- Sewer Services Superintendent

D. The City shall pay up to $250.00 every two years, through a direct purchase from the City selected vendor, for safety shoes which comply with the current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Facilities and Parks Maintenance Superintendent
- Street Maintenance Superintendent
- Water Services Superintendent

E. An employee who purchases safety shoes through this program shall wear such safety shoes while working outside of an office environment, in compliance with Cal/OSHA regulation, Title 8, Section 3385. The City Manager and/or his designee shall have discretion as to the need and necessity of the safety shoe purchase.

SECTION 10 – UNIFORM ALLOWANCE

A. The City shall provide a work uniform to an employee who is required to wear a uniform by the department head and shall provide a City-paid cleaning service for such uniforms.

B. The City agrees to continue to provide uniform cleaning service for employees who currently receive it.

C. The monetary value for such purchase, rental, and maintenance of the required clothing which is a ready substitute for personal attire (uniform) shall be reported to the California Public Employees' Retirement System (CalPERS) as compensation as required by law. The annual retirement contribution shall be based on the stated amounts for the term of the Compensation Plan listed in Section 15 Public Employees' Retirement System. Any additional tax liabilities are borne solely by the employee.

SECTION 11 – CELL PHONE ALLOWANCE

The City shall provide a $50 per month stipend to management employees who have been authorized by their department head to use a personal cellular telephone or smartphone device for conducting official City business. The employee's department head has full discretion to approve or deny a stipend request based on the expectation

that the employee will use the personal cell phone for City business and that the employee will respond when called or texted.

SECTION 12 – VEHICLE ALLOWANCE

Incumbents of the following classifications shall receive $400 per month for the use of a personal vehicle on City business:

1. Assistant City Manager/Director of Human Resources
2. City Clerk
3. Director of Finance/City Treasurer
4. Director of Community Development
5. Director of Community Services
6. Director of Government and Community Relations (City Clerk)

Each employee receiving this allowance shall have a personal vehicle at his/her work site each day he/she works, and shall use that vehicle on City business. For business trips more than 25 miles one-way from City Hall, the employee may use a City pool car or be reimbursed at the IRS rate for travel beyond the first 50 miles. An employee who uses rail transit for meetings or conferences (not commuting) shall be reimbursed for the cost of such transit.

City pool cars may be used in situations where a private vehicle may be endangered, e.g., fire, flood, or earthquake.

SECTION 13 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

SECTION 14 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

B. Qualifying dependents are natural born children, adopted children, step children, and/or parent-children relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate of overtime, benefits, or any other purpose.

RETIREMENT

SECTION 15 – PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

	Government Code Section
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 2.5% at 55 – Full Formula	21354.4
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 60 – Full Formula	21353
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	7522.32
2. Military Service Credit as Public Service	21024
3. 2% at 62 – Full Formula	7522.20

4. Fourth Level of 1959 Survivor Benefit 21574

5. Pre-Retirement Optional Settlement 2 Death Benefit 21548

E. CONTRIBUTIONS.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer costs.

SECTION 16 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law shall be the responsibility of the employee, and shall be paid in full by the employee and the City shall not be obligated to pay or “pick-up” any portion thereof.

INSURANCE

SECTION 17 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contribution.

SECTION 18 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,114
• Employee & One Dependent	$1,708
• Employee & 2 + Dependents	$2,240

For coverage effective:	July 1, 2026
• Employee Only	$1,164
• Employee & One Dependent	$1,808
• Employee & 2 + Dependents	$2,390

Retirees

• Retiree Only	$160.00
• Retiree & 1 Dependent	$308.00
• Retiree & 2 + Dependents	$331.00

2. Persons Hired On or After July 1, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,114
• Employee & One Dependent	$1,708
• Employee & 2 + Dependents	$2,240

For coverage effective:	July 1, 2026
• Employee Only	$1,164
• Employee & One Dependent	$1,808
• Employee & 2 + Dependents	$2,390

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999 is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree.*
- *For coverage effective January 1, 2026: $162.00/month per retiree.*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria Plan, or receive a cash payout. For example, an employee with two or more dependents is entitled to a maximum monthly contribution of $2,240 per month. If he/she has a health insurance plan which costs $2,131.06 per month, the employee is entitled to $108.94 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout. However, Council members who elect to waive the City's health insurance must apply the City's monthly contribution to his/her deferred compensation account.

   The City Contributions shall be $839.00 per month.

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS Contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical

insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one (2:1). This provision will be coordinated with the Sick Leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds from the SRA.

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then-hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.

    b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit, and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active employee and/or

at the base pay rate of withdrawal for the retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999, who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

SECTION 19 – DENTAL INSURANCE

A. The City shall continue to provide the current dental program for both employees and their eligible dependents under the age of 26.

B. Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

C. Employees may switch plans only during the open enrollment period designated by the City.

D. PAYMENT OF PREMIUMS. Employees shall pay the amounts shown below. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

1. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
Employee Only	$3.00
Employee & 1 Dependent	$5.00
Employee & 2 + Dependents	$7.50

2. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
Employee Only	$10.00
Employee & 1 Dependent	$15.00
Employee & 2 + Dependents	$20.00

3. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

SECTION 20 – VISION INSURANCE

A. The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

B. Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

C. Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

SECTION 21 – LONG TERM DISABILITY INSURANCE

A. The City shall pay the entire premium for a City-owned long-term disability insurance policy affording coverage to each active employee.

B. The policy shall have a benefit waiting period of 60 calendar days of continuous disability. Any time after the expiration of the benefit waiting period, the employee may apply for this insurance and may use accrued leave pursuant to the City's policy thereon.

C. The maximum benefit for total disability shall be 66 2/3 of the eligible employee's basic monthly earnings as defined in the policy document, or $10,000 per month, whichever is less.

SECTION 22 – LIFE INSURANCE

A. The City shall provide group term life insurance (including accidental death and dismemberment) for each employee (either full-time or part-time) in the amount of one times (1x) the employee's basic annual earnings to a maximum of $200,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City. The City will provide group term life insurance (including accidental death and dismemberment) for each City Council member in the amount of $50,000.

B. The City shall provide group term life insurance (including accidental death and dismemberment) in the amount of $1,500 for each employee's:

1. legal spouse or registered domestic partner, and/or

2. children under the age of 26.

SECTION 23 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion and Health Care Spending and Dependent Care Accounts.

B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City will consult with employees prior to increasing any deduction from employees for any plan year.

C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

SECTION 24 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Compensation Plan, provided that the benefits of the employees shall be substantially the same prior to implementation of this Compensation Plan.

B. If, during the term of this Compensation Plan, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

SECTION 25 – HOLIDAYS

A. The following dates, and such other days or portion of days as may be designated by motion of the City Council, shall be observed as paid.

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

B. In addition to the above, two floating holiday per fiscal year may be earned by Mid-Management Group Employees (Executive Management Group Employees are not eligible). This floating holiday shall be designated by the employee and requires management approval, in advance, before it is taken. New hires must be employed for three months before becoming eligible for the floating holiday.

C. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on an off-Friday, the preceding Thursday shall be observed.

D. Holiday Closure. The City shall close the City Hall, City Yard, and Community Center facilities to the public during the holiday period between Christmas Eve and New Year's Day. During the closure, employees will have the option to use accrued Vacation, Management Leave, or Floating Holiday. Employees without sufficient accrued leave time to cover the holiday closure may borrow from future vacation accrual.

The City maintains the right to determine the essential services which still operate during this closure period.

SECTION 26 – VACATION LEAVE

A. ACCRUAL. Vacation leave shall accrue to each management full-time employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per month (6.667 hrs. per month)
Less than 2 years	90 hrs. vacation per year (7.5 hrs. per month)
Less than 3 years	100 hrs. vacation per year (8.333 hrs. per month)
Less than 4 years	110 hrs. vacation per year (9.167 hrs. per month
Less than 5 years	110 hrs. vacation per year (9.167 hrs. per month)
5 years to 10 years	120 hrs. vacation per year (10 hrs. per month)
10 years or more	160 hrs. vacation per year (13-1/3 hrs. per month)

B. ACCUMULATION. Accumulation of vacation leave in excess of that earned in two years is prohibited. All vacation leave exceeding the authorized accumulation shall be forfeited.

C. USAGE. Vacation leave taken shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take at least 40 hours of vacation each fiscal year.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the service and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for employees eligible for such holidays.

4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.

5. No employee shall be entitled to any vacation until completion of six (6) months of continuous service, with the exception of using Management Leave and Floating Holiday.

6. All usage of vacation and Management leave time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

1. Mid-Management - An employee may elect to convert up to 70 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year. Unused Management Leave may not be used for cash payment.

   Notwithstanding the above paragraph, an employee may convert up to a maximum of 80 hours of annual vacation leave into a cash payment as long as the employee has 240 hours, or more, of annual vacation leave "on the books" after the conversion.

2. Executive Management - An employee may elect to convert up to 80 hours of any combination of vacation and/or management leave into a cash payment at the employee's then-current rate of base pay.

   The maximum payment for those Executive Management employees receiving longevity pay shall be limited to 70 hours. However, an employee receiving longevity pay may convert up to a maximum of 80 hours of any combination of vacation and/or management leave into a cash payment as long as the employee has 240 hours or more of annual vacation leave "on the books" after the conversion.

   Notwithstanding the above paragraph, an executive manager who has completed his/her initial probation period with the City will receive Management Leave pay at separation at the employee's current rate of base pay for all unused Management Leave.

E. VACATION LEAVE PAY UPON SEPARATION. Upon separation, an employee will receive compensation at the current rate of base pay for all unused earned vacation up to and including the date of separation.

1. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation leave pay upon separation based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed a probation period in the classification from which the employee was promoted.

2. An employee who has not completed 6 months of continuous service shall not receive vacation leave pay upon separation.

F. CONTINUOUS SERVICE. For the purpose of computing years of service, an employee's continuous service shall be based on the effective date on which the employee received initial probationary appointment in the City service.

SECTION 27 – MANAGEMENT LEAVE

Management personnel are not eligible for paid overtime. Each employee shall receive 60 hours of management leave per fiscal year. Management leave must be taken by June 30th each year and no part of it may be carried over into the next fiscal year. Mid-management employees' unused management leave may not be used for cash payment.

Additional time may be granted by the employee's department head for time spent at required meetings and special events.

The definition of meetings and special events includes:

- City job-related emergencies.
- City Council meetings.
- City Commission or Committee meetings.
- Any meeting or special event approved in advance by the department head or his/her designee.

SECTION 28 – SICK LEAVE

A. ACCRUAL.

1. Each full-time employee shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Eligibility for Use of Sick Leave. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

3. Sick leave may also be used for a bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

   A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave may be used for sickness when all sick leave has been taken.

6. Sick leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for all of the following reasons:

   a. Disability or illness arising from compensated employment other than with the City of Buena Park.

   b. Leave of absence without pay.

   c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation of the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.

2. The employee has been continuously employed in the City service for at least one year.

3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

4. Prior to resuming duties, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that appropriate disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK PROGRAM.

1. To be eligible, an employee must have:

   a. 480 hours of accumulated sick leave as of the first pay period of July of the preceding year, and

   b. 480 hours of accumulated sick leave remaining after the cash out.

2. An employee who wishes to participate must file a written request with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The remaining hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be based at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Employees shall be compensated for unused sick leave at the time of honorable separation or retirement in accordance with the schedule below.

Years of Service	Maximum Sick Leave Hours Eligible for Payment Upon Retirement	Maximum Sick Leave Hours Eligible for Payment Upon Honorable Separation
5 – 10	20% of the value of the unused sick leave (i.e. 20% of 960 = 192 Max)	0
10 – 15	30% of the value of the unused sick leave (i.e. 30% of 960 = 288 Max)	30% of the value of the unused sick leave
15 – 20	40% of the value of the unused sick leave (i.e. 40% of 960 = 384 Max)	40% of the value of the unused sick leave
20 or more	50% of the value of the unused sick leave (i.e. 50% of 960 = 480 Max)	50% of the value of the unused sick leave

Employees may only accrue a maximum of 960 hours of sick leave for the purpose of this section. All payments shall be at the employee's base hourly salary rate in effect on the date of separation.

H. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of termination. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such termination, regardless of whether the employee subsequently reenters the City service.

SECTION 29 – BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

SECTION 30 – WORKERS COMPENSATION

A. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

   During this maximum 27-week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

B. After this maximum 27-week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including, but not limited to, accrual of vacation and sick leave, holiday pay, special assignment pay, education pay or payment of group insurance premiums. An employee may not use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

SECTION 31 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted the jury fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

SECTION 32 – OTHER LEAVES

A. LEAVE WITHOUT PAY. Upon written recommendation of the department head, the City Manager may authorize a leave of absence without pay for a period not to exceed 30 calendar days in a calendar year.

B. Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless

covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this Compensation Plan, but shall not serve to interrupt continuous service.

C. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting military leave shall present a copy of military orders to the department head prior to the beginning of the leave.

Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

SECTION 33 – PAY PERIODS

A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a federal holiday the payday shall fall on the preceding business day.

B. Direct Deposit. The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

SECTION 34 – HOURS OF WORK AND SCHEDULES

Unless otherwise prescribed in writing by the City Manager, the work week, work shift, and work schedule for each position shall be as follows:

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SHIFT. The work shift for all full-time positions scheduled on the “9/80 Work Plan” shall be nine hours a day for eight days, and eight hours for one day for a total of 80 hours in a two-week period.

C. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays, and holidays continuously on week days in accordance with the Alternative Work Schedule.

D. ALTERNATIVE WORK SCHEDULES. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for City Hall, Community Center, Ehler’s Event Center, the City Yard, and Stage Stop Hotel is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Management Unit and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

   Except in cases of emergency, the City shall provide two weeks notice to an employee of any changes in his/her work schedule.

SECTION 35 – SUBSTANCE ABUSE– DRUG POLICY

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees, and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and increased potential liability to the City. “Under the influence” means the knowing use of any illegal substance or alcohol or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

C. An employee, not on paid standby, who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. “Reasonable suspicion” is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is “under the influence” in that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources Department. The Human Resources Department shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

SECTION 36 – GRIEVANCE PROCEDURE

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point of origin.

4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee's most immediate supervisor, who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a verbal or written response within two working days.

2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the resolution at the initial or preceding step(s). However, the employee must notify the department head of the dispute in writing.

3. Should the dispute not be resolved by the department head to the satisfaction of both parties, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The decision of the City Manager shall be the final step in the Administrative process.

SECTION 37 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit F.

SECTION 38 – ANNUAL PHYSICAL EXAMINATION

Each employee is eligible for an annual physical examination by the City's medical examiner, or by a private physician upon written request to the Human Resources Department. The City will pay a private physician an amount equal to the amount paid to the City medical examiner, and the employee shall be responsible for paying any additional amounts required beyond the City's contribution.

SECTION 39 – SEVERANCE

Executive Management employees in classifications listed in Exhibit A are considered "At Will" and may be terminated at any time without cause. The City shall pay the employee a lump sum cash severance payment equal to two (2) months base salary.

If the City Manager terminates the employee's employment with cause, the employee shall not be entitled to any severance. "Cause" shall mean any of the following:

a) Conviction of a felony;

b) Conviction of a misdemeanor arising out of Employee's duties and involving a willful or intentional violation of law;

c) Willful abandonment of duties;

d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council or persistent and willful violation of properly established rules and procedures; and

e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, or is detrimental to employee safety or public safety.

Severance pay shall not be required if the employee voluntarily separates from the City.

SECTION 40 – CITY COUNCIL BENEFITS

Members of the City Council shall be eligible to receive retirement, health and welfare, automobile allowance, cell phone allowance, deferred compensation, and other benefits provided for in this Compensation plan to the extent consistent with Government Code Sections 36516, 36516.5 and 53200 *et seq.* and any other applicable legal requirement

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Assistant City Engineer	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Associate Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Associate Plan Check Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Building and Safety Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Code Enforcement Supervisor	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Community Services Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Economic Development Administrator	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Facilities Maintenance Supervisor	797	41.11	7,126	85,509	43.14	7,478	89,731	45.34	7,859	94,307	47.57	8,246	98,946	49.97	8,662	103,938	51.47	8,922	107,058
Facilities and Parks Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Finance Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Fleet Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Fleet Maintenance Supervisor	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Homeless Outreach Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Human Resources Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Operations Manager	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Planning Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Principal Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Principal Plan Check Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Public Works Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Purchasing Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Sewer Services Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sr. Human Resources Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Sr. Management Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Street Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sustainability Manager	818	68.60	11,891	142,688	72.02	12,484	149,802	75.56	13,097	157,165	79.28	13,742	164,902	83.17	14,416	172,994	85.67	14,850	178,194
Visit Buena Park Director	815	63.81	11,060	132,725	66.94	11,603	139,235	70.21	12,170	146,037	73.69	12,773	153,275	77.31	13,400	160,805	79.63	13,803	165,630
Visitor Services and Sales Manager	782	28.39	4,921	59,051	29.80	5,165	61,984	31.28	5,422	65,062	32.87	5,698	68,370	34.49	5,978	71,739	35.52	6,157	73,882
Water Services Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Assistant City Engineer	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Associate Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Associate Plan Check Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Building and Safety Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Code Enforcement Supervisor	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Community Services Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Economic Development Administrator	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Facilities Maintenance Supervisor	797	43.17	7,483	89,794	45.30	7,852	94,224	47.61	8,252	99,029	49.95	8,658	103,896	52.47	9,095	109,138	54.04	9,367	112,403
Facilities and Parks Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Finance Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Fleet Maintenance Superintendent	806	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Fleet Maintenance Supervisor	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Homeless Outreach Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Human Resources Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Operations Manager	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Planning Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Principal Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Principal Plan Check Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Public Works Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Purchasing Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Sewer Services Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sr. Human Resources Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Sr. Management Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Street Maintenance Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sustainability Manager	818	72.03	12,485	149,822	75.62	13,108	157,290	79.34	13,752	165,027	83.24	14,428	173,139	87.33	15,137	181,646	89.95	15,591	187,096
Visit Buena Park Director	815	67.00	11,613	139,360	70.29	12,184	146,203	73.72	12,778	153,338	77.37	13,411	160,930	81.18	14,071	168,854	83.61	14,492	173,909
Visitor Services and Sales Manager	782	29.81	5,167	62,005	31.29	5,424	65,083	32.84	5,692	68,307	34.51	5,982	71,781	36.21	6,276	75,317	37.30	6,465	77,584
Water Services Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 5, 2025

		Minimum			Control Point			Maximum		
Executive Management	**Grade**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**
Assistant City Manager/Director of Human Resources	101	213,054	17,755	102.43	255,653	21,304	122.91	268,445	22,370	129.06
Director of Community Development	103	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Community Services	105	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Finance / Treasurer	103	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Public Works / City Engineer	112	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Minimum			Control Point			Maximum		
Executive Management	**Grade**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**
Assistant City Manager/Director of Human Resources	101	223,704	18,642	107.55	268,445	22,370	129.06	281,861	23,488	135.51
Director of Community Development	103	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Community Services	105	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Finance / Treasurer	103	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Public Works / City Engineer	112	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES. The establishment of salary ranges and the allocation of classes thereto shall be by Resolution of the City Council.

Full-time Regular, Probationary, Provisional, Temporary and Acting Appointments. An employee having a regular, probationary, or acting appointment that is on a full-time basis, shall be compensated at a biweekly rate as determined by the City Manager, subject to the provisions of this Resolution.

C. RESPONSIBILITIES OF CITY MANAGER. At least annually, the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range for each class for which the City Manager is appointing authority. In determining salary ranges, consideration shall be given to both base pay, fringe benefits, and working conditions.

D. STRUCTURE OF THE COMPENSATION PLAN. The Compensation Plan consists of salaries for each class as shown in Exhibit "A" designated as Management Salary Schedule.

E. EXECUTIVE MANAGEMENT SALARY RATES AND PAY STRUCTURE. The basic structure of the Executive Management pay plan includes a minimum point, control point, and maximum point. The control point is a point in the salary range which has been determined through the application of labor market data and internal relationship guidelines. Progression from the minimum point to the control point is based upon performance only.

1. Salary ranges are established as follows:

Salary ranges should consist of a spread of approximately 25 percent with a control point established 20 percent into the range. Specifically:

a. The control point of a range should be set to that salary level established through the application of labor market data and internal relationship guidelines.

b. The minimum point of the range shall be set 20 percent below the control point (i.e., control point divided by 1.20).

c. The maximum point of the range should be set 5 percent above the control point (control point multiplied by 1.05).

d. A 2-1/2% differential has been established between control points of the ranges.

2. Pay Increases within the Range. In providing pay increases within the salary range, the following administrative guidelines will be applied:

   Salary increases within the range for employees in an existing job classification may be based on general, merit, or equity increases.

   a. New Department Head employees may be appointed anywhere in the salary range.

   b. Department Heads are eligible for a pro-rata salary increase after completion of six months of service given acceptable work performance. This increase shall be made only if recommended and approved by the City Manager.

   c. Any Department Head who demonstrates acceptable performance would normally progress to the control point over time, with salary increases awarded flexibly within the range at the City's discretion.

   d. Employees at control point will be handled on a case by case basis.

   e. Merit adjustments should be granted based on the employee's job performance, with high achievers receiving proportionately larger pay increases. Job performance below acceptable standards may result in an employee not receiving a merit increase, or receiving a deferred increase, regardless of the employee's placement within the salary range.

   f. As an employee moves from one range to another by promotion, reclassification or transfer, he/she shall be placed within the new range at no less than 5% above current salary. Actual placement shall be at the discretion of the City Manager.

   g. Adjustments shall be considered on an annual basis. Progression to the control point is based solely upon performance.

F. <u>COMPENSATION PROCEDURE MID-MANAGEMENT.</u>

1. The Salary Schedule for mid-managers is divided into five steps or salary rates. Step "1" is designated as an "entry level" step; the four additional steps are numbered "2" through "5".

2. Each class of position in management is designated to the proper Range Number in the Salary Schedule as shown in Exhibit "A".

3. In General. Except as otherwise provided herein, all new employees shall be appointed at the entry level step of the salary range in effect for the class in which the appointment is made.

4. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 5, when it is determined that equity among employees and the interests of the city will best be served.

5. Employees are eligible to progress to the second and to the third steps after completing six (6) months of service at the preceding step. These salary increases are awarded in recognition of good performance and as an incentive for continued work improvement. These increases shall be made only if recommended by the Department Head and approved by the City Manager.

6. Employees are eligible for additional salary increases to the fourth and fifth steps after completion of one year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement.

G. COMPENSATION UPON PROMOTION. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent.

H. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall have the salary rate, at the time of demotion, reduced to the nearest lowest salary rate of the class of position to which the employee is demoted. The demoted employee shall not be required to serve a probation period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who requests demotion shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

I. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the employee's new salary

rate upon reassignment to that position, and the employee shall earn eligibility to receive subsequent merit salary advancements in accordance with the rules.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of the reassignment to that class shall be the employee's new probationary anniversary date and the employee shall be required to serve a probation period.

J. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class with Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the section on compensation upon promotion.

3. Class with Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. The employee shall be temporarily "Y" rated until at such time the salary within the lower class meets or exceeds the employee's "Y" rated salary. The employee shall not be required to serve a new probation period.

K. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

L. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

M. CHANGES IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same rate in the new range as the employee was receiving in the previous range, and the employee's salary review date shall not change.

N. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to

serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.

3. Acting appointments shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

   The City Manager must approve all such appointments meeting the criteria set forth in this paragraph.

O. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class, the employee's probation period shall commence with the date of his provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

P. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and the employee's request, and the Department Head shall promptly forward the statement and the request, and the Department Head's written recommendation to the City Manager.

Q. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

   Authorized leaves of absence without pay in excess of thirty (30) calendar days shall be deducted in computing an employee's total City Service for advancement in salary range and for other purposes specified in this Resolution but shall not serve to interrupt the employee's continuous service.

R. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

S. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A “relative” is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An “employee” is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Council Member, the City Manager, or employees of the Human Resources Department shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member of department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties, share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council Members, the City Manager, Human Resources staff, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty percent (20%) of the compliment of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee or identical salary) that would not be in violation of this policy.

If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the Policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion , color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

    1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

    2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

    3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

    4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

    1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

    2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

    3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment

can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

B. Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those

who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

   1. Immediate supervisor;
   2. Any supervisor or manager within or outside of the department;
   3. Department Head; or
   4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

   1. Inform the complainant of his or her right to initiate the complaint.

   2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

   3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard

- Ehlers Event Center
- Stage Stop Hotel

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City’s Personnel Rules and Regulations, up to and including termination.

10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected from a list of advisory arbitrators from the California State Mediation and Conciliation Service (SMCS). The City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the employee, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the employee is $2,000.

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(j) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now

or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a de novo hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

June 24, 2025
NEW BUSINESS
Item No. 5G.

City Council Agenda Report

AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND POLICE CHIEF FRANK E. NUNES

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an Amended and Restated Employment Agreement between the City of Buena Park and Police Chief Frank E. Nunes; and, 2) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On June 24, 2025, the City Council took action on a cost-of-living adjustment for general management employees in the amount of five percent plus a three percent market adjustment effective July 5, 2025, and an additional five percent effective July 4, 2026. The City Manager and the Police Chief entered into discussions to amend and restate the employment agreement to continue service in support of the City. The City Manager and Police Chief desire to extend the agreement, set the Police Chief's base compensation through July 2, 2027, and apply to the Police Chief similar fringe benefit adjustments provided to the executive management and police management employees for the 2025-2027 fiscal years.

In an effort to maintain internal equity and improve pay compression concerns with subordinate employees, the City Manager and the Police Chief have agreed to provide the Chief with a similar Retiree Medical Account (RMA) as outlined in the Police Management Association MOU and convert sick leave balances over 480 hours to a RMA at the employee's base pay rate at retirement, except as outlined in the attached Employment Agreement.

BUDGET IMPACT

The salary increase will be included within the proposed FY 2025-2027 Budget. No additional funding is requested. These changes comply with the authorization provided by the City Council.

Attachments

police chief Nunes agreement 2025-27 (Amended and Restated 06.24.25).pdf

AMENDED AND RESTATED POLICE CHIEF EMPLOYMENT AGREEMENT

BETWEEN THE CITY OF BUENA PARK AND FRANK NUNES

This Amended and Restated Employment Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the CITY OF BUENA PARK, a municipal corporation (hereinafter referred to as "City") and FRANK NUNES, an individual (hereinafter referred to as "Chief"). At times herein the City and Chief are jointly referred to as the "Parties."

WITNESSETH

A. Recitals.

(i) It is the desire of the City Manager of City to retain Chief as its Police Chief of the Buena Park Police Department and to provide certain benefits and establish certain conditions of employment and set working conditions of the Chief.

(ii) Chief desires to retain employment as Police Chief of the Buena Park Police Department and is willing to do so on the terms and conditions set forth hereinafter.

(iii) City and Chief wish to enter into this Amended and Restated Agreement that sets forth the rights and obligations of the Parties and that will supersede all prior negotiations, discussions, or agreements.

B. Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Commencing July 5, 2025, and until this Agreement is terminated by either party as described herein, City does hereby employ Chief as Police Chief for the Buena Park Police Department, and Chief does hereby agree to be employed as and to discharge the duties and obligations of that position in accordance with the related provisions of the Buena Park Municipal Code, all Ordinances and Resolutions of the City, and applicable provisions of state and federal law and regulations.

2. Chief shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Chief shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with Chief's duties and responsibilities to City. Chief shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

3. In consideration thereof, City shall pay Chief a salary as reflected in the table below at the beginning of the pay period that includes the effective date. The salary may be prorated and paid on City's normal paydays, subject to legally permissible or required withholding. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustment effective July 5, 2025, and July 4, 2026, for all employee associations. Chief shall be exempt from the overtime pay provisions of California law (if any) and federal law:

(a) Chief's salary:

EFFECTIVE DATE	BASE SALARY (Monthly)	BASE SALARY (Annually)
7/5/2025	$23,112	$277,347.20
7/4/2026	$24,267	$291,200.00

(b) Chief's base salary shall be adjusted for cost of living adjustments (COLA) whenever it is granted to the City's executive management unit.

(c) In addition to the base salary as set forth above in this Agreement, Chief shall receive all fringe benefits provided under the Police Management Association Memorandum of Understanding (MOU), except as expressly modified in subsection (d) and (e) below. Chief shall be entitled to retirement health benefits at the same level as Police Management personnel hired before July 1, 1999.

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive an additional three percent of base salary.

b. Educational Incentive: Master's Degree - Employee shall receive an additional ten percent of base salary.

(e) City shall provide Chief with the Retiree Medical Account (RMA) as outlined in the Police Management Association MOU, except as follows:

1. Chief may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into an RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.

2. Chief must have a minimum of 480 hours of sick time on the books at the time of retirement;

3. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

   The City will convert sick leave balances over 480 hours to a RMA at the employee's base hourly rate at retirement. This rate is fixed and will not increase over time. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

4. The balance of sick leave hours will be converted on the following basis:

480 - 1000 hours	- 60% of the value of all unused sick leave based on the employee's base rate at retirement.
1000 - 1500 hours	- 80% of the value of all unused sick leave based on the employee's base rate at retirement.
1500 - 1750 hours	- 100% of the value of all unused sick leave based on the employee's base rate at retirement.

5. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.

6. The amount of unused sick leave placed into the RMA will be converted into cash at the employee's base rate at the time of retirement, and used to offset/defer costs associated with medical premium rates;

7. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.

8. The City Manager reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a

case by case basis, and will not be determined to be a past practice or official policy of the City.

9. Sick leave may continue to accrue without limit. However, the maximum Chief may bank upon retirement for the RMA is limited to 1,750 hours, as described above.

f) City shall provide Chief the use of a City-owned vehicle for personal and business use. City shall provide all maintenance, repairs, fuel, and insurance necessary for operation of said vehicle.

g) The Chief shall continue to pay the full nine percent (9%) cost of the CalPERS member contribution.

h) Chief shall take no more than ten (10) working days of vacation or leave at any given time without written approval by the City Manager. If the Chief requires more leave time than ten (10) working days, CHIEF shall provide City Manager with a minimum of 4 months prior notice.

i) Chief may not assign this Agreement in whole or in part.

j) City may terminate this Agreement at any time without cause. Should City so terminate this Agreement it shall do so on thirty (30) days prior written notice to Chief and shall pay Chief a lump sum cash severance payment equal to four (4) months base salary.

k) If City terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this agreement, cause shall mean any of the following:

(a) Conviction of a felony;

(b) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(c) Willful abandonment of duties;

(d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body or persistent and willful violation of properly established rules and procedures; and

(e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

l) In the event Chief voluntarily resigns his position with City, Chief shall give to City sixty (60) days written notice in advance, unless the parties agree otherwise. Nothing in this Agreement, however, shall prevent, limit, or otherwise interfere with the right of Chief to resign at any time from his position with City subject only to this provision.

m) City shall defend, hold harmless and indemnify Chief against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties and will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from to the extent specified in the California Government Code.

n) No amendments to this Agreement may be made except by a writing signed and dated by City and Chief.

o) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

p) Chief acknowledges that he has had the opportunity and has conducted an independent review of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the dates set forth below opposite the name of each such party.

CITY OF BUENA PARK

Date: _____ By: _____
Aaron France, City Manager

POLICE CHIEF

Date: _____ By: _____
Frank E. Nunes, Police Chief

ATTEST:

_____ (Seal)
Adria M. Jimenez, City Clerk

June 24, 2025
NEW BUSINESS
Item No. 5H.

City Council Agenda Report

AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS/CITY CLERK ADRIA M. JIMENEZ

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an amended and restated employment agreement between the City of Buena Park and Director of Government and Community Relations/City Clerk Adria M. Jimenez; and, 2) Authorize the Mayor and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On June 24, 2025, the City Council took action on a cost of living adjustment for general management employees in the amount of five percent (5%) plus a three percent (3%) market adjustment effective July 5, 2025, and an additional five percent (5%) effective July 4, 2026. The City Council and the Director of Government and Community Relations/City Clerk entered into discussions to amend and restate the employment agreement to continue service in support of the City. The City Council and Director of Government and Community Relations/City Clerk desire to extend the agreement, set the Director's base compensation through July 2, 2027, and apply to the Director similar fringe benefit adjustments provided to the executive management employees for Fiscal Years 2025-26 and 2026-27.

In addition, the City Council desires to clarify that the Director is to receive the same fringe benefits provided to other full-time management employees of the City, as provided in the City's Compensation Plan for management and executive unit employees and which includes provisions for Longevity Pay and Educational Incentive Allowance.

BUDGET IMPACT

The salary increase is included within the proposed FY 2025-2027 Budget. No additional funding is requested. These changes comply with the authorization previously provided by the City Council.

Attachments

City Clerk Jimenez agreement 2023-27 (Amended and Restated 06.24.25) Final.pdf
MGMT MOU 2025.06 Final Draft.pdf

AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS (CITY CLERK) BETWEEN THE CITY OF BUENA PARK AND ADRIA M. JIMENEZ

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of June 24, 2025, by and between the City of Buena Park, a California municipal corporation ("City" or "Employer"), and Adria M. Jimenez, an individual ("Employee").

R E C I T A L S

A. Employee has been continuously employed by the City since June 5, 2017, with Employee being employed in the capacity of City Clerk between her date of hire and June 24, 2023, and with Employee being employed in her current capacity as Director of Government and Community Relations (City Clerk).

B. Employee has demonstrated that she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve as Director of Government and Community Relations (City Clerk).

C. City desires to change the Job Classification Specification title and to retain the services of Adria M. Jimenez as Director of Government and Community Relations (City Clerk) since June 24, 2023.

D. City and Employee wish to enter into an amended and restated employment agreement that sets forth the rights and obligations of the parties, and to clarify that, in her capacity as Director of Government and Community Relations, Employee is to receive the same fringe benefits provided to other full-time management employees of City, as provided in the City's Compensation Plan for management employees and which includes provisions for Longevity Pay and Educational Incentive Allowance.

E. This Agreement will supersede all prior negotiations, discussions, or agreements between City and Employee.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. TERM OF EMPLOYMENT. The term of this Agreement shall be deemed to have commenced on June 24, 2023, and shall remain in effect unless sooner terminated as provided in this Agreement.

2. DUTIES AND AUTHORITY. Employee shall exercise the full powers and perform the duties of: (a) the Office of City Clerk, as such role is described in the Buena Park City Code and applicable rules, regulations, and procedures; and (b) of the Director of Government and Community Relations (City Clerk), as such role is described by local rules, regulations, and procedures. Employee shall additionally exercise such other powers and perform such other duties as City, by the City Council, may assign. Employee shall exercise such authority and perform such duties in accordance with all applicable local, state, or federal laws, as each currently or may in the future exist.

3. EMPLOYEE'S OBLIGATIONS. Employee shall devote her full energies, interest, abilities and productive time to the performance of this Agreement, and utilize her best efforts to promote City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with her duties and responsibilities to City. Employee shall obtain prior authorization from the City Council for any outside employment, consulting, teaching, or enterprise.

4. SALARY AND BENEFITS.

A. Base Salary.

(1) Base Salary Schedule. From the effective date of this Agreement, City shall pay Employee an annual salary as reflected in the table below, consistent with the Management Compensation Plan, at the beginning of the pay period that includes the effective date. The annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholdings. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustments effective June 24, 2023, June 22, 2024, July 5, 2025, and July 4, 2026, for management employees. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

Effective Date	Annual Salary	Monthly Equivalent
6/24/2023	$200,616.00	$16,718
6/22/2024	$221,166.40	$18,431
6/21/2025	$232,232.00	$19,353
07/05/2025	$252,366.40	$21,031
07/04/2026	$264,992.00	$22,083

(2) The position of Director of Government and Community Relations shall be designated as a direct appointment by the City Council. As such, this position shall serve at the pleasure of the City Council and report directly to it. In recognition of the unique responsibilities and direct accountability to the City Council, the Director of Government and Community Relations shall receive a monthly salary supplement in the amount of one hundred dollars ($100.00) above the base compensation provided to other executive-level employees of the City. This differential acknowledges the special nature of the appointment and the role's strategic importance in managing governmental and community affairs on behalf of the City Council and is included in the base salary schedule listed above.

(3) Management Salary Adjustments. Employee shall receive future general cost of living adjustments and other salary and benefit adjustments granted for

other management employees only as made expressly applicable to Employee by action of the City Council. Employee shall be subject to any wage or salary concession generally applicable to management employees of City only if expressly applicable to Employee by action of the City Council or as agreed to by Employee. Salary concessions include salary reductions, furloughs or any other wage concession generally applicable to management employees.

B. Employment Benefits.

(1) Fringe Benefit Package. In addition to base salary and except as expressly provided in this Agreement, Employee shall receive the same fringe benefits currently provided to other full-time management employees of City, as provided in the City's Compensation Plan for management and executive unit employees that is in effect as of the effective date of this Agreement and attached in Exhibit "A" hereto. Such fringe benefits shall be subject to the terms and conditions of the applicable plan, policy or other controlling documents. In the event a benefit has different terms for executive management and any other group of management employees, the executive management benefit shall apply to Employee.

(2) Incentive Pays: Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive longevity pay at the same rate that is granted to other management employees.

b. Education Incentive: Employee shall receive education incentive pay at the same rate that is granted to other management employees.

(3) CalPERS Employee Contributions. Contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall pay the entire employee contribution under the City's Public Employees' Retirement System (CalPERS) plan for miscellaneous employees. In the event City implements wage or salary concessions that are in-lieu of a requirement for management employees to pay some or all of the employee contributions, Employee will not be subject to such wage or salary concessions and contrary terms of Section 4, Paragraph A(2), above, shall not apply. This paragraph has no effect on provisions of the Compensation Plan for management employees requiring employees to pay a portion of the CalPERS employer contribution.

(4) Vacation and Management Leave Additional Terms. Employee shall earn vacation and sick leave each month as if the Employee has five years or more of service. Employee may accrue vacation leave up to a maximum of that earned in two years. Once Employee reaches the maximum accrual limit, Employee shall earn no additional vacation until her accrued balance falls below the maximum accrual limit. Upon termination of employment (including retirement) Employee shall receive cash payment

for all accrued and unused vacation, not to exceed the maximum accrual limit. (The base hourly rate for purposes of the cash payment at termination shall be determined in the manner City normally uses at that time to convert salary amounts to an hourly rate.) Any contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall not be eligible for management or executive management leave beyond the basic grant of 60 hours per fiscal year given to all management employees.

(5) Vacation and Sick Leave Scheduling. Employee may schedule and use vacation time at her discretion, with due regard for the demands of her position and the needs of the City. Employee shall notify the City Council in writing before taking more than five consecutive working days of vacation time, pre-scheduled sick leave, or otherwise being voluntarily absent from work for such period. Any requirement for department head or City Manager approval stated in the vacation or sick leave programs are not applicable to Employee.

(6) Cellular Phone. City shall provide Employee with a cellular telephone and service plan for both personal and professional use. The cell phone and service plan may be changed in the future in the same manner as is applicable to other management employees receiving City provided cell phones and plans.

(7) Expenses. City recognizes that Employee may incur certain expenses of a non-personal and job related nature. City agrees to reimburse or to pay such business expenses, which are incurred and submitted according to City's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

(8) Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of her employment as City Clerk.

5. EVALUATIONS. Employee shall report to and may be evaluated by the City Council. Employee's performance shall be reviewed every twelve (12) months. Employee will request and schedule such reviews, as appropriate pursuant to City agenda procedures or as otherwise directed by City Council. Nothing in this paragraph is intended to limit additional interim evaluations or review or to limit the normal communications process between the City Council and Employee.

6. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

7. AT-WILL EMPLOYMENT RELATIONSHIP.

A. Consistent with California Government Code Section 36506, Employee is appointed by and serves during the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement and the employment of Employee, with or without cause; provided however that City shall take no action to terminate services of Employee within ninety (90) days after an election at which members are elected to the City Council. City shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except for payment of benefits as provided under Section 4 accrued prior to the effective date of termination and severance payments as provided under Section 8 below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign or retire from her employment with City (terminating this Agreement), subject only to Employee providing thirty (30) calendar days prior written notice to Employer.

8. SEVERANCE.

A. If Employer terminates this Agreement (thereby terminating Employee's Employment), without cause, it shall do so upon thirty (30) days prior written notice to Employee and Employer shall pay Employee a lump sum severance benefit calculated as provided in this paragraph. On the effective date of this Agreement, the lump sum severance shall be equal to four (4) months of Employee's then applicable base salary. The applicable base salary shall be Employee's base salary in effect on the effective date of termination.

B. If City terminates this Agreement (thereby terminating Employee's Employment), with cause, Employee shall not be entitled to any severance. As used in this Agreement, cause shall mean any of the following:

(1) Conviction of a felony;

(2) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(3) Willful abandonment of duties;

(4) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent and willful violation of properly established rules and procedures; and

(5) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

C. If Employee terminates this Agreement as provided in Section 7.B above, (thereby terminating all of Employee's Employment), Employee shall not be entitled to any severance.

D. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

9. INTEGRATION OF AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10. METHOD OF AMENDMENT. No amendments to this Agreement may be made except by a writing signed and dated by City and Employee.

11. NOTICES. Any notice to City under this Agreement shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Manager at the City's then principal place of business. A courtesy copy shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at her home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Article.

12. GENERAL PROVISIONS.

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. This Agreement sets forth the final, complete, and exclusive agreement between City and Employee relating to the employment of Employee as City Clerk by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, her employment is subject to City's generally applicable rules and policies pertaining to employment matters,

such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

D. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

_____
ADRIA M. JIMENEZ

CITY

By:_____
JOYCE AHN, MAYOR
CITY OF BUENA PARK

ATTEST:

_____ (Seal)
Anna Almquist, CMC
Assistant City Clerk

July 5, 2025 – July 2, 2027

CITY OF BUENA PARK MANAGEMENT UNIT

COMPENSATION PLAN

NO. 25-27

ADOPTED___ RESOLUTION NO. ___

COMPENSATION PLAN
BUENA PARK MANAGEMENT UNIT

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SECTION 1 – TERM

This Compensation Plan shall be effective as of midnight on July 5, 2025.

PAY

SECTION 2 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay range as shown in Exhibit A.

SECTION 3 – SALARY SCHEDULE AND INCREASES

A. The schedule of base pay rates is contained in Exhibit A.

B. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

C. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill Management and Executive classifications:

D. All classifications in Exhibit A – Salary Schedule shall add a new Step 6 that is 3% above the current Step 5 within the pay schedule effective July 5, 2025. *

* Note: Employees at Step 5 for 12 months or more shall immediately progress to Step 6. Other employees will move to Step 6 according to normal step progression and the annual performance evaluation process.

“Me Too” Clause: If during the effective period of this agreement, the City Employees Association receives a salary adjustment increase in a greater amount than the terms included in this agreement, the employees in this unit shall receive the same salary adjustment increase at the same time.

SECTION 4 – BILINGUAL PAY

Level I – Basic Bilingual Skills Pay – With City Manager or designee approval, an employee shall receive an additional $50 per month if the following conditions are met:

A. The employee passes a qualifying examination administered by Human Resources.

B. The employee uses bilingual skills as required by the City.

Level II – Advanced Bilingual Skills Pay – With City Manager or designee approval, an employee shall receive an additional $165 per month if the following conditions are met:

A. The employee passes an advanced-level interpretation skills-based examination administered by Human Resources to demonstrate competency in American Sign Language, Korean, or Spanish only.

B. The employee must be expected to translate and interpret a wide variety of difficult, sensitive, and highly-complex written and spoken Citywide communications, including materials and matters of a highly sensitive or technical nature and with a high consequence of error in English and American Sign Language, Korean, or Spanish.

C. The employee may be expected to perform these services at City Council Meetings, Town Hall or Community Meetings, or with special dignitaries (i.e. Sister City program) as needed.

SECTION 5 – LONGEVITY PAY

The City agrees to implement a longevity pay program to be administered in the following manner:

A. An employee with 12-19 years of current continuous City service shall receive an additional two (2) percent of base salary.

B. An employee with 20 years or more of current continuous City service shall receive an additional three (3) percent of base salary.

SECTION 6 – COMMERCIAL VEHICLE OPERATOR LICENSE

In the best interest of the City, as determined by the Director of Human Resources, an employee who has a State of California commercial vehicle operator license shall receive an additional $75 per month for Class B and $150 per month for Class A licenses. Such employees are subject to the provisions of the City's Drug and Alcohol policy, which includes, but is not limited to, post-accident testing, random testing, reasonable suspicion testing, and return-to-duty/follow-up testing.

SECTION 7 – EDUCATION PROGRAM

A. <u>REIMBURSEMENT.</u> An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

1. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a "Request for Educational

Reimbursement" form to the department head along with a copy of the official transcripts and receipts for the total cost of the course.

Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed a maximum of $5,000 per calendar year for tuition, transportation costs where appropriate, registration fees, and related expenses necessary for completion of the course. The cost of books required for the course shall be reimbursed at actual cost; this reimbursement is not part of the $5,000 maximum described above.

2. Reimbursement will only be given for coursework completed within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

3. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATION LOAN PROGRAM. The City will make available an interest-free loan program for employees who desire financial assistance with tuition, books enrollment fees, administration fees and related expenses. The annual maximum amount of each loan, shall be:

1. Undergraduate degree candidates may borrow up to the University of California (U.C.) rates for undergraduate tuition (currently up to $11,220 per school year).

2. Graduate degree candidates may borrow up to the U.C. rates for graduate school tuition (currently up to $14,960 per school year).

Employees must provide proof of admission, proof of enrollment, and proof of registration at the time of loan request.

Education loans shall be repaid via no more than 26 biweekly payroll deductions which shall commence following approval of the loan. Only one education loan per employee may be in place at any time.

An employee utilizing this program is eligible for the City's education reimbursement program, subject to the provisions set forth in this Section.

C. EDUCATIONAL INCENTIVE ALLOWANCE. An employee with a job-related (as determined by the City) degree or certificate from an accredited educational institution shall receive an additional allowance as follows:

- Associate of Arts Degree $100 per month

- Bachelor of Arts Degree $150 per month
- Master's or Ph.D. Degree $200 per month

Special Certificates:
- 10 or more semester units $30 per month
- 20 or more semester units $60 per month

No employee may receive more than one Educational Incentive benefit at one time.

SECTION 8 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT PROGRAM

All Management unit employees, after successful completion of their initial probationary period, shall be reimbursed up to a maximum of five hundred dollars ($500) per calendar year for professional and personal development on a prorated basis.

As determined by the Director of Human Resources, approved professional development expenditures may include costs incurred for job-related in-state or out-of-state classes, events, or seminars not paid for by the City; job-related software, books, reference publications, or other educational materials; or job-related professional organizations which promote the health and professional development of the Unit member and promote the best interests of the City.

SECTION 9 – SAFETY SHOES

A. The City shall provide a safety shoe program for employees who perform significant fieldwork as part of their normal and customary job duties.

B. The City shall pay up to $60.00 every two years, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Assistant City Engineer
- Associate Engineer
- Associate Plan Check Engineer
- Building and Safety Manager
- Operations Manager
- Planning Manager
- Principal Engineer
- Principal Plan Check Engineer

C. The City shall pay up to $250.00 on a per fiscal year, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of

Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Code Enforcement Supervisor
- Facilities Maintenance Supervisor
- Fleet Maintenance Superintendent
- Fleet Maintenance Supervisor
- Sewer Services Superintendent

D. The City shall pay up to $250.00 every two years, through a direct purchase from the City selected vendor, for safety shoes which comply with the current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Facilities and Parks Maintenance Superintendent
- Street Maintenance Superintendent
- Water Services Superintendent

E. An employee who purchases safety shoes through this program shall wear such safety shoes while working outside of an office environment, in compliance with Cal/OSHA regulation, Title 8, Section 3385. The City Manager and/or his designee shall have discretion as to the need and necessity of the safety shoe purchase.

SECTION 10 – UNIFORM ALLOWANCE

A. The City shall provide a work uniform to an employee who is required to wear a uniform by the department head and shall provide a City-paid cleaning service for such uniforms.

B. The City agrees to continue to provide uniform cleaning service for employees who currently receive it.

C. The monetary value for such purchase, rental, and maintenance of the required clothing which is a ready substitute for personal attire (uniform) shall be reported to the California Public Employees' Retirement System (CalPERS) as compensation as required by law. The annual retirement contribution shall be based on the stated amounts for the term of the Compensation Plan listed in Section 15 Public Employees' Retirement System. Any additional tax liabilities are borne solely by the employee.

SECTION 11 – CELL PHONE ALLOWANCE

The City shall provide a $50 per month stipend to management employees who have been authorized by their department head to use a personal cellular telephone or smartphone device for conducting official City business. The employee's department head has full discretion to approve or deny a stipend request based on the expectation

that the employee will use the personal cell phone for City business and that the employee will respond when called or texted.

SECTION 12 – VEHICLE ALLOWANCE

Incumbents of the following classifications shall receive $400 per month for the use of a personal vehicle on City business:

1. Assistant City Manager/Director of Human Resources
2. City Clerk
3. Director of Finance/City Treasurer
4. Director of Community Development
5. Director of Community Services
6. Director of Government and Community Relations (City Clerk)

Each employee receiving this allowance shall have a personal vehicle at his/her work site each day he/she works, and shall use that vehicle on City business. For business trips more than 25 miles one-way from City Hall, the employee may use a City pool car or be reimbursed at the IRS rate for travel beyond the first 50 miles. An employee who uses rail transit for meetings or conferences (not commuting) shall be reimbursed for the cost of such transit.

City pool cars may be used in situations where a private vehicle may be endangered, e.g., fire, flood, or earthquake.

SECTION 13 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

SECTION 14 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

B. Qualifying dependents are natural born children, adopted children, step children, and/or parent-children relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate of overtime, benefits, or any other purpose.

RETIREMENT

SECTION 15 – PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

	Government Code Section
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 2.5% at 55 – Full Formula	21354.4
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 60 – Full Formula	21353
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	7522.32
2. Military Service Credit as Public Service	21024
3. 2% at 62 – Full Formula	7522.20

4. Fourth Level of 1959 Survivor Benefit 21574

5. Pre-Retirement Optional Settlement 2 Death Benefit 21548

E. CONTRIBUTIONS.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer costs.

SECTION 16 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law shall be the responsibility of the employee, and shall be paid in full by the employee and the City shall not be obligated to pay or “pick-up” any portion thereof.

INSURANCE

SECTION 17 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contribution.

SECTION 18 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,114
• Employee & One Dependent	$1,708
• Employee & 2 + Dependents	$2,240

For coverage effective:	July 1, 2026
• Employee Only	$1,164
• Employee & One Dependent	$1,808
• Employee & 2 + Dependents	$2,390

Retirees

• Retiree Only	$160.00
• Retiree & 1 Dependent	$308.00
• Retiree & 2 + Dependents	$331.00

2. Persons Hired On or After July 1, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,114
• Employee & One Dependent	$1,708
• Employee & 2 + Dependents	$2,240

For coverage effective:	July 1, 2026
• Employee Only	$1,164
• Employee & One Dependent	$1,808
• Employee & 2 + Dependents	$2,390

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999 is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree.*
- *For coverage effective January 1, 2026: $162.00/month per retiree.*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria Plan, or receive a cash payout. For example, an employee with two or more dependents is entitled to a maximum monthly contribution of $2,240 per month. If he/she has a health insurance plan which costs $2,131.06 per month, the employee is entitled to $108.94 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout. However, Council members who elect to waive the City's health insurance must apply the City's monthly contribution to his/her deferred compensation account.

   The City Contributions shall be $839.00 per month.

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS Contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical

insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one (2:1). This provision will be coordinated with the Sick Leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds from the SRA.

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then-hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.

    b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit, and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active employee and/or

at the base pay rate of withdrawal for the retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999, who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

SECTION 19 – DENTAL INSURANCE

A. The City shall continue to provide the current dental program for both employees and their eligible dependents under the age of 26.

B. Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

C. Employees may switch plans only during the open enrollment period designated by the City.

D. PAYMENT OF PREMIUMS. Employees shall pay the amounts shown below. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

1. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
Employee Only	$3.00
Employee & 1 Dependent	$5.00
Employee & 2 + Dependents	$7.50

2. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
Employee Only	$10.00
Employee & 1 Dependent	$15.00
Employee & 2 + Dependents	$20.00

3. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

SECTION 20 – VISION INSURANCE

A. The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

B. Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

C. Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

SECTION 21 – LONG TERM DISABILITY INSURANCE

A. The City shall pay the entire premium for a City-owned long-term disability insurance policy affording coverage to each active employee.

B. The policy shall have a benefit waiting period of 60 calendar days of continuous disability. Any time after the expiration of the benefit waiting period, the employee may apply for this insurance and may use accrued leave pursuant to the City's policy thereon.

C. The maximum benefit for total disability shall be 66 2/3 of the eligible employee's basic monthly earnings as defined in the policy document, or $10,000 per month, whichever is less.

SECTION 22 – LIFE INSURANCE

A. The City shall provide group term life insurance (including accidental death and dismemberment) for each employee (either full-time or part-time) in the amount of one times (1x) the employee's basic annual earnings to a maximum of $200,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City. The City will provide group term life insurance (including accidental death and dismemberment) for each City Council member in the amount of $50,000.

B. The City shall provide group term life insurance (including accidental death and dismemberment) in the amount of $1,500 for each employee's:

1. legal spouse or registered domestic partner, and/or

2. children under the age of 26.

SECTION 23 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion and Health Care Spending and Dependent Care Accounts.

B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City will consult with employees prior to increasing any deduction from employees for any plan year.

C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

SECTION 24 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Compensation Plan, provided that the benefits of the employees shall be substantially the same prior to implementation of this Compensation Plan.

B. If, during the term of this Compensation Plan, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

SECTION 25 – HOLIDAYS

A. The following dates, and such other days or portion of days as may be designated by motion of the City Council, shall be observed as paid.

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

B. In addition to the above, two floating holiday per fiscal year may be earned by Mid-Management Group Employees (Executive Management Group Employees are not eligible). This floating holiday shall be designated by the employee and requires management approval, in advance, before it is taken. New hires must be employed for three months before becoming eligible for the floating holiday.

C. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on an off-Friday, the preceding Thursday shall be observed.

D. Holiday Closure. The City shall close the City Hall, City Yard, and Community Center facilities to the public during the holiday period between Christmas Eve and New Year's Day. During the closure, employees will have the option to use accrued Vacation, Management Leave, or Floating Holiday. Employees without sufficient accrued leave time to cover the holiday closure may borrow from future vacation accrual.

The City maintains the right to determine the essential services which still operate during this closure period.

SECTION 26 – VACATION LEAVE

A. ACCRUAL. Vacation leave shall accrue to each management full-time employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per month (6.667 hrs. per month)
Less than 2 years	90 hrs. vacation per year (7.5 hrs. per month)
Less than 3 years	100 hrs. vacation per year (8.333 hrs. per month)
Less than 4 years	110 hrs. vacation per year (9.167 hrs. per month
Less than 5 years	110 hrs. vacation per year (9.167 hrs. per month)
5 years to 10 years	120 hrs. vacation per year (10 hrs. per month)
10 years or more	160 hrs. vacation per year (13-1/3 hrs. per month)

B. ACCUMULATION. Accumulation of vacation leave in excess of that earned in two years is prohibited. All vacation leave exceeding the authorized accumulation shall be forfeited.

C. USAGE. Vacation leave taken shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take at least 40 hours of vacation each fiscal year.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the service and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for employees eligible for such holidays.

4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.

5. No employee shall be entitled to any vacation until completion of six (6) months of continuous service, with the exception of using Management Leave and Floating Holiday.

6. All usage of vacation and Management leave time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

1. Mid-Management - An employee may elect to convert up to 70 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year. Unused Management Leave may not be used for cash payment.

   Notwithstanding the above paragraph, an employee may convert up to a maximum of 80 hours of annual vacation leave into a cash payment as long as the employee has 240 hours, or more, of annual vacation leave "on the books" after the conversion.

2. Executive Management - An employee may elect to convert up to 80 hours of any combination of vacation and/or management leave into a cash payment at the employee's then-current rate of base pay.

   The maximum payment for those Executive Management employees receiving longevity pay shall be limited to 70 hours. However, an employee receiving longevity pay may convert up to a maximum of 80 hours of any combination of vacation and/or management leave into a cash payment as long as the employee has 240 hours or more of annual vacation leave "on the books" after the conversion.

   Notwithstanding the above paragraph, an executive manager who has completed his/her initial probation period with the City will receive Management Leave pay at separation at the employee's current rate of base pay for all unused Management Leave.

E. VACATION LEAVE PAY UPON SEPARATION. Upon separation, an employee will receive compensation at the current rate of base pay for all unused earned vacation up to and including the date of separation.

1. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation leave pay upon separation based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed a probation period in the classification from which the employee was promoted.

2. An employee who has not completed 6 months of continuous service shall not receive vacation leave pay upon separation.

F. CONTINUOUS SERVICE. For the purpose of computing years of service, an employee's continuous service shall be based on the effective date on which the employee received initial probationary appointment in the City service.

SECTION 27 – MANAGEMENT LEAVE

Management personnel are not eligible for paid overtime. Each employee shall receive 60 hours of management leave per fiscal year. Management leave must be taken by June 30th each year and no part of it may be carried over into the next fiscal year. Mid-management employees' unused management leave may not be used for cash payment.

Additional time may be granted by the employee's department head for time spent at required meetings and special events.

The definition of meetings and special events includes:

- City job-related emergencies.
- City Council meetings.
- City Commission or Committee meetings.
- Any meeting or special event approved in advance by the department head or his/her designee.

SECTION 28 – SICK LEAVE

A. ACCRUAL.

1. Each full-time employee shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Eligibility for Use of Sick Leave. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

3. Sick leave may also be used for a bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

   A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave may be used for sickness when all sick leave has been taken.

6. Sick leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for all of the following reasons:

   a. Disability or illness arising from compensated employment other than with the City of Buena Park.

   b. Leave of absence without pay.

   c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation of the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.

2. The employee has been continuously employed in the City service for at least one year.

3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

4. Prior to resuming duties, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that appropriate disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK PROGRAM.

1. To be eligible, an employee must have:

   a. 480 hours of accumulated sick leave as of the first pay period of July of the preceding year, and

   b. 480 hours of accumulated sick leave remaining after the cash out.

2. An employee who wishes to participate must file a written request with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The remaining hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be based at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Employees shall be compensated for unused sick leave at the time of honorable separation or retirement in accordance with the schedule below.

Years of Service	Maximum Sick Leave Hours Eligible for Payment Upon Retirement	Maximum Sick Leave Hours Eligible for Payment Upon Honorable Separation
5 – 10	20% of the value of the unused sick leave (i.e. 20% of 960 = 192 Max)	0
10 – 15	30% of the value of the unused sick leave (i.e. 30% of 960 = 288 Max)	30% of the value of the unused sick leave
15 – 20	40% of the value of the unused sick leave (i.e. 40% of 960 = 384 Max)	40% of the value of the unused sick leave
20 or more	50% of the value of the unused sick leave (i.e. 50% of 960 = 480 Max)	50% of the value of the unused sick leave

Employees may only accrue a maximum of 960 hours of sick leave for the purpose of this section. All payments shall be at the employee's base hourly salary rate in effect on the date of separation.

H. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of termination. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such termination, regardless of whether the employee subsequently reenters the City service.

SECTION 29 – BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

SECTION 30 – WORKERS COMPENSATION

A. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

   During this maximum 27-week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

B. After this maximum 27-week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including, but not limited to, accrual of vacation and sick leave, holiday pay, special assignment pay, education pay or payment of group insurance premiums. An employee may not use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

SECTION 31 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted the jury fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

SECTION 32 – OTHER LEAVES

A. LEAVE WITHOUT PAY. Upon written recommendation of the department head, the City Manager may authorize a leave of absence without pay for a period not to exceed 30 calendar days in a calendar year.

B. Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless

covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this Compensation Plan, but shall not serve to interrupt continuous service.

C. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting military leave shall present a copy of military orders to the department head prior to the beginning of the leave.

Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

SECTION 33 – PAY PERIODS

A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a federal holiday the payday shall fall on the preceding business day.

B. Direct Deposit. The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

SECTION 34 – HOURS OF WORK AND SCHEDULES

Unless otherwise prescribed in writing by the City Manager, the work week, work shift, and work schedule for each position shall be as follows:

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SHIFT. The work shift for all full-time positions scheduled on the “9/80 Work Plan” shall be nine hours a day for eight days, and eight hours for one day for a total of 80 hours in a two-week period.

C. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays, and holidays continuously on week days in accordance with the Alternative Work Schedule.

D. ALTERNATIVE WORK SCHEDULES. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for City Hall, Community Center, Ehler’s Event Center, the City Yard, and Stage Stop Hotel is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Management Unit and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

   Except in cases of emergency, the City shall provide two weeks notice to an employee of any changes in his/her work schedule.

SECTION 35 – SUBSTANCE ABUSE– DRUG POLICY

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees, and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and increased potential liability to the City. “Under the influence” means the knowing use of any illegal substance or alcohol or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

C. An employee, not on paid standby, who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. “Reasonable suspicion” is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is “under the influence” in that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources Department. The Human Resources Department shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

SECTION 36 – GRIEVANCE PROCEDURE

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point of origin.

4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee's most immediate supervisor, who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a verbal or written response within two working days.

2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the resolution at the initial or preceding step(s). However, the employee must notify the department head of the dispute in writing.

3. Should the dispute not be resolved by the department head to the satisfaction of both parties, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The decision of the City Manager shall be the final step in the Administrative process.

SECTION 37 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit F.

SECTION 38 – ANNUAL PHYSICAL EXAMINATION

Each employee is eligible for an annual physical examination by the City's medical examiner, or by a private physician upon written request to the Human Resources Department. The City will pay a private physician an amount equal to the amount paid to the City medical examiner, and the employee shall be responsible for paying any additional amounts required beyond the City's contribution.

SECTION 39 – SEVERANCE

Executive Management employees in classifications listed in Exhibit A are considered "At Will" and may be terminated at any time without cause. The City shall pay the employee a lump sum cash severance payment equal to two (2) months base salary.

If the City Manager terminates the employee's employment with cause, the employee shall not be entitled to any severance. "Cause" shall mean any of the following:

a) Conviction of a felony;

b) Conviction of a misdemeanor arising out of Employee's duties and involving a willful or intentional violation of law;

c) Willful abandonment of duties;

d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council or persistent and willful violation of properly established rules and procedures; and

e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, or is detrimental to employee safety or public safety.

Severance pay shall not be required if the employee voluntarily separates from the City.

SECTION 40 – CITY COUNCIL BENEFITS

Members of the City Council shall be eligible to receive retirement, health and welfare, automobile allowance, cell phone allowance, deferred compensation, and other benefits provided for in this Compensation plan to the extent consistent with Government Code Sections 36516, 36516.5 and 53200 *et seq.* and any other applicable legal requirement

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Assistant City Engineer	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Associate Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Associate Plan Check Engineer	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Building and Safety Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Code Enforcement Supervisor	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Community Services Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Economic Development Administrator	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Facilities Maintenance Supervisor	797	41.11	7,126	85,509	43.14	7,478	89,731	45.34	7,859	94,307	47.57	8,246	98,946	49.97	8,662	103,938	51.47	8,922	107,058
Facilities and Parks Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Finance Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Fleet Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Fleet Maintenance Supervisor	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128
Homeless Outreach Supervisor	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998
Human Resources Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Operations Manager	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034
Planning Manager	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941
Principal Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Principal Plan Check Engineer	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Public Works Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Purchasing Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637
Sewer Services Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sr. Human Resources Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Sr. Management Analyst	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723
Street Maintenance Superintendent	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099
Sustainability Manager	818	68.60	11,891	142,688	72.02	12,484	149,802	75.56	13,097	157,165	79.28	13,742	164,902	83.17	14,416	172,994	85.67	14,850	178,194
Visit Buena Park Director	815	63.81	11,060	132,725	66.94	11,603	139,235	70.21	12,170	146,037	73.69	12,773	153,275	77.31	13,400	160,805	79.63	13,803	165,630
Visitor Services and Sales Manager	782	28.39	4,921	59,051	29.80	5,165	61,984	31.28	5,422	65,062	32.87	5,698	68,370	34.49	5,978	71,739	35.52	6,157	73,882
Water Services Manager	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Assistant City Engineer	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Associate Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Associate Plan Check Engineer	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Building and Safety Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Code Enforcement Supervisor	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Community Services Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Economic Development Administrator	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Facilities Maintenance Supervisor	797	43.17	7,483	89,794	45.30	7,852	94,224	47.61	8,252	99,029	49.95	8,658	103,896	52.47	9,095	109,138	54.04	9,367	112,403
Facilities and Parks Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Finance Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Fleet Maintenance Superintendent	806	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Fleet Maintenance Supervisor	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890
Homeless Outreach Supervisor	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906
Human Resources Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Operations Manager	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394
Planning Manager	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637
Principal Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Principal Plan Check Engineer	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Public Works Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Purchasing Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728
Sewer Services Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sr. Human Resources Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Sr. Management Analyst	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066
Street Maintenance Superintendent	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755
Sustainability Manager	818	72.03	12,485	149,822	75.62	13,108	157,290	79.34	13,752	165,027	83.24	14,428	173,139	87.33	15,137	181,646	89.95	15,591	187,096
Visit Buena Park Director	815	67.00	11,613	139,360	70.29	12,184	146,203	73.72	12,778	153,338	77.37	13,411	160,930	81.18	14,071	168,854	83.61	14,492	173,909
Visitor Services and Sales Manager	782	29.81	5,167	62,005	31.29	5,424	65,083	32.84	5,692	68,307	34.51	5,982	71,781	36.21	6,276	75,317	37.30	6,465	77,584
Water Services Manager	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 5, 2025

		Minimum			Control Point			Maximum		
Executive Management	**Grade**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**
Assistant City Manager/Director of Human Resources	101	213,054	17,755	102.43	255,653	21,304	122.91	268,445	22,370	129.06
Director of Community Development	103	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Community Services	105	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Finance / Treasurer	103	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75
Director of Public Works / City Engineer	112	199,326	16,611	95.83	239,200	19,933	115.00	251,160	20,930	120.75

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JULY 4, 2026

		Minimum			Control Point			Maximum		
Executive Management	**Grade**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**	**Annual**	**Monthly**	**Hourly**
Assistant City Manager/Director of Human Resources	101	223,704	18,642	107.55	268,445	22,370	129.06	281,861	23,488	135.51
Director of Community Development	103	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Community Services	105	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Finance / Treasurer	103	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79
Director of Public Works / City Engineer	112	209,310	17,443	100.63	251,160	20,930	120.75	263,723	21,977	126.79

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES. The establishment of salary ranges and the allocation of classes thereto shall be by Resolution of the City Council.

Full-time Regular, Probationary, Provisional, Temporary and Acting Appointments. An employee having a regular, probationary, or acting appointment that is on a full-time basis, shall be compensated at a biweekly rate as determined by the City Manager, subject to the provisions of this Resolution.

C. RESPONSIBILITIES OF CITY MANAGER. At least annually, the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range for each class for which the City Manager is appointing authority. In determining salary ranges, consideration shall be given to both base pay, fringe benefits, and working conditions.

D. STRUCTURE OF THE COMPENSATION PLAN. The Compensation Plan consists of salaries for each class as shown in Exhibit "A" designated as Management Salary Schedule.

E. EXECUTIVE MANAGEMENT SALARY RATES AND PAY STRUCTURE. The basic structure of the Executive Management pay plan includes a minimum point, control point, and maximum point. The control point is a point in the salary range which has been determined through the application of labor market data and internal relationship guidelines. Progression from the minimum point to the control point is based upon performance only.

1. Salary ranges are established as follows:

Salary ranges should consist of a spread of approximately 25 percent with a control point established 20 percent into the range. Specifically:

a. The control point of a range should be set to that salary level established through the application of labor market data and internal relationship guidelines.

b. The minimum point of the range shall be set 20 percent below the control point (i.e., control point divided by 1.20).

c. The maximum point of the range should be set 5 percent above the control point (control point multiplied by 1.05).

d. A 2-1/2% differential has been established between control points of the ranges.

2. Pay Increases within the Range. In providing pay increases within the salary range, the following administrative guidelines will be applied:

   Salary increases within the range for employees in an existing job classification may be based on general, merit, or equity increases.

   a. New Department Head employees may be appointed anywhere in the salary range.

   b. Department Heads are eligible for a pro-rata salary increase after completion of six months of service given acceptable work performance. This increase shall be made only if recommended and approved by the City Manager.

   c. Any Department Head who demonstrates acceptable performance would normally progress to the control point over time, with salary increases awarded flexibly within the range at the City's discretion.

   d. Employees at control point will be handled on a case by case basis.

   e. Merit adjustments should be granted based on the employee's job performance, with high achievers receiving proportionately larger pay increases. Job performance below acceptable standards may result in an employee not receiving a merit increase, or receiving a deferred increase, regardless of the employee's placement within the salary range.

   f. As an employee moves from one range to another by promotion, reclassification or transfer, he/she shall be placed within the new range at no less than 5% above current salary. Actual placement shall be at the discretion of the City Manager.

   g. Adjustments shall be considered on an annual basis. Progression to the control point is based solely upon performance.

F. <u>COMPENSATION PROCEDURE MID-MANAGEMENT.</u>

1. The Salary Schedule for mid-managers is divided into five steps or salary rates. Step "1" is designated as an "entry level" step; the four additional steps are numbered "2" through "5".

2. Each class of position in management is designated to the proper Range Number in the Salary Schedule as shown in Exhibit "A".

3. In General. Except as otherwise provided herein, all new employees shall be appointed at the entry level step of the salary range in effect for the class in which the appointment is made.

4. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 5, when it is determined that equity among employees and the interests of the city will best be served.

5. Employees are eligible to progress to the second and to the third steps after completing six (6) months of service at the preceding step. These salary increases are awarded in recognition of good performance and as an incentive for continued work improvement. These increases shall be made only if recommended by the Department Head and approved by the City Manager.

6. Employees are eligible for additional salary increases to the fourth and fifth steps after completion of one year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement.

G. COMPENSATION UPON PROMOTION. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent.

H. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall have the salary rate, at the time of demotion, reduced to the nearest lowest salary rate of the class of position to which the employee is demoted. The demoted employee shall not be required to serve a probation period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who requests demotion shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

I. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the employee's new salary

rate upon reassignment to that position, and the employee shall earn eligibility to receive subsequent merit salary advancements in accordance with the rules.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of the reassignment to that class shall be the employee's new probationary anniversary date and the employee shall be required to serve a probation period.

J. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class with Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the section on compensation upon promotion.

3. Class with Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. The employee shall be temporarily "Y" rated until at such time the salary within the lower class meets or exceeds the employee's "Y" rated salary. The employee shall not be required to serve a new probation period.

K. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

L. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

M. CHANGES IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same rate in the new range as the employee was receiving in the previous range, and the employee's salary review date shall not change.

N. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to

serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.

3. Acting appointments shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

   The City Manager must approve all such appointments meeting the criteria set forth in this paragraph.

O. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class, the employee's probation period shall commence with the date of his provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

P. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and the employee's request, and the Department Head shall promptly forward the statement and the request, and the Department Head's written recommendation to the City Manager.

Q. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

   Authorized leaves of absence without pay in excess of thirty (30) calendar days shall be deducted in computing an employee's total City Service for advancement in salary range and for other purposes specified in this Resolution but shall not serve to interrupt the employee's continuous service.

R. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

S. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A “relative” is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An “employee” is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Council Member, the City Manager, or employees of the Human Resources Department shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member of department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties, share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council Members, the City Manager, Human Resources staff, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty percent (20%) of the compliment of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee or identical salary) that would not be in violation of this policy.

If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the Policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion , color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

    1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

    2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

    3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

    4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

    1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

    2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

    3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment

can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

B. Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those

who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

   1. Immediate supervisor;
   2. Any supervisor or manager within or outside of the department;
   3. Department Head; or
   4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

   1. Inform the complainant of his or her right to initiate the complaint.

   2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

   3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard

- Ehlers Event Center
- Stage Stop Hotel

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City’s Personnel Rules and Regulations, up to and including termination.

10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected from a list of advisory arbitrators from the California State Mediation and Conciliation Service (SMCS). The City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the employee, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the employee is $2,000.

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(j) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now

or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a de novo hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

June 24, 2025
NEW BUSINESS
Item No. 5I.

City Council Agenda Report

ADOPT A RESOLUTION APPROVING A CITY COUNCIL TRAVEL EXPENSE AND REIMBURSEMENT POLICY AND CONSIDER INTRODUCING AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a City Council Travel Expense and Reimbursement Policy; and, 2) Introduce an ordinance amending Buena Park Municipal Code Section 2.04.030 to increase salaries for Council Members.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On June 6, 2023, the City Council adopted Ordinance No. 1722 to fix the monthly salary for the Mayor and City Council Members at $1,473 per month effective December 10, 2024. On June 29, 2023, Governor Newsom signed Senate Bill 329 (SB 329), which allows cities to adjust City Council Member salaries based on population to take into account inflation, the work done by local government officials, and the need to ensure that people are not discouraged from seeking City office due to the low pay and high demands of holding office. Pursuant to SB 329, the new base pay amount for City Council Members in all cities of 75,000 to 150,000 population could be $1,900 per month.

On June 24, 2025, the City Council took action on a cost-of-living adjustment for general management employees in the amount of five percent (5%) effective July 5, 2025, and an additional five percent (5%) effective July 4, 2026, for a two-year agreement. The proposed ordinance increases City Council Member salary to $1,900.

This new salary adjustment for City Council Members is in accordance with Government Code 36516, which states that in cities over 75,000 up to and including 150,000 in population, salaries of up to and including one thousand nine hundred dollars ($1,900) per month may be approved by ordinance. This is intended to help City Councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their public service to help ensure that they can continue to serve the public and support their families. Government Code 36516 also requires the City Council to consider the adoption of an ordinance to increase City Council Member compensation in open session during at least two regular meetings of the City Council.

The law requires that any salary increases take effect only when one or more City Council Members begin a new term of office. For the 2025 year, this is expected to occur on December 8, 2026. On that date, the monthly salary for City Council Members will be $1,900 per month.

Additionally, Government Code Section 36514.5 permits reimbursement for actual and necessary expenses that City Council Members incur while performing their official duties. This reimbursement is subject to the written policies and reporting requirements outlined in Government Code Sections 53232.2 and 53233.3. On January 24, 2023, the City Council adopted Resolution No. 14627, which establishes a travel and business expense reimbursement policy for City Council Members consistent with the provisions of California law.

City Council Members incur actual and necessary expenses related to the use of personal vehicles in the performance of official duties, as well as expenses associated with the use of personal cellular phones, computers, and associated internet and utility service connections to communicate and perform their official duties. Administrative Memorandum No. 100-17 is amended to reflect the following provisions:

Automobile.

As authorized by Government Code Section 1223, and recognizing that members of the City Council utilize their own vehicles to travel to and from a variety of functions, events, and meetings for purposes of City business or of general public benefit, every member of the City Council shall be eligible to receive an automobile allowance at the rate of $600 per month.

Communication.

Recognizing that communicating with City officials and the public represents a significant part of a City Council Member’s official duties and responsibilities, every Member of the City Council shall be eligible to receive a communication and technology reimbursement at the rate of $300 per month.

Adopting this resolution to update and establish practices and procedures governing the reimbursement of travel and other actual and necessary business expenses incurred by Members of the City Council is consistent with California law (Government Code sections 53232.2 and 53233.3).

BUDGET IMPACT

The revised list of reimbursable expenses and proposed salary increase is included within the proposed FY 2025-2027 Budget. These changes comply with the authorization provided by the City Council.

Attachments

Resolution Approving City Council Expense Reimbursement.pdf
100 17 Travel and Business Expense Policy Final.pdf
ORD City Council Salaries 2025 2026 Ordinance.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A CITY COUNCIL TRAVEL EXPENSE AND REIMBURSEMENT POLICY

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, Section 2.04.040 of the Buena Park Municipal Code specifies that the salaries received by members of the Buena Park City Council ("City Council") excludes any amounts that are payable as reimbursement for actual and necessary expenses incurred by a council member in the performance of official duties for the City;

WHEREAS, Government Code Section 36514.5 allows reimbursement of actual and necessary expenses incurred by City Council Members in the performance of official duties, subject to the written policy and reporting requirements specified in Government Code Sections 53232.2 and 53233.3;

WHEREAS, the City Council previously adopted Resolution No. 14627 on January 24, 2023, establishing a travel and business expense reimbursement policy for members of the City Council consistent with the provisions of California law;

WHEREAS, the City Council continues to incur actual and necessary expenses related to the use of personal vehicles in the performance of official duties, as well as expenses associated with the use of personal cellular phones, computers, and associated internet and utility service connections to communicate and perform their official duties;

WHEREAS, due to the passage of time, inflationary factors, and overall cost increases across the economy, the expenses incurred by members of the City Council in performing official duties presently exceed the current rate of reimbursement, and the City Council finds it necessary and appropriate to update the reimbursement policy and rates therein;

WHEREAS, the budget for the City of Buena Park ("City") includes money for travel and business expenses incurred by members of the City Council and appointed members of City commissions and committees when there is a resulting substantial benefit to the City;

WHEREAS, the City Council finds and declares that adoption and payment of a car allowance in lieu of a reimbursement policy and the usual transportation charges is less administratively burdensome on City staff, and the City Council finds and declares that a car allowance of $600 per month is a reasonable estimation of average actual and necessary car-related expenses authorized for reimbursement under Government Code Section 36514.5;

WHEREAS, the City Council finds and declares that members of the City Council incur at least $300 per month on a personal mobile telephone, mobile telephone service, computers, computer software, internet service, and printer, fax, and computer supplies that are used in communicating and performing official functions and duties, and that establishing a flat reimbursement rate for such communications and technology costs, subject to written verification and documentation of such costs being actually and necessary incurred consistent with Government Code Section 36514.5, is less administratively burdensome and more equitable than

dollar-for-dollar reimbursement given individual differences in category expenses among Council Members;

WHEREAS, the City Council desires to adopt this resolution to update and establish practices and procedures governing the reimbursement of travel and other actual and necessary business expenses incurred by members of the City Council in performing official functions and duties consistent with California law (Government Code sections 53232.2 and 53233.3.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BUENA PARK AS FOLLOWS:

SECTION 1. Based upon all evidence and information presented to the City Council in connection with its consideration of this matter, the City Council finds and declares the foregoing recitals to be true and correct and incorporated as a substantive part of this resolution.

SECTION 2. Each member of the City Council shall be entitled to a monthly car allowance of $600.00 at the beginning of each month during any part of which the City Council Member remains in office, but prorated for any partial months, and subject to City Council Member providing annual written verification and agreeing to use their personal vehicle in performance of duties.

SECTION 3. Each Member of the City Council shall be entitled to a communications and technology reimbursement of $300.00 at the beginning of each month during any part of which the City Council Member remains in office, but prorated for any partial months, and subject to compliance with applicable provisions of the reimbursement policy referenced hereinbelow.

SECTION 4. The City Council hereby adopts and approves the policy governing the reimbursement of travel expenses and business expenses as is attached hereto, which shall apply to members of the City Council and members of any other “legislative body” of the City, as that term is defined by Government Code section 54952.

SECTION 5. This Resolution supersedes and replaces Resolution No. 14627 and shall become effective immediately upon its adoption. The City Clerk shall certify to its approval.

PASSED, APPROVED and ADOPTED this 24th day of June 2025.

AYES: CITY COUNCILMEMBERS:

NOES: CITY COUNCILMEMBERS:

ABSENT: CITY COUNCILMEMBERS:

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 24th day of June 2025.

_____
City Clerk

ADMINISTRATIVE MEMORANDUM

SUBJECT				1 OF 15
TRAVEL AND BUSINESS EXPENSE POLICY				
SECTION NO.	**INDEX NO.**	**ISSUE DATE**	**REVISION DATE**	**CITY MANAGER APPROVAL**
100	17.0	8/8/80	6/24/25	

TRAVEL AND BUSINESS EXPENSES

1. It is the policy of the City of Buena Park that all travel and business expenses incurred meet the following criteria:

   A. The purpose for which the expense was incurred is of direct benefit or can be shown to have benefit to the City.

   B. The amount of the expense is reasonable in terms of the event or activity involved and the City benefit to which it relates.

2. Authorized Expenses

   City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized business of the City of Buena Park. Expenses incurred by City Council, Commission, Committee, or Board Members, City officers, and employees (cumulatively, “City officials”) in connection with the following types of activities generally constitute authorized expenses and may be reimbursed by the City as long as the other requirements of this policy are met:

   A. Serving the needs of the residents, businesses, and visitors of the City of Buena Park;

   B. Communicating with constituents in compliance with applicable laws;

   C. Communicating with representatives of regional, state, and national government on City policy positions;

   D. Attending educational seminars designed to improve City officials’ skill, knowledge, and information levels;

   E. Participating in regional, state, and national organizations whose activities benefit or affect the City’s interests;

F. Recognizing service to the City (for example, thanking a longtime City official with a retirement gift or celebration or award of nominal value and cost);

G. Attending City, community, regional, and other events;

H. Gathering facts and information regarding City projects, issues, and priorities in other jurisdictions;

I. Implementing a City-initiated strategy for attracting or retaining businesses to the City;

J. Attending meetings such as those listed above for which a meeting stipend is expressly authorized under this policy; and

K. Keeping and using a personal automobile to undertake the above-referenced activities and to observe the City to determine traffic patterns, the condition of streets and property, and to generally remain aware of the state of the City.

3. Meals – City officials will be reimbursed up to the amount equivalent to the current General Services Administration (GSA) amount set for the Los Angeles / Orange / Ventura / Edwards AFB areas. The maximum per diem rate for M&IE is equivalent to the GSA rate for all meals combined and shall not be broken down for any of the three meals of breakfast, lunch, and dinner. As of June 24, 2025, the current GSA rate is $86 for the Los Angeles / Orange / Ventura / Edwards AFB areas. Current rates can be found at: https://www.gsa.gov/travel/plan-book/per-diem-rates.

   Meal expenses which are included as part of conference or meeting registration fees should be noted as such when reporting the registration fee expense. Reimbursement for these meals may not be claimed.

The following are examples of how meal expenses may be claimed for conferences, trainings, and meetings:

A. Reimbursement for breakfast may be claimed if a City official is in travel status prior to 7 a.m. and breakfast is not provided.

B. Reimbursement for lunch may be claimed if a City official attends a conference through the lunch hour and lunch is not provided.

C. Reimbursement for dinner may be claimed if a City official is required to stay overnight or is in travel status beyond 8 p.m. and dinner is not provided.

The City will not maintain open accounts with local restaurants. City funds may not be expended to reimburse City Council Members for expenses incurred to purchase meals for third parties, such as constituents, consultants, legislators and private business owners, hereafter known as "third parties." Notwithstanding the foregoing, the City Manager and his designees may be reimbursed for the cost of providing meals to third parties involving activities benefiting the City, such as oral boards or meetings held to discuss legislation or business opportunities in the City; or other matters of benefit to the City, whether or not the activity is attended by Council Members. Council Members are prohibited from using City issued credit cards to pay for expenses incurred to purchase meals for third parties. In no case shall expenses be reimbursed to a non-City official other than a consultant or other person working for the City under contract; or to or for a family member of a City official unless the family member is also a City official.

4. Lodging - It is the City's policy to provide adequate lodging for City officials while they are out of town on City business. "Out of town" is defined as a location greater than 50 miles from City Hall and the City official's residence. Hotel and motel accommodation should be appropriate to the purpose of the trip. Receipts for lodging must be provided to obtain reimbursement.

Hotel and motel charges shall be based on single occupancy rates. The City will not reimburse City officials for lodging expenses incurred by family members when the City official's family accompanies him/her, or for any charges above the single occupancy rate if the hotel charges more for additional guests in the same room.

A. Conferences/Meetings - If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

B. Other Lodging - Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at http://www.catravelsmart.com/lodguideframes.htm. Lodging rates that are equal or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area listed on websites like www.hotels.com, www.expedia.com or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the City Manager may approve the reimbursement of reasonable lodging costs that exceed the two standards above, if necessary under the particular circumstances.

5. Telecommunications.

A. City Officials. City officials will be reimbursed for all actual telephone and communication expenses incurred in the course of conducting City business. For mobile phone use under a personal plan, officials may determine the percentage of usage attributable to City business and will

be reimbursed for that portion of the monthly charges. Supporting documentation must be provided. The City may issue mobile devices to City Officials for use of City-related business.

B. City Council. As authorized by Resolution No. __, and recognizing that communicating with City officials and the public represents a significant part of a City Council Member's official duties and responsibilities, every Member of the City Council shall be eligible to receive a communication and technology reimbursement at the rate of $300.00 per month. City Council Members who desire to receive the monthly reimbursement shall elect to do so by April 1 of each calendar year.

1. Eligible Expenses. This amount covers the following equipment and services, which are necessary for the conduct of official City business or to carry out official duties as a City Council Member: mobile telephone; mobile telephone service; computer software; computer hardware; printer, fax machine, copier and/or scanner; internet service; and printer and fax supplies.

2. Communications Verification. Council Members who elect to receive the monthly communications and technology allowance shall be required to provide written verification on an annual basis that they have obtained appropriate mobile telephone service, and internet service. Each City Council member shall, at their sole discretion, select the service provider for their mobile telephone, and Internet services.

6. Garage and Parking - Whenever City officials are on City business and it is necessary to park a private or City vehicle, the City will reimburse the City official who incurs such expenses. In obtaining the necessary parking or garage space, the individual should use facilities which are reasonably convenient and at reasonable rates for the area.

7. Limousine and Taxi Service - Taxis or shuttle fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

8. Entertainment Expenses - City officials who seek reimbursement for entertainment must be able to justify such expenses in accordance with the City's business expense policies as stated in Item #1.

   Entertainment includes: theaters, sports events, amusement parks, and similar activities.

   The City official is responsible for properly documenting such expenses including the event or activity, the date of attendance, guests involved, business purpose and total cost.

   Entertainment expenses incurred in conjunction with a conference or training session should be noted as such on the City official's expense report.

9. Group Travel - When two or more City officials travel together, each will be reimbursed only for his/her actual expenses.

10. Baggage Charges, Tips and Gratuities - Reasonable amounts for tips and gratuities will be allowed. Tips for meals should be shown separately on the Expense Report.

11. Personal Expenses - Personal expenses incurred by a City official shall not be reimbursed. Personal expenses shall include but not be limited to: tailoring, barbers, beauty parlors, personal telephone calls, laundry and entertainment.

12. Alcoholic Beverage Expenses - It is the policy of the City Council of the City of Buena Park that no City funds shall be expended for the purchase of

alcoholic beverages, nor shall any City funds be used to reimburse any City Official for the purchase of alcoholic beverages.

13. Transportation - The most economical mode and class of transportation reasonably consistent with scheduling needs, the City official's time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. Charges for rental vehicles may be reimbursed under this provision if more than one City official is attending an out of town conference, and it is determined that sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. Government and group rates must be used when available. The City Council recognizes and acknowledges that some City officials are part-time volunteers, and that personal, employment and other commitments may impact the economy of available travel arrangements.

A. Airfare - Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/ travel), the California State Association of Counties (http://www.csac.counties.org/default.asp?id=635) and the State of California shall be, in most normal circumstances, presumed to be the most economical and reasonable for purposes of reimbursement under this policy . The City Council recognizes and acknowledges that such airfares are not always practicable or available in certain limited circumstances, and finds that higher airfares may be appropriate in individual cases.

C. Automobile.

1. City Officials. Automobile mileage will be reimbursed at Internal Revenue Service rates. (*see* www.irs.gov). The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel

expenses will be reimbursed. The mileage rates and monthly payments for use of personal automobiles do not include bridge and road tolls, which are also reimbursable.

2. City Council. As authorized by Government Code Section 1223 and Resolution No. __, and recognizing that members of the City Council utilize their own vehicles to travel to and from a variety of functions, events, and meetings for purposes of City business or of general public benefit, every member of the City Council shall be eligible to receive an automobile allowance at the rate of $600.00 per month. City Council Members who desire to receive the monthly automobile allowance shall elect to do so by April 1 of each calendar year. City Council Members who do not make such an election may seek reimbursement of any actual and necessary automobile expenses using the general procedures for reimbursement of expenses, as set forth above.

   a. Costs Covered. The allowance established above shall be in lieu of any other automobile or mileage allowance paid to Council Members for insurance, motor fuels and lubricants, depreciation, wear and tear, repairs or maintenance, automobile rental and other similar expense for trips and travel within 50 miles of the City.

   b. Eligibility Criteria. Prior to receiving the allowance set forth herein, the Council Member shall comply with the following verification, license, and insurance requirements:

      i. *License Requirement.* The automobile is operated by a driver with a valid California driver's license, and the Council Member provides evidence of such prior to receiving the allowance or reimbursement.

      ii. *Insurance Requirement.* The Council Member maintains all

legally required insurance coverage with limits which satisfy the automobile insurance requirements established by the State of California, and provides evidence of such prior to receiving the allowance or reimbursement; and the Council Member provides written notice to the City Clerk should the insurance coverage be canceled, reduced, or otherwise modified.

iii. *Distance Reimbursement.* When it is efficient and in the interest of the City for a Council Member to use his/her personal vehicle to travel to a location more than 50 miles from the City to discharge his/her official duties, then, in addition to the allowance, the Council Member shall be eligible for reimbursement at the established City rates per mile driven.

C. Car Rental - Rental rates that are equal or less than those available through the State of California's website (http://www.catravelsmart.com/default.htm) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

EXPENSE REPORTS, DOCUMENTATION AND RECORDS

1. Standard Form - It is the policy of the City of Buena Park that all City officials use a standard form provided by the City for documenting their travel and business expenses and in support of their requests for reimbursement. All expenses must be listed on a single form. The standard form, referred to as the Expense Report, shall be used by City officials.

2. Required Receipts - Originals of receipts are required and must be submitted by all City officials with their Expense Reports. Expenses not

accompanied by original receipts or proof of expenditures will not be reimbursed.

3. Completion and Submission - It is the responsibility of the City official incurring the expense to see that documentation for business and travel expenses is completed and submitted in a timely and accurate manner. This includes the completion and submission of standard forms, supporting receipts, conference schedule, and other documentation as called for in the circumstances.

4. Time and Limits - Expense Reports and accompanying receipts and other supporting documentation shall be submitted to the Finance Director's Office within 30 calendar days after the individual returns from a trip. Local business expenses shall be reported monthly and may be reimbursed from the City General Petty Cash Account.

   City officials with delinquent Expense Reports will not be allowed to obtain benefits of a travel advance until their delinquent Expense Report is filed.

   The unspent balance of a travel advance shall be returned to the Finance Department immediately upon return from a trip along with the Expense Report. A receipt should be obtained from the Finance Department and submitted with the completed Expense Report.

   The unused portion of City-issued tickets for transportation shall be returned to the City no later than the time the related Expense Report is submitted to the Finance Department.

5. Approvals - Forms for reimbursement which require City Manager or Department Head approval (i.e., Expense Report, Mileage Report) must clearly show the approving signatures. Forms submitted without necessary approval will not be accepted by the Finance Director.

6. Retention and Control - Each City official should retain a copy for his/her own records of each Expense Report and supporting documentation submitted to the City for reimbursement.

   The Finance Director's Office shall serve as the City's ultimate repository for all reports, documentation, and records pertaining to travel and business expenses.

7. Compliance With Laws - City officials should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all City expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act.

CONFERENCES, MEETINGS, AND TRAINING

1. It is City policy to encourage City officials to attend conferences, meetings, and training sessions which are of direct benefit to the City.

   For the purposes of this document, conferences are defined as meetings organized by professional or technical associations for professional development and training purposes usually characterized by substantial advanced notice and a formal program.

   Training sessions are conducted for educational purposes and are usually sponsored by colleges or universities, professional associations, or independent organizations. They are characterized by substantial advanced notice and a formal "classroom/seminar" program.

   Meetings may be held for many different purposes and the sponsoring organization may be another governmental agency or a private organization. Meetings may be called with limited advanced notice and no formal program.

2. It is the general policy of the City Council to send no more than one City official to individual conferences of importance to the City. The City Council or City Manager may direct additional staff members to attend conferences when warranted.

3. City management officials may attend those conferences, including those out-of-state, which are authorized in the adopted budget. All requests for non-budgeted conferences must have approval of the City Manager. All requests for non-budgeted out-of-state conferences must have approval from the City Council before registration for the conference is submitted.

   For conferences, lodging will be provided for the same number of nights as there are days of the conference. For example, if the conference lasts three days, the City will provide for lodging for three nights.

4. A Department Head and his or her primary assistants may attend one conference at the same time in accordance with the adopted budget. Aside from this, a Department Head and his primary assistants should not absent themselves at the same time for a conference attendance. If one staff member cannot adequately cover the conference, justification for additional staff attendance shall be made to the City Manager.

METHODS AND CLASSES OF TRANSPORTATION

1. Arrangements for authorized travel requiring a mode of transportation other than automobile (i.e., airplane, bus) should be made in advance. Only economy or coach fare rates will be authorized.

2. Air travel should be used for all out-of-state trips and some medium range trips within the state when time is a major factor. Bus, train, or other methods of travel will be authorized in lieu of air travel when such modes of travel are most appropriate and economical.

3. It may be necessary for a Commission, Committee, or Board Members, City officers, and employees to rent an automobile at his/her destination point because commercial sources of transportation are impractical. The individual authorized to travel should obtain Department Head approval before the trip and arrange for an auto rental. If the need for a rental car is not determined until the individual arrives at his/her destination, then he/she should indicate the justification for such expense on his/her Expense Report.

   All out-of-state travel by any City official must receive specific approval by the Department Head and the City Manager, with approval from the City Council. (See policy on special travel requests).

Authorization

1. Justification for all City paid travel expenses will be evaluated in terms of the benefit to the City of such travel based on the criteria of usefulness of information to be obtained, need for personal representation and contacts by the City, or personnel.

2. All anticipated travel expenses should be included in the budget, and no travel should be undertaken unless the anticipated expenses are funded.

3. All out-of-state travel by any Commission, Committee, or Board Members, City officers, and employees must receive specific approval by the Department Head and the City Manager, with approval from the City Council when necessary.

   The City Council shall be notified of all out-of-state travel, and it is the Department Head's responsibility to document each instance of out-of-state travel by any member of the department. A memorandum stating all pertinent details, including the purpose, must be sent to the City Manager one week in advance. A copy of this memorandum will be promptly

forwarded by the City Manager to the City Council clearly showing the City Manager's signature of approval.

Prepayments

1. Air, bus, and train transportation, hotel deposits, conference and seminar registration fees, and other costs normally payable in advance of a trip or conference shall be made through the City's regular requisition and purchasing process.

2. All such prepayments shall be accounted for on the City's standard Expense Report form by the individual submitting the report.

Exceptions

1. It is the City's basic position to discourage exceptions to these policies. Nevertheless, there may be occasions when City officials are unable to comply with them. It is the responsibility of the Commission, Committee, or Board Members, City officers, and employees to prepare a full written and signed statement as to why exceptions should be approved. Approval of exceptions to these policies shall be made by the City Manager.

2. In particular, due to the business practices of the hospitality industry, certain sections of this policy may not apply to the operation of Visit Buena Park. The City Manager shall have the authority to approve those certain items that are not in conformance with this policy that are necessary for the operation of Visit Buena Park.

Verbal Reports on Meetings

1. Members of the City Council, Planning Commission, and other City legislative bodies shall make brief verbal reports on meetings attended at

the expense of the City at the next meeting of their respective legislative body.

Travel and Business Expense Audits

1. It is the policy of the City of Buena Park that the Finance Director shall be charged with the responsibility to develop and carry out an internal audit program of incoming Expense Reports which assures that expenses claimed by City officials are reimbursed in accordance with City policies and procedures pertaining to such expenses.

Violations of Policy

1. Use of City resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to $1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of City resources.

Resolution No. __ adopted on June 24, 2025.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

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, Government Code Section 36516 states that a city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city, with such salary being $1,900 per month for city council members of cities with a population between 75,000 and 150,000 residents;

WHEREAS, Section 2.04.030 of the Buena Park Municipal Code establishes the salaries for members of the Buena Park City Council ("City Council"), and said section was last amended prior to the effective date of Senate Bill 329 with the City Council's adoption of Ordinance No. 1722 on June 6, 2023;

WHEREAS, the time, commitment and expense of serving on the City Council has increased significantly since the City Council's salary was last adjusted, and increasing the monthly compensation for individuals serving on the City Council as permitted by the Government Code is necessary and appropriate to keep pace with inflation and enable individuals with varied income levels to receive a salary in an amount that compensates their public service and aids their ability to serve the community while and simultaneously supporting their families; and

WHEREAS, consistent with the dictates of Government Code Section 36516.5, the effective date of the adjustment to the salaries of the City Council made by this ordinance shall be delayed until one such council member commences a new term of office.

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

Section 1: The facts and findings set forth in the above recitals are true and correct, and incorporated as a substantive part of this ordinance.

Section 2: Section 2.04.030 of the Buena Park Municipal Code is hereby amended in its entirety to read as follows:

> "Each member of the City Council shall receive, as salary, the sum of one thousand nine hundred ($1,900) dollars per month, which shall be payable from and after the operative date of Ordinance No. ____. Such salary shall be payable in the same manner as salaries are paid to other officers and employees of the City. Salaries for City Council Members shall be prorated on the basis of a thirty-day month in the event any City Council Member leaves or assumes office."

Section 3: The effective date of this ordinance shall be the date which one or more members of the City Council begin a new term of office after July 5, 2025, which is anticipated to be December 8, 2026.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was passed at a regular meeting of the City Council of the City of Buena Park held on the 24th day of June 2025.

_____
City Clerk

June 24, 2025
PUBLIC HEARING
Item No. 6A.

City Council Agenda Report

RESOLUTION ADOPTING THE CITY OF BUENA PARK FISCAL YEARS 2025-26 AND 2026-27 ANNUAL BUDGETS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution adopting the City of Buena Park budget for Fiscal Years 2025-26 and 2026-27.

PREVIOUS CITY COUNCIL ACTION

On May 27, 2025, the City Council reviewed and studied the Fiscal Years 2025-26 and 2026-27 Preliminary Budgets and directed staff to bring back the item for formal approval.

DISCUSSION

The 2025-26 and 2026-27 annual budgets for the City of Buena Park maintains the services that are most important to our residents. These budgets represent the operating and capital spending plans for the following fund types: General Fund, Special Revenue Funds, Capital Projects Funds, Enterprise Fund and Internal Service Funds. Staff has once again prepared a budget that encompasses two fiscal years. The two-year budget process provides a basis for longer term planning and accountability. In addition, it saves staff resources during the second year of the budget process since the only items addressed will be by exception for those items that are new, changed, or unanticipated.

For the first time, the two-year budget also incorporates enhanced general municipal services funded by Measure R, a local sales tax approved by voters to address the following service priorities identified by our residents:

- Preventing crime, including property crimes, such as burglary, robbery and car theft
- Ensuring that children have safe places to play and safe routes to school
- Maintaining 911 emergency response and retaining/attracting well-trained police officers
- Keeping public areas safe and clean
- Keeping Buena Park affordable for middle class and working people

- Helping maintain the City's quality of life for local residents
- Addressing homelessness

The Preliminary Budget has been prepared in accordance with local ordinances, state statutes, and professional standards promulgated by the Governmental Accounting Standards Board. Staff will continue to make the City's priorities and spending plans available to the public by making this publication available for the public's review.

The City Council reviewed and discussed the budgets at the May 27, 2025 budget workshop. The policy issues that were considered and approved by the City Council during the workshop have been incorporated into the two-year budget. Additionally, the provisions of the approved labor agreement with the Buena Park Technical, Office & Professionals Association (TOPs), as well as the pending labor agreements for the other groups, that are anticipated to be approved, have also been incorporated.

The total appropriations for all budgeted funds for Fiscal Year 2025-26 are $170,399,060. The operating appropriations on an *all funds* basis are $152,054,060, and the appropriations for the Capital Improvement Program are $18,345,000. The General Fund, which is the general operating fund of the City and provides the majority of City services, comprises 60.8% of the total appropriations on an *all funds* basis. Exhibit A of the resolution provides a summary of estimated revenues, appropriations, and the projected surplus or deficit for each budgeted fund for Fiscal Year 2025-26.

The total appropriations for all budgeted funds for Fiscal Year 2026-27 are $172,161,690. The operating appropriations on an *all funds* basis are $157,091,690, and the appropriations for the Capital Improvement Program are $15,070,000. The General Fund comprises 62.8% of the total appropriations on an *all funds* basis. Exhibit A of the resolution provides a summary of estimated revenues, appropriations, and the projected surplus or deficit for each budgeted fund for Fiscal Year 2026-27.

While a balanced budget is being proposed utilizing surplus balances from prior years, staff intends to closely monitor the budget performance throughout both fiscal years and make any necessary recommendations to the City Council to ensure that each fiscal year closes in a non-deficit position, as we have successfully accomplished in Fiscal Year 2023-24 and expect to accomplish in Fiscal Year 2024-25.

PUBLIC NOTIFICATION

The Fiscal Years 2025-26 and 2026-27 budget workshop was held on May 27, 2025. The meeting was properly noticed, allowing the public to attend and comment on the proposed budget. The changes approved by the City Council at the workshop have been incorporated into the total estimated revenues and appropriations. On June 5, 2025, a public hearing notice was posted at City Hall, the Buena Park Library District, and the Ehlers Event Center to inform the public of the agenda item concerning approval of the City's Fiscal Year 2025-26 and 2026-27 budgets.

BUDGET IMPACT

Adoption of the resolution will establish the City of Buena Park's annual budget for Fiscal Years 2025-26 and 2026-27.

Attachments

Budget 2025-27 Att1of3 reso.pdf
Budget 2025-27 Att2of3 exhibit A.pdf
Budget 2025-27 Att3of3 exhibit A.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ADOPTING BUDGETS FOR FISCAL YEARS 2025-26 AND 2026-27

WHEREAS, the Preliminary Budget for fiscal years 2025-26 and 2026-27 has been prepared in compliance with the Buena Park Municipal Code; and

WHEREAS, the City Council has held a study session and a public hearing on the Preliminary Budget; and

WHEREAS, the City Council has extensively reviewed and amended the Preliminary Budget to reflect appropriate levels of service.

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

SECTION 1: The annual budgets of the City of Buena Park for fiscal years 2025-26 and 2026-27 are hereby approved as outlined by fund and type in Exhibit A and detailed in the 2025-26 and 2026-27 Preliminary Budget document as amended during the budget review process.

SECTION 2: That the City Manager of the City has the authority to transfer funds from line item to line item within a departmental budget. That the authority to make these transfers does not supersede any legal or other requirements such as the City's Purchasing Ordinance.

PASSED, APPROVED AND ADOPTED this 24th day of June 2025 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

I, _____, 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 24th day of June 2025.

_____
City Clerk

Exhibit A

CITY OF BUENA PARK
Summary of Resources and Requirements
Fiscal Year 2025-26

FUND TYPE/DESCRIPTION	*Beginning Balance July 2025*	Resources		
		Estimated Revenue	*Transfers In*	*Total Resources*
General and Special Revenue Funds:				
General Fund	$ 37,800,000	$ 96,448,050	$ 397,670	$ 134,645,720
Economic Development Fund	8,840,000	2,820,000	-	11,660,000
Measure R Fund	-	20,200,000	-	20,200,000
Opioid Settlement Fund	577,000	-	-	577,000
Asset Forfeiture Fund	489,000	154,000	-	643,000
Proposition 172 PD Augmentation Fund	318,000	543,000	-	861,000
Supplemental Law Enforcement Fund	-	230,500	213,080	443,580
Gas Tax Fund	3,557,000	4,695,600	-	8,252,600
Measure M2 Fund	2,123,000	15,000	-	2,138,000
HOME Deferred Loan Fund	1,080,000	11,130	-	1,091,130
Community Development Block Grant Fund	-	968,210	-	968,210
State OCATT Fund	-	311,370	-	311,370
CalHome Program Fund	1,335,000	-	-	1,335,000
Park In-Lieu Fund	(2,409,000)	3,391,390	-	982,390
Traffic Congestion Relief Fund	40,000	5,500	-	45,500
AB2766/AQMD Fund	274,000	105,000	-	379,000
Successor Agency to RDA	-	5,675,600	-	5,675,600
Low/Mod Housing Successor Fund	1,350,000	-	-	1,350,000
General and Special Revenue Funds Total:	55,374,000	135,574,350	610,750	191,559,100
Enterprise Fund:				
Water Enterprise Fund	6,073,000	18,093,930	-	24,166,930
Wastewater Enterprise Fund	400,000	2,612,980	-	3,012,980
Enterprise Funds Total:	6,473,000	20,706,910	-	27,179,910
Internal Service Funds:				
Workers' Compensation Fund	4,113,000	2,156,000	-	6,269,000
Liability Insurance Fund	1,893,000	3,000	1,709,000	3,605,000
Accrued Leave Fund	185,000	505,000	-	690,000
Equipment Maintenance & Replacement Fund	8,170,000	3,416,710	-	11,586,710
Information Technology Fund	1,671,000	1,307,910	-	2,978,910
Facilities Maintenance Fund	454,000	3,116,870	-	3,570,870
Internal Service Funds Total:	16,486,000	10,505,490	1,709,000	28,700,490
Grand Totals	$ 78,333,000	$ 166,786,750	$ 2,319,750	$ 247,439,500

Exhibit A

Requirements						Surplus (Deficit)	Ending Balance June 2026
Salaries & Benefits	*Maintenance & Operations*	*Capital Equipment*	*Capital Projects*	*Transfers Out*	*Total Requirements*		
$ 56,829,670	$ 43,066,880	$ 1,052,320	$ 1,050,000	$ 1,547,280	$ 103,546,150	$ (6,700,430)	$ 31,099,570
29,650	1,063,880	-	-	68,000	1,161,530	1,658,470	10,498,470
3,921,350	606,630	849,400	8,075,000	-	13,452,380	6,747,620	6,747,620
-	70,000	-	-	-	70,000	(70,000)	507,000
25,000	63,000	-	-	-	88,000	66,000	555,000
557,950	123,740	-	-	-	681,690	(138,690)	179,310
443,580	-	-	-	-	443,580	-	-
729,310	254,410	11,000	4,385,000	22,500	5,402,220	(706,620)	2,850,380
-	-	-	2,000,000	-	2,000,000	(1,985,000)	138,000
57,060	652,270	-	-	-	709,330	(698,200)	381,800
554,730	413,480	-	-	-	968,210	-	-
311,370	-	-	-	-	311,370	-	-
-	-	-	-	-	-	-	1,335,000
-	-	-	-	-	-	3,391,390	982,390
-	-	-	-	-	-	5,500	45,500
8,120	11,000	-	-	-	19,120	85,880	359,880
101,900	5,573,700	-	-	-	5,675,600	-	-
332,270	52,070	-	-	250,000	634,340	(634,340)	715,660
63,901,960	51,951,060	1,912,720	15,510,000	1,887,780	135,163,520	1,021,580	56,395,580
4,213,800	14,313,960	249,000	1,635,000	220,270	20,632,030	(2,538,100)	3,534,900
529,650	628,120	63,600	1,200,000	-	2,421,370	191,610	591,610
4,743,450	14,942,080	312,600	2,835,000	220,270	23,053,400	(2,346,490)	4,126,510
-	1,330,670	-	-	189,200	1,519,870	636,130	4,749,130
-	2,456,810	-	-	-	2,456,810	(744,810)	1,148,190
507,250	-	-	-	-	507,250	(2,250)	182,750
686,640	1,544,200	1,066,900	-	-	3,297,740	118,970	8,288,970
374,320	571,110	347,580	-	-	1,293,010	14,900	1,685,900
551,700	2,522,260	11,000	-	22,500	3,107,460	9,410	463,410
2,119,910	8,425,050	1,425,480	-	211,700	12,182,140	32,350	16,518,350
$ 70,765,320	$ 75,318,190	$ 3,650,800	$ 18,345,000	$ 2,319,750	$ 170,399,060	$ (1,292,560)	$ 77,040,440

Exhibit A

CITY OF BUENA PARK
Summary of Resources and Requirements
Fiscal Year 2026-27

FUND TYPE/DESCRIPTION	*Beginning Estimated Balance July 2026*	Resources		
		Estimated Revenue	*Transfers In*	*Total Resources*
General and Special Revenue Funds:				
General Fund	$ 31,099,570	$ 99,862,100	$ 397,670	$ 131,359,340
Economic Development Fund	10,498,470	2,920,000	-	13,418,470
Measure R Fund	6,747,620	20,200,000		26,947,620
Opioid Settlement Fund	507,000	-	-	507,000
Asset Forfeiture Fund	555,000	154,000	-	709,000
Proposition 172 PD Augmentation Fund	179,310	553,800	-	733,110
Supplemental Law Enforcement Fund	-	230,500	260,400	490,900
Gas Tax Fund	2,850,380	4,695,600	-	7,545,980
Measure M2 Fund	138,000	15,000	-	153,000
HOME Deferred Loan Fund	381,800	11,130	-	392,930
Community Development Block Grant Fund	-	1,042,880	-	1,042,880
State OCATT Fund	-	328,230	-	328,230
CalHome Program Fund	1,335,000	-	-	1,335,000
Park In-Lieu Fund	982,390	3,368,140	-	4,350,530
Traffic Congestion Relief Fund	45,500	5,500	-	51,000
AB2766/AQMD Fund	359,880	105,000	-	464,880
Successor Agency to RDA	-	5,772,090	-	5,772,090
Low/Mod Housing Successor Fund	715,660	-	-	715,660
General and Special Revenue Funds Total:	56,395,580	139,263,970	658,070	196,317,620
Enterprise Funds:				
Water Enterprise Fund	3,534,900	18,093,930	-	21,628,830
Wastewater Enterprise Fund	591,610	2,691,280	-	3,282,890
Enterprise Funds Total:	4,126,510	20,785,210	-	24,911,720
Internal Service Funds:				
Workers' Compensation Fund	4,749,130	2,223,900	-	6,973,030
Liability Insurance Fund	1,148,190	3,000	1,709,000	2,860,190
Accrued Leave Fund	182,750	505,000	-	687,750
Equipment Maintenance & Replacement Fund	8,288,970	3,436,230	-	11,725,200
Information Technology Fund	1,685,900	1,200,390	-	2,886,290
Facilities Maintenance Fund	463,410	3,060,860	-	3,524,270
Internal Service Funds Total:	16,518,350	10,429,380	1,709,000	28,656,730
Grand Totals	$ 77,040,440	$ 170,478,560	$ 2,367,070	$ 249,886,070

Exhibit A

Requirements							
Salaries & Benefits	*Maintenance & Operations*	*Capital Equipment*	*Capital Projects*	*Transfers Out*	*Total Requirements*	*Surplus (Deficit)*	*Ending Estimated Balance June 2027*
$ 60,396,260	$ 44,563,350	$ 818,840	$ 700,000	$ 1,594,600	$ 108,073,050	$ (7,813,280)	$ 23,286,290
29,650	1,032,030	-	-	68,000	1,129,680	1,790,320	12,288,790
4,120,880	766,180	146,500	4,500,000	-	9,533,560	10,666,440	17,414,060
-	70,000	-	-	-	70,000	(70,000)	437,000
25,000	63,000	-	-	-	88,000	66,000	621,000
602,930	123,750	-	-	-	726,680	(172,880)	6,430
490,900	-	-	-	-	490,900	-	-
770,990	261,010	-	4,085,000	22,500	5,139,500	(443,900)	2,406,480
-	-	-	2,000,000	-	2,000,000	(1,985,000)	(1,847,000)
34,120	2,270	-	-	-	36,390	(25,260)	356,540
603,450	439,430	-	-	-	1,042,880	-	-
328,230	-	-	-	-	328,230	-	-
29,630	630,000	-	-	-	659,630	(659,630)	675,370
-	-	-	-	-	-	3,368,140	4,350,530
-	-	-	-	-	-	5,500	51,000
8,120	11,000	-	-	-	19,120	85,880	445,760
107,300	5,664,790	-	-	-	5,772,090	-	-
349,720	52,540	-	-	250,000	652,260	(652,260)	63,400
67,897,180	53,679,350	965,340	11,285,000	1,935,100	135,761,970	4,160,070	60,555,650
4,448,180	14,407,100	50,500	1,785,000	220,270	20,911,050	(2,817,120)	717,780
552,320	685,020	10,250	2,000,000	-	3,247,590	(556,310)	35,300
5,000,500	15,092,120	60,750	3,785,000	220,270	24,158,640	(3,373,430)	753,080
-	1,387,060	-	-	189,200	1,576,260	647,640	5,396,770
-	2,811,690	-	-	-	2,811,690	(1,099,690)	48,500
507,250	-	-	-	-	507,250	(2,250)	180,500
729,080	1,549,440	835,000	-	-	3,113,520	322,710	8,611,680
412,720	624,730	148,080	-	-	1,185,530	14,860	1,700,760
579,920	2,442,610	1,800	-	22,500	3,046,830	14,030	477,440
2,228,970	8,815,530	984,880	-	211,700	12,241,080	(102,700)	16,415,650
$ 75,126,650	$ 77,587,000	$ 2,010,970	$ 15,070,000	$ 2,367,070	$ 172,161,690	$ 683,940	$ 77,724,380

June 24, 2025
PUBLIC HEARING
Item No. 6B.

City Council Agenda Report

ORDINANCE AND RESOLUTIONS ADOPTING TEXT AMENDMENT C-25-1, GENERAL PLAN AMENDMENT GP-25-2, AND ENVIRONMENTAL IMPACT REPORT NO. EIR-25-1 TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT

PREPARED BY	PRESENTED BY
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt (by 4/5 vote) or introduce and waive full reading (by 3/5 vote) of an Ordinance amending Division 1 (Administration), Division 3 (Single-Family), Division 4 (Multi-Family), Division 7 (Mixed-Use), and the Objective Design and Development Standards (C-25-1); 2) Adopt a Resolution amending the Land Use and Community Design Element (GP-25-2); and, 3) Adopt a Resolution certifying Environmental Impact Report (EIR-25-1) as well a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP).

PREVIOUS CITY COUNCIL ACTION

The 6th Cycle Housing Element was approved by the City Council on January 25, 2022, and the General Plan Amendment (GP-24-1), Zone Change (Z-24-2), Specific Plan Amendment (SPC-24-1), Text Amendment (C-24-1) and Negative Declaration (MND-24-1) were approved by the City Council on February 13, 2024.

DISCUSSION

The City's General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, culture, and the overall health and quality of life in the community. The General Plan presents a vision for the City's future, and embodies goals, policies, and strategies to turn that vision into a reality. The General Plan consists of ten interrelated elements:

- Land Use and Community Design

- Mobility
- Community Facilities
- Conservation and Sustainability
- Open Space and Recreation
- Safety
- Noise
- Economic Development
- Housing
- Environmental Justice

The last comprehensive update to the General Plan was completed in 2010, but the Housing, Mobility, Land Use and Community Design and Environmental Justice Elements have been updated individually over the last 15 years. While all General Plan Elements complement each other, the Housing Element and the Land Use and Community Design Element are the most interconnected in terms of goals and policies as it relates to development in the City. For example, policies regarding location, type, and density of residential development contained in the Land Use and Community Design Element directly relate to the Housing Element and are used as the basis for evaluating potential policy adjustments to allow increased residential capacity consistent with established General Plan goals. The Housing Element is unique compared to the other General Plan Elements because the State Department of Housing and Community Development (HCD) requires all cities to update their Housing Element every eight years. These updates are commonly referred to as "Housing Element Cycles" and the City Council approved the City's 6th Cycle Housing Element in 2022. Once it was approved by the City Council, the Housing Element was sent to HCD for review, and was certified by in February 2024. Within the certified Housing Element there are 18 Programs, which are required to be implemented in order for the Housing Element to retain its certification. The City is required to annually report on its progress towards implementing these Programs through the Housing Element Annual Report to HCD. Implementation of 10 of the 18 Housing Element Programs are incorporated into the proposed General Plan, Zoning Code, and Objective Design and Development Standards updates. The implementation effort was divided into two phases in order to meet the deadlines established by HCD for Housing Element certification. The first phase, which was completed and approved by the City Council in February 2024 included the following:

- Amend the General Plan Land Use Map and Zoning Map for those properties identified in the Sites Inventory of the Housing Element;
- Create five (5) new Housing Incentive Overlay (HIO) zones and Objective Design and Development standards; and
- Update the existing Housing Opportunities Overlay (HOO) zone to increase the permitted density.

The second phase is to update the Zoning Code (Title 19 of the Municipal Code) related to Administration (Division 1), Single-Family (Division 3), Multi-Family (Division 4) and Mixed-Use Zones (Division 7); update the Objective Design and Development Standards (ODDS); and, update the Land Use and Community Design Element of the General Plan to reflect the updates to the Zoning Code.

The Community and Economic Development Department contracted with CASC Engineering and Consulting, Inc. to assist the City with both Phase 1 and 2 as well as with completion of the required environmental analysis (CEQA) for the Zoning Code and General Plan amendments. The proposed amendments to the General Plan and Zoning Code will facilitate the development of 10,322 dwelling units and up to 438,333 square feet of new commercial space Citywide. It is important to note that the proposed amendments to the General Plan and Zoning Code are for planning purposes only and no specific construction project is included as part of the action to adopt the amendments to the General Plan and Zoning Code.

Municipal Code Text Amendments (C-25-1)

The proposed amendments to Title 19 (Zoning Code) include amendments to Division 1 (Administration), Division 3 (Single-Family), Division 4 (Multi-Family) and Division 7 (Mixed-Use). As a result of the extent of the amendments made to each of these Divisions, the attached Ordinance will repeal and replace each of these Divisions in their entirety rather than showing the deletions in strike-through. All new text is shown in double-underline on the attached Ordinance. The overarching purpose of the Zoning Code amendments are to streamline and simplify construction in all zones which allow residential uses and to ensure that the Zoning Code is consistent with State legislation surrounding residential development. While the majority of the amendments are aimed at residential development, the proposed amendments also simplified the process for certain commercial and industrial developments to make minor additions and alterations without having to go through a public hearing process.

Pursuant to Buena Park Municipal Code Chapter 19.124.010, the City Council must find that the proposed Title 19 (Zoning) Code amendments are consistent with the General Plan and that the proposed amendments will not negatively impact housing needs of the region or the public service needs of City residents. The proposed amendments are consistent with the goals, policies, purposes, objectives, and programs of the City's General Plan, specifically the Housing and the Land Use and Community Design Elements. The result of the amendments will increase and not diminish opportunities for housing development within the City while also balancing the public service needs of the City residents and the fiscal and environmental resources available. New development will be required to comply with current Building and Zoning Code standards and must demonstrate that it can provide all needed utilities and services. Additionally, new development will be required to pay all fees, including applicable development impact fees to offset the cumulative impacts to the City's infrastructure network. The proposed text amendments will facilitate the future development of up to 10,322 dwelling units along with up to 438,333 square feet of new commercial space.

Amendments to the Objective Design and Development Standards (ODDS)

The City Council first approved the Objective Design and Development Standards (ODDS) in February 2024. The primary purpose of the ODDS is to supplement the Zoning Code and General Plan for development projects located with the Housing Incentive Overlay (HIO) zones, which must be reviewed ministerially. The objective standards contained in the ODDS are clear, measurable, and uniformly applicable criteria used to evaluate development projects. Unlike subjective guidelines that may rely on personal judgment, objective standards are based on quantifiable benchmarks, ensuring consistency and predictability in the review process by City staff, property owners and the development community. For example, specifying a "minimum front yard building setback of 20 feet" is an objective standard, whereas a development standard that a "front yard building setback should match the character of the surrounding neighborhood" is subjective and open to interpretation. Further underscoring the value and need of objective standards, State legislation including Senate Bills SB 35, SB 330 and others mandate that cities review qualifying residential projects based exclusively on objective standards, facilitating a ministerial (non-discretionary) review process. The City's adoption and implementation of objective standards, both in the ODDS and Zoning Code allows for the streamlining of the review process for housing and mixed-use developments while maintaining a degree of control over the aesthetic and functional aspects of new developments, additions and alterations. While the City Council first adopted the ODDS in February 2024, as a result of the proposed amendments to Title 19 (Zoning Code) and recent project proposals that have been submitted, a need was identified to make several amendments and/or clarifications to ensure that these standards continue to achieve their intended results.

General Plan Amendment (GP-25-2) - Land Use and Community Design Element

In addition to the amendments to Title 19 (Zoning Code) and ODDS, there are also proposed amendments to the Land Use and Community Design Element of the General Plan. The Land Use and Community Design Element directs development patterns by identifying and describing the location and distribution of existing and future land uses throughout the City and articulates the City goals and policies to address community character and identity, as well as future growth and change. The majority of the proposed amendments to the General Plan are to update tables, maps, policies and goals to align with the changes made in Phase 1 of this effort and updates to the Zoning Code. Attachment 2 provides a comprehensive description of all proposed amendments to the Land Use and Community Design Element.

Environmental Impact Report (EIR-25-1)

Although no specific development project is proposed as part of the amendments to the Zoning Code and General Plan, for purposes of evaluating the potential environmental impacts under CEQA, it must be assumed that all 10,322 residential units and 438,333 square feet of new commercial square footage will be constructed and as a result, it was determined that an Environmental Impact Report (EIR) was the most appropriate CEQA document to prepare for this project. An Initial Study was completed in early November 2024 and a Scoping Meeting was held on November 13, 2024, as part of a regularly scheduled Planning Commission meeting. Following the input received during the Scoping Meeting, a draft of the EIR was made available for public review from February 14, 2025, to March 31, 2025. Upon the completion of the public review period, City staff and the consultant team prepared responses to the comments received on the draft EIR. Comment were received from several external agencies including Caltrans, OC Sanitation and the Orange County Transportation Authority. The final EIR was reviewed and recommended for approval by the Planning Commission on May 28, 2025, and is now ready for final determination by the City Council. The EIR concluded that, based on the scope of the project, there are certain environmental impacts that could not be mitigated to a less than significant level. The specific areas where there are environmental impacts that cannot be mitigated to a less than significant level are Air Quality and Greenhouse Gas Emissions. Specifically, the project would result in unavoidable impacts in the following areas:

- *Construction-Related Emissions.* Construction-related emissions are speculative and cannot be accurately determined at this stage of the planning process. Therefore, specific impacts are too speculative to evaluate and it cannot be definitively stated that all future development projects would not exceed the applicable thresholds. As such, the Project would result in a significant and unavoidable impact for emissions of CO, VOCs, NOx, SOX, PM10, and PM2.5 during construction with respect to future development projects even with implementation of mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP).
- *Operational-Related Emissions.* During the operational phase, potential development within the Project area would result in a net increase in regional criteria pollutants from the operation of both stationary and mobile sources. CEQA review of individual development projects would include an evaluation to determine whether potential air pollutant emissions generated from growth could result in a significant impact to air quality. The significance level of these impacts would be determined during review and appropriate mitigation measures would be developed. However, due to the magnitude of development and associated mobile and stationary source air quality impacts, impacts in this regard would be significant and unavoidable.
- *AQMP Consistency.* As the program level analysis of emissions associated with the potential development in the Project area would exceed SCAQMD thresholds, the Project would potentially result in a long-term impact on the region's ability to meet State and Federal air quality Standards. The Project would conflict with the AQMP as it would not meet the first AQMP consistency criterion.
- *Cumulative Construction, Operational Impacts and Impacts to Sensitive Receptors.* Construction of future potential development projects in the Project area may be "cumulatively considerable". Emissions from operations of the proposed Project would potentially exceed the SCAQMD thresholds for criteria pollutants, resulting in a significant impact. In accordance with SCAQMD methodology, any project that cannot be mitigated to a level of less than significant is also significant on a cumulative basis.

All other environmental impacts associated with implementation of the proposed Project would be less than significant with compliance with the goals, policies, and implementation measures in the General Plan and the Mitigation Monitoring and Reporting Program. As required by CEQA Section 21081(b) and State CEQA Guidelines Section 15093, there is a process to certify an EIR even when the City finds that a project will have unavoidable environmental effects. This process is called a Statement of Overriding Considerations. Essentially, the conclusion by the City is that the unavoidable environmental impacts from the project are outweighed by overriding economic, legal, social, technological, or other benefits offered by the Project. Specifically, the Project will provide the following benefits:

1. The Project facilitates preservation and development of affordable housing. Several of the Housing Element Implementation Programs relate directly to the promotion of affordable housing. Programs 8 and 10-18 all promote affordable housing and ensure that the City meets its RHNA goals. Implementation of these programs will increase the maximum density bonus for Affordable Housing, update regulations related to ADUs, provide for by-right approvals for projects meeting the affordability requirements, provide for replacement housing, emergency shelters and special needs housing.
2. The Project will comply with State Housing Element Law and meet the City's RHNA target. Housing Element Law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law recognizes that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing production. Housing element statutes also require the HCD to review local housing elements for compliance with state law and to report their findings to the local government. The City was assigned a RHNA of 8,919 for the 2021–2029 planning period, distributed among very low, low-, moderate- and above moderate-income categories. The RHNA represents the minimum number of housing units each community is required to provide "adequate sites" for through zoning and is one of the primary threshold criteria necessary to achieve approval of the element by HCD. HCD certified the City's Housing Element in February 2024, and the City is obligated under State law to implement the Housing Element Implementation Programs.
3. Through Implementation Programs 14 and 18, the City will encourage fair and equal housing opportunities by updating the development regulations for emergency shelters and transitional/support housing, low barrier navigation centers, and employee housing as well as establish requirements for Low Barrier Navigation Centers.
4. The Project implements streamlining the entitlement process for affordable housing. Implementation Programs 12, 16 and 17 are an integral component of the City's overall goal to remove barriers to affordable housing via streamlining the development process. This Project creates Objective Design and Development Standards to make affordable housing and mixed-use development easier and updates the City's review process to ensure compliance with state laws.

Based on the above-referenced benefits, specifically the need to implement the Housing Element as certified by HCD, the Statement of Overriding Considerations is a necessary and appropriate process to certify the EIR.

PUBLIC NOTIFICATION

A public hearing notice for these actions was provided in accordance with the Buena Park Municipal Code and state law. A newspaper notice was posted at the required locations on June 12, 2025 and published in the Buena Park Independent on June 13, 2025.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

Attachment 1 - Ordinance w_Exhibits.pdf

Attachment 2 - Resolution GP-25-2 w_Exhibit.pdf

Attachment 3 - Resolution EIR-25-1 w_Exhibit.pdf

Attachment 4 - Summary of Changes Divisions 1, 3 and 4.pdf

ORDINANCE NO.

TEXT AMENDMENT NO. C-25-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING AN ORDINANCE AMENDING TITLE 19 OF THE BUENA PARK MUNICIPAL CODE, SPECIFICALLY DIVISIONS 1 (ADMINISTRATION), 3 (SINGLE-FAMILY), 4 (MULTI-FAMILY) AND 7 (MIXED-USE) AS WELL AS AMENDMENTS TO THE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS

A. Recitals.

(i) The City Council adopted the Buena Park General Plan as required by law on December 7, 2010, through the adoption of Resolution No. 12497; and

(ii) The General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, culture, and the overall health and quality of life in the community; and

(iii) The State Department of Housing and Community Development (HCD) requires cities to update their Housing Element every eight years; and

(iv) The City of Buena Park's 6th Cycle Housing Element Update was approved by the City Council on January 25, 2022 and Certified by HCD on February 29, 2024; and

(v) To maintain HCD certification of the Housing Element, and as part of the implementation process for ten of the eighteen Housing Element Programs, the City Council initiated General Plan and Zoning Code updates that were scheduled to occur in two phases; and

(vi) The City Council approved a General Plan Amendment and Zoning Code Amendment to create five new Housing Incentive Overlay Zones (HIO) and Objective Design and Development Standards on February 13, 2024; and

(vii) The second phase of implementation of the Housing Element is to adopt amendments to the residential and mixed-use zoning classifications to establish permitted uses and development standards consistent with the newly created overlay zones; and

(viii) While the proposed amendments to the Zoning Code and General Plan will facilitate the development of up to 10,322 dwelling units and up to 438,333 square feet of new commercial space citywide, the proposed amendments are for planning purposes only and no specific construction project is proposed as part of the action to adopt the amendments to the General Plan and Zoning Code; and

(ix) The Planning Commission reviewed and considered all elements of said Text Amendment No. C-25-1 together with the associated General Plan Amendment (GP-25-2) and Environmental Impact Report (EIR-25-1) and the information contained therein and all legal

prerequisites to the adoption of the Planning Commission Resolution occurred.

(x) The Planning Commission conducted a public hearing on May 28, 2025, to consider Text Amendment No. C-25-1 to amend various Divisions within Title 19 of the Municipal Code and updates to the objective Design and Development Standards regulating the Housing Incentive Overlay zones and approved a Resolution (5-0) recommending that the City Council adopt an Ordinance amending the aforementioned Divisions of the Municipal Code; and

(xi) The City Council has considered and approved EIR-25-1 for the Project under separate Resolution on June 24, 2025, prior to making its determination on proposed Text Amendment C-25-1, and General Plan Amendment GP-25-2; and

(xii) On June 24, 2025 the City Council of the City of Buena Park has conducted a duly noticed public hearing as required by law to consider the proposed Text Amendment C-25-1 and General Plan Amendment GP-25-2. Said public hearing was concluded prior to the adoption of this Ordinance and the City Council's approval of General Plan Amendment GP-25-2; and

(xiii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does ordain as follows:

Section 1. The City Council hereby specifically finds that all facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2. The proposed Text Amendment C-25-1 and the amendments to the Objective Design and Development Standards are consistent with the goals, policies, purposes, objectives, and programs of the City's General Plan. The proposed Text Amendment C-25-1 will increase and will not diminish the opportunities for housing development within the City while also balancing the public service needs of the City residents and the fiscal and environmental resources available. New development will be required to comply with current Building and Zoning Code standards and must demonstrate that it can provide all needed utilities and services. Additionally, new development will be required to pay all fees, including applicable development impact fees to offset any potential cumulative impacts to the City's infrastructure network.

Section 3. The proposed Text Amendment is recommended for adoption concurrently with General Plan Amendment No. GP-25-2 and EIR-25-1 and will create new housing opportunities by facilitating the development of up to 10,322 residential units and up to 438,333 square feet of new commercial development. This will increase the City's housing supply in a manner compatible with the existing and anticipated development in the area.

Section 4. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and information provided to the City Council during the public hearing conducted on June 24, 2025 with respect to the Project.

Section 5. The City Council has reviewed and considered all components of the requested Text Amendment No. C-25-1 including compliance with the California Environmental Quality Act (CEQA) through the preparation of an Environmental Impact Report (EIR-25-1), adopted by

separate resolution, and have determined that the EIR, the accompanying Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations are the appropriate environmental analysis for the project.

Section 6. The City Council hereby approves Text Amendment C-25-1, repealing and replacing Divisions 1, 3, 4 and 7 (Exhibit A) and amendments to the Objective Design and Development Standards (ODDS) (Exhibit B).

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 8. The Director of Community and Economic Development shall cause a Notice of Determination to be filed regarding Text Amendment No. C-25-1 in accordance with the law.

Section 9. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall take effect thirty (30) calendar days after adoption.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES:	0	COUNCILMEMBERS:
NOES:	0	COUNCILMEMBERS:
ABSENT:	0	COUNCILMEMBERS:
ABSTAINED:	0	COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, 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 __th day of__.

_____
City Clerk

EXHIBIT A
Text Amendment C-25-1
New Text Shown in Underline

Division 1 - Administration

Chapter 19.104 **Introduction and Definitions**
Chapter 19.108 **Procedures—General**
Chapter 19.112 **Hearings**
Chapter 19.116 **Decisions**
Chapter 19.120 **Appeals**
Chapter 19.124 **Legislative Procedures**
Chapter 19.128 **Administrative Procedures**
Chapter 19.132 **Quasi-Judicial Procedures**
Chapter 19.136 **Applicability of Regulations**
Chapter 19.140 **Relationship of Zoning Regulations to Other Laws and Regulations**
Chapter 19.144 **Assignment of Authority, Powers, and Duties**
Chapter 19.148 **Violations and Penalties**

Chapter 19.104 **Introduction and Definitions**

§ 19.104.010 **Title.**

§ 19.104.020 **Authority.**

§ 19.104.030 **Purpose.**

§ 19.104.040 **Establishment of Zones.**

§ 19.104.050 **Establishment of Overlay Zones.**

§ 19.104.060 **Zoning Map.**

§ 19.104.070 **Interpretation of Zoning Map.**

§ 19.104.080 **Definitions.**

§ 19.104.010. Title.
This Title 19 may be cited as the Buena Park Zoning Ordinance.

§ 19.104.020. Authority.
This Title 19 is enacted pursuant to the California Planning and Zoning Law: Title 7, Division 1, Chapter 4 (Sections 65800 through 65912) of the California Government Code.

§ 19.104.030. Purpose.
The purpose of this Title 19 is to implement the General Plan of the City of Buena Park and to ensure that the growth and development of the City is attractive, efficient and humane; and that the health, safety, prosperity, enjoyment, and general welfare of those who reside, work, or visit in the City is served to the optimum degree.

§ 19.104.040. Establishment of Zones.
The following zones are established, with their general purpose as indicated, and classified into groups as shown for purposes of reference in this Title 19:

A. Residential Zones.

1. Single-Family Zones:

a. **RS-16, Select Estate Residential Zone**. For the development and preservation of residential areas of single-family homes on large lots in order to maintain a park-like setting within a hillside environment.

b. **RS-10, Estate Residential Zone.** For the development and preservation of residential areas of single-family homes on relatively large lots located adjacent to or near a golf course.

c. **RS-8, Suburban Residential Zone.** For the development and preservation of residential areas of single-family homes on medium-sized lots located in hillside areas or near a golf course.

d. **RS-6, One-Family Residential Zone.** For the development and preservation of residential areas of single-family homes located on moderate to minimum size lots on relatively flat terrain.

2. Multifamily Zones:

a. **RMH, Mobile Home Park Zone.** For the development and preservation of mobile home park communities which are attractive for permanent residences and include the facilities and services for such residences.

b. **RM-10, Low-Density Multifamily Residential Zone.** For the development and preservation of relatively low-density garden apartments, town houses, condominiums, and other forms of attached dwellings in an attractive environment, with outdoor areas for both private and common use.

c. **RM-20, Medium-Density Multifamily Residential Zone.** For the development and preservation of medium-density apartments, condominiums, and group quarters in locations convenient to community commercial, recreational and cultural activities.

B. Commercial Zones.

1. **CO, Office Zone.** To provide for primarily professional and business offices serving the community in an attractive environment and to protect adjacent residential areas from adverse effects of excessive commercial activity.
2. **CS, Community Shopping Zone.** To provide primarily for shopping centers varying from neighborhood convenience centers to a major regional shopping center, and to provide within such centers conveniently grouped stores with adequate parking.
3. **CG, Commercial General Zone.** To provide for the variety of commercial activities needed to serve the community, primarily located in the central area of the City and secondarily located along arterial street frontages.
4. **CR, Regional Commercial Zone.** To provide for larger, more intensive regional commercial development situated on large sites. The consolidation of smaller contiguous commercial properties into a larger master-planned integrated regional commercial center is strongly encouraged through the provision of special standards and development incentives of Chapter 19.556.

C. Industrial Zones.

1. **CM, Commercial Manufacturing Zone.** To provide for commercial activities requiring larger site areas than available in the central area of the City, and for commercial and limited industrial services not appropriate for location in the central commercial areas.
2. **MR, Research Manufacturing Zone.** To provide for administrative or executive offices of business and industrial concerns, scientific research offices and laboratories, restricted manufacturing activities, and compatible appurtenant uses, all in a highly attractive and pollution-free environment.
3. **ML, Light Industrial Zone.** To provide for small and medium size industrial uses which are not likely to have adverse effects upon each other or upon neighboring residential and commercial areas.
4. **MH, Heavy Industrial Zone.** To provide for manufacturing and distribution plants which require relatively large sites, to protect such uses from the disruptive effects of unrelated commercial or other activity in their midst, and to protect the surrounding community from adverse environmental effects of industrial activity.

D. Open Space Zones.

1. **OS, Open Space Zone.** To provide for the preservation of open space areas, including transportation and utility right-of-way corridors, which contribute to the quality of the community environment by remaining open in character and not intensively used for residential, commercial, industrial or recreational activities.
2. **OR, Recreational Open Space Zone.** To provide for recreational activities located in or using substantial open space.

E. Mixed-Use Zones.

1. **GMU, General Mixed-Use Zone.** To provide a mix of compatible higher-density residential and neighborhood commercial uses along major arterials. The mix of uses can be integrated vertically (i.e., commercial on the ground floor with residential and/or office uses above) or horizontally (residential next to commercial and office uses). Single-use projects (i.e., a project that is entirely residential or entirely non-residential) are not permitted in GMU zones. A minimum of two (2) uses are required for GMU zones.
2. **CBPMU, Central Buena Park Mixed-Use.** To provide a mix of compatible higher-density residential and/or office uses above existing commercial, and office uses in a pedestrian-friendly environment. The mix of uses shall be integrated vertically (i.e., commercial on the ground floor with residential and/or office uses above). Single-use projects (i.e., a project that is entirely residential or entirely nonresidential) are not permitted in CBPMU zones. A minimum of two (2) uses are required for CBPMU zones.
3. **EMU, Entertainment Mixed-Use.** To provide a mix of compatible higher-density residential, entertainment, and commercial uses that support entertainment and tourism within the City. The mix of uses can be integrated vertically (i.e., commercial or entertainment uses on the ground floor with residential uses above) or horizontally (residential next to commercial and entertainment uses). Single-use projects (i.e., a project that is entirely residential or entirely nonresidential) are not permitted in EMU zones. A minimum of two (2) uses are required for EMU zones.
4. **COMU, Commercial Office Mixed-Use.** To provide a mix of compatible higher-intensity commercial and office uses within existing commercial and industrial areas in the City. The mix of uses can be integrated vertically (i.e., commercial uses on the ground floor with office uses above) or horizontally (commercial uses next to office uses). Single-use projects (i.e., a project that is entirely commercial or entirely office) are not permitted in COMU zones. A minimum of two (2) uses are required for COMU zones.

F. Special Zone.

1. **AR, Amusement Resort Zone.** To provide for the continued development and preservation of a major tourist-recreational attraction in a park-like setting and which is unique and distinctive from the usual type of business enterprise. The purpose of creating an AR District is to protect valuable property rights which have been created as a result of such business establishments. No land shall be zoned in an AR District unless it has been demonstrated that there are exceptional or extraordinary circumstances or conditions applicable to the property involved that would require an AR District zoning, and that unless land is placed in an AR District, the owner or owners of such land would be deprived of existing material property rights.

G. **Specific Plan Zones.** The following described specific plans are adopted together with their real property designations. A full, true and correct copy of the text of each such specific plan is maintained in the office of the City Clerk and in the office of the director of development services. The specific plans are not codified as part of this Title 19 but, rather, they are separately bound and made available to the public and for purchase. The specific plans govern the land use and development standards for property identified on the Zoning Map with the following designations.

1. **ECSP, Entertainment Corridor Specific Plan.** To provide for the continued development, preservation, and enhancement of integrated major tourist entertainment attractions and visitor-serving commercial uses in attractive settings that are unique and distinctive from the conventional use pattern of independent and unrelated businesses.
2. **ACSP, Auto Center Specific Plan.** To provide for the continued development, preservation, and enhancement of auto dealers and related commercial and retail uses in orderly and

attractive settings that are unique and distinctive from the conventional use pattern of independent and unrelated businesses.

3. **BOMUSP, Beach-Orangethorpe Mixed Use Specific Plan.** To provide for the continued development, preservation and enhancement of a world class mixed use development comprised of commercial retail, full-service hotel, multiple-family units in high rise buildings and multi-level parking that are unique and distinctive from the conventional land use pattern of independent and unrelated activities.

H. **Planned Development Zones.** To provide for land uses and development standards to be tailored to individual sites. This land use designation requires that a master plan be prepared for each area so designated. The master plan must discuss development phasing, development intensities, amenities, design, and how the development is to conform with the guiding principles included in the Land Use Element of the General Plan for each area designated as Planned Development. It is intended to preclude incremental development which may be detrimental to the whole.

§ 19.104.050. Establishment of Overlay Zones.

The following special designations are established which may be combined by notation on the Zoning Map with any of the zones listed in Section 19.104.040 in order to accomplish the additional purposes indicated below:

A. **A, Agricultural Overlay Zone.** To provide for the preservation of areas of single- family homes on large lots with associated agricultural activities, including limited animal keeping.

B. **P, Parking Overlay Zone.** To provide for and encourage the development of needed parking areas to serve adjacent commercial and public service uses located in the central area of the City. Such parking use is intended to be arranged within residential zones adjacent to commercial zones in a manner which protects the residential areas from undue adverse effects of adjacent commercial activity and may lead to an orderly transition from residential to parking use for such areas.

C. HIO, Housing Incentive Overlay Zones. To provide for and encourage the development of affordable housing to a broad range of households with varying income levels within the City to meet current and future housing needs.

a. The Mixed-Use Housing Incentive Overlays focus on mixed-use, walkable and vibrant environments and range in function and intensity from primarily residential areas with a mix of lower intensity building types (**MUO45, Mixed-Use Overlay 45**), to moderate intensity neighborhoods (**MUO60, Mixed-Use Overlay-60**), to higher intensity neighborhoods (**MUO100, Mixed-Use Overlay-100**). The “45”, “60”, and “100” in the name of the Overlay refers to the allowable density within the Overlay Zone.

b. The **Housing Opportunities Overlay (HOO)** provides for higher-density affordable multi-family housing. The HOO has been applied to properties shown with the overlay in the Zoning Map.

c. The **Religious Congregational and Fraternal Overlay (RCFO)** allows faith-based and fraternal organizations to build affordable housing on their sites.

d. The **Hotel/Motel Conversion Overlay (HMCO)** allows for the conversion of underperforming hotels/motels into interim or permanent supportive housing for veterans, individuals or families with special needs, and those formerly homeless.

§ 19.104.060. Zoning Map.

A. The map entitled Zoning Map, City of Buena Park on file in the office of the City Clerk is made a part of this Title 19 by this reference thereto. Boundaries and symbols shown on this map indicate the areas of the City to which the regulations of the various zones apply.

B. Zone boundaries and symbols shown on the Zoning Map shall be amended or revised only by means of zone changes adopted pursuant to Section 19.124.030 or zone boundary adjustments adopted pursuant to Section 19.128.080.

§ 19.104.070. Interpretation of Zoning Map.

A. In determining the precise location of zone boundaries as shown on the Zoning Map, the following rules shall be followed, with precedence given to the rules in the order listed:
   1. Where properties on opposite sides of a street, alley, walkway, or other right- of-way or easement are in different zones, the zone boundary shall be considered to be the centerline of such right-of-way or easement unless otherwise clearly indicated. The centerline shall be considered to be the line which would become the property line in the event the right-of-way or easement were vacated.
   2. Where the zone boundary appears to be in the approximate location of a property line, the zone boundary is considered to coincide with the property line unless otherwise clearly indicated.
   3. The location of a zone boundary shall be determined by scaling from the nearest lines or reference points shown on the Zoning Map.

B. Where any area is without a zone designation, such area shall be deemed to be in the OS Zone until such time as a zone change or zone boundary adjustment is approved.

§ 19.104.080. Definitions.

When used in this Title 19, the words, terms and phrases defined in this chapter shall have the meaning and construction given herein, except when used in a context which clearly indicates a different meaning or construction.

Abutting. "Abutting" means physically touching. Abutting lots share a common lot line or lot corner. Abutting buildings or objects are located in such a way that at one or more points there is no intervening space between them.

Access. "Access" means the way, place or means by which pedestrians or vehicles are physically and legally permitted ingress and/or egress from a building, lot, area or use.

Adjacent. "Adjacent" means physically touching or separated only by intervening open space. Adjacent sites or lots are either abutting or separated by an alley, street (other than a highway) or other right-of-way not more than one hundred twenty feet in width. Adjacent buildings or structures are those located on the same site or on lots adjacent to the subject site.

Adult day care center. "Adult day care center" means a licensed community care facility for the regular care and supervision of the elderly, developmentally disabled adults, or mentally disordered adults for periods less than 24 hours in a non-residential setting outside the licensee's own residence with incidental non-acute medical care and a variety of social and related support services, as defined and licensed under the Community Care Licensing Division of the State Department of Social Services.

Affordable housing. "Affordable housing" means dwelling units:

A. Having a sale or rental price in the range considered lower or very low, as the same is defined and as such may be amended in the California Health and Safety Code, or

B. Constructed for qualifying senior citizens as defined in Section 51.2 of the California Civil Code as the same exists or may be amended.

Alley. "Alley" means public right-of-way providing vehicular access to the side or rear of one or more lots but not intended for through traffic circulation.

Alteration. "Alteration" means any change or rearrangement in the supporting members of an existing building or structure, such as bearing walls, columns or beams, any horizontal or vertical enlargement or diminution, any change in the size of exterior doors or windows, or the moving of a building or structure from one location to another, either on the same parcel or another.

Amenity. “Amenity” means a feature or area integrated into a development that enhances the attractiveness or value of a location or property, such as a swimming pool, clubhouse, park, or other leisure or recreational facilities.

Animal Sales and Grooming. “Animal sales and grooming” means a combined business or service that involves the sale of animals along with grooming services for these animals. In this establishment, customers can purchase

animals like cats, or birds, (excluding dogs) and also have their pets groomed and maintained. Grooming services typically include activities like bathing, fur trimming, nail clipping, and hygiene care.. Overnight care or boarding is not permitted.

Antiques. "Antiques" means objects of art or pieces of furniture, household implements and the like, which, because of age, rarity and fabrication, or manufacture at a time much earlier than the present, have acquired a collector's quality and value. This definition does not include any objects or materials that are obsolete and have secondhand or salvage value only.

Arboretum/botanical garden. "Arboretum/botanical garden" means a facility, whether public or private, primarily dedicated to the cultivation, display, and preservation of a variety of plants, trees, and other vegetation for educational, research, conservation, and aesthetic purposes. These spaces may include greenhouses, walking trails, interpretive signage, demonstration gardens, and areas for public events or guided tours. Ancillary uses may involve visitor centers, gift shops, and cafes, provided they support the primary function of the arboretum or botanical garden.

Arcades. "Arcades" mean an establishment where four (4) or more mechanical or electronic amusement games are located, whether provided independently or as an accessory use to another business. Objective Design and Development Standards mandate that the maximum size of an arcade does not exceed 3,000 square feet. However, arcades proposed to exceed this limit must obtain City Council approval. In no case shall an arcade exceed 10,000 square feet. Noise buffers/barriers are required to mitigate sound disturbances, and special protective measures apply to arcades located within 50 feet of residential areas to ensure a harmonious coexistence.

Architectural Feature. "Architectural feature" means a prominent or characteristic part of a building, such as a cornice, parapet, eave, sill, window or door frame, or other embellishment.

Assisted Living Facility. "Assisted living facility" means a licensed residential facility designed for seniors or disabled individuals who require assistance with daily activities, including meals, medication management, and personal care.

Automated Teller Machines (ATMS). "ATMs" mean a pedestrian- or vehicle-oriented machine used by bank and financial service patrons for conducting transactions including deposits, withdrawals, and fund transfers, without contact with financial institution personnel. The machines may be located at or within banks, or in other locations, in compliance with the City's Municipal Code.

Automobile service station. "Automobile service station" means an establishment or portion of an establishment where motor vehicle fuel is dispensed at retail.

Banquet/catering facility. "Banquet/catering facility" means a commercial enterprise primarily engaged in the preparation and provision of food and beverages for events, functions, and gatherings, whether on-site at a banquet facility or off-site at a client-designated location. This definition includes both banquet facilities and catering facilities. The primary function is to prepare and serve food and beverages for pre-arranged events such as weddings, corporate meetings, parties, and other social gatherings. The business may operate from a designated banquet facility, a catering kitchen, or both. A banquet facility typically includes dining areas, event spaces, and amenities to host large groups, while a catering facility focuses on food preparation and logistical support for off-site events. Banquet facilities may host events on-site, providing space and amenities such as tables, chairs, decorations, and audiovisual equipment.

Basement. "Basement" means that portion of a building which is partly or wholly below grade. A basement shall be considered as a story above grade where the finished surface of the floor above the basement is more than six feet above grade plane.

Bedroom. "Bedroom" means a room within a dwelling unit, other than a kitchen, living room or dining room, which could be used for sleeping purposes, is provided with natural light and natural ventilation, and is separated by a door or archway from the rest of the dwelling unit.

Berm. "Berm" means a mound of earth designed and permanently maintained for purposes of visual screening, physical enclosure, noise control, erosion or drainage control, or as an element of landscape design. (See also fence.)

Borrow pit. "Borrow pit" means any place or premises where earth, soil, sand, gravel or other material is removed by excavation for any purpose other than that necessary and incidental to development on the same premises.

Buffer. "Buffer" means a strip of land, including landscaping, berms, walls, and/or fencing, that physically separates and visually screens one use or property from another to mitigate adverse impacts of the more intense use (e.g., dust, glare, light, noise, odor, etc.).

Building. "Building" means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons, animals, goods, equipment, vehicles, processes, or activities of any kind.

Building, accessory. "Accessory building" means a building or structure detached from a main building on the same premises and used or intended only for an accessory use.

Building coverage. "Building coverage" means the percentage of the lot area that is covered by buildings or structures, excluding open areas such as courtyards, plazas, and pedestrian pathways.

Building Frontage. “Building frontage” means the side of a building containing the main entrance for pedestrian entrance and exit. If more than one main entrance exists, the entrance that more nearly faces, or is oriented to, the street of highest classification as portrayed in the Circulation Element of the General Plan, shall be considered the building frontage. If all streets are of the same classification, the side of the building with the smallest horizontal lineal dimension containing a main entrance shall be considered the building frontage.

Building height. "Building height" means the vertical distance from the finished ground level to the roof surface of a building. Since some building height regulations of this Title define sloping building envelopes, the permitted building height may vary from point to point and the highest point of a roof may not be the critical point for height limitation purposes. Where the finished ground level varies around the perimeter of a building, an assumed ground level at any point within the perimeter of the building is derived from a cross-section through the building in the vertical plane which is critical for height limitation purposes, in which plane the ground level on opposite sides of the building is connected by a straight line. (See Diagram 1 at the end of this chapter.)

Building, main. "Main building" means a building within which is conducted a primary or incidental use of the premises.
Building official. "Building official" means the officer of the City responsible for enforcing the building, plumbing, mechanical, electrical, and related codes.

Canopy or Tarp. "Canopy or Tarp" means any shelter, including support structure, which exceeds 42 square feet and maintains a roof, cover, or walls made of cloth, vinyl, flexible plastic, canvas, or other similar material, whether freestanding or attached to another structure, including trampolines.

Carport. "Carport" means a roofed structure providing space for parking of motor vehicles and enclosed on not more than three sides.
Carwash, drive-through. "Drive-through carwash" means a mechanical carwash where customers remain in their vehicles during washing operation.

Carwash, full-service. "Full-service carwash" means a mechanical and/or hand carwash where customers leave their vehicles during washing operations.

Carwash, mechanical. "Mechanical carwash" means any permanent facility where power-driven equipment, steam-cleaning equipment, or stalls with water-spraying devices are used for the washing of vehicles as a retail service. Mechanical carwashes are further classified as either full-service, drive-through or self-service carwashes.

Carwash, self-service. "Self-service carwash" means a mechanical carwash where facilities are provided for customers to wash their own vehicles.

Certificate of Occupancy. "Certificate of Occupancy" means a document issued by the Building Official certifying that a building or structure complies with all applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

Child day care center. "Child day care center" means a licensed community care facility for the regular, non-medical care and supervision of infants, toddlers, preschoolers, and/or school-age children for periods of less than 24 hours in a non- residential setting outside the licensee's own residence, as defined and licensed under the Community Care Licensing Division of the State Department of Social Services.

Church. "Church" means a permanent use of premises where the primary activity is religious worship and the premises are maintained and controlled by an organized religious body. Rescue missions, tent revivals, and temporary assemblies are not included in this definition.

Club. "Club" means a permanent use of premises where the primary activity is assembly of a nonprofit association of persons for social or recreational purposes, and the premises are maintained and controlled by such association. Organizations and activities primarily or customarily involved in commercial enterprise are not included in this definition.

Cluster Development. "Cluster Development" means a development design technique that groups residential units in a specific area of a site to preserve the remaining land for open space, or recreation.

Commercial establishment, drive-in. "Drive-in commercial establishment" means an establishment which by design, physical facilities, and/or service procedures encourages or permits customers to receive and consume goods or services while remaining in their parked motor vehicles on the premises.

Commercial establishment, drive-through. "Drive-through commercial establishment" means an establishment which by design, physical facilities, and/or service procedures encourages or permits customers to receive goods or services at a drive-up window or station and then leave the premises without parking their vehicles.

Commercial establishment, take-out. "Take-out commercial establishment" means a food sales or service establishment which by design, physical facilities, and/or service procedures predominantly encourages or permits customers to receive goods or services at a walk-up window or station, but does not provide for or encourage consumption on the premises.

Commercial establishment, walk-up. "Walk-up commercial establishment" means a food sales or service establishment which by design, physical facilities, and/or service procedures encourages or permits customers to receive goods or services at an exterior walk-up window or station and encourages or provides for consumption on the premises.

Commercial zone. "Commercial zone" means any of the zones listed under the heading of Commercial Zones in Section 19.104.040.
Community apartments. "Community apartments" means a multifamily residential development in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon. (See California Business and Professions Code Section 11004.)

Community character. “Community character” means the image of a community or area as defined by factors such as built environment, natural features and open space elements, type of housing, architectural style, infrastructure, and the type and quality of public facilities and services.

Community Noise Equivalent Level (CNEL). "Community noise equivalent level (CNEL)" means the average equivalent A-weighted sound level during a twenty-four- hour day, obtained after addition of five decibels to sound levels from seven p.m. to ten
p.m. and after addition of ten decibels to sound levels from ten p.m. to seven a.m. (See California Government Code Section 65302(f).)

Community residential care facility. "Community residential care facility" means a community care facility licensed for any type of twenty-four hour care pursuant to the California Community Care Facilities Act. (See California Health and Safety Code Section 1500 et seq.)

Condominium. "Condominium" means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an apartment, office, or store. A condominium may include, in addition, a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either an estate of inheritance or perpetual estate, an estate for life, or an estate for years, such as a leasehold or subleasehold. (See California Civil Code Section 783.)

Condominium development, residential. "Residential condominium development" means a multifamily residential development utilizing a condominium, stock cooperative or community apartments form of ownership.

Contractor. "Contractor" means a person engaged in or purporting to be engaged in the business of building, constructing, plumbing, electrical, painting, plastering, masonry, floor finishing, gardening, landscaping maintenance, landscaping, lawn renovating, wall papering, demolition, grading, excavation, road building or repair, drilling, tank removal or installation, sign installation or repair, pipeline installation or repair, building moving, or any similar occupations or trades whether licensed by the State of California or not.

Contractor's storage facility. "Contractor's storage facility" means any premises used by a contractor, as defined, for the purpose of storing, maintaining, servicing, distributing, or dispatching supplies, materials, vehicles, equipment, tools, scaffolding, or similar items required by or associated with a contractor's business.

Cooperative, stock. "Stock cooperative" means a corporation which is formed or availed of primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property; if all or substantially all of the shareholders of such corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation, which right of occupancy is transferable only concurrently with the transfer of the share or shares of stock or membership certificate in the corporation held by the person having such right of occupancy. This definition does not include a limited-equity housing cooperative, as defined in Section 11003.4 of the California Business and Professions Code. (See California Business and Professions Code Section 11003.2.)

Curb cut. “Curb cut” means a ramp opening in a curb where vehicles or wheel chairs may enter or leave the roadway.

Dancehall. “Dancehall” means a commercial establishment, venue, or facility that is primarily designed, intended, or used for public dancing. Such establishments typically feature a dance floor or designated dance area and may provide live or recorded music, lighting, and other amenities to enhance the dancing experience. This definition includes but is not limited to nightclubs, discotheques, and dance clubs. Dancehalls or other public dancing facilities shall not be located within 200 feet of any residential use and shall implement noise control measures to minimize impacts on surrounding uses. Dancehalls or other public dancing facilities shall provide on-site security personnel and surveillance systems to ensure the safety of patrons and staff.

“Density Bonus” has the same meaning as set forth in Government Code section 65915.

Dental office. "Dental office" has the same meaning as medical or dental clinic.

Development. "Development" means a plan or program, the process of carrying out such plan or program, and/or the result of such plan or program, for changing, extending or improving the use of a site. Development may include, but is not limited to: the division or assembly of land, space or facilities; altering or disturbing the land surface and landscape; construction, reconstruction or relocation of buildings or structures; installing utilities, streets, walkways, fences and landscaping; and the change, conversion, extension or diminution of the use of land, structures, and facilities.

Director. "Director" means the Director of Community Development of the City or his or her other duly authorized designee.

Display. "Display" means the placement of goods, merchandise, equipment or exhibits for viewing at a location visible to or accessible to the public.

Driveway. "Driveway" means a private roadway for vehicular travel extending from a street or alley property line to a parking area, loading area, drive-in or drive-through service area, or to an entrance to a building or other facility. Parking aisles within parking areas and truck maneuvering areas are not included within this definition. (See Diagram 2 at the end of this chapter.)

Dry cleaning, coin-operated. "Coin-operated dry cleaning" means a business establishment providing for self-operated cleaning of garments. This definition is limited to the use of single-batch, automatic cleaning machines, activated by the insertion of a designated coin, where an attendant is not required to, but may, provide only incidental pressing, spot removing, and supervision.

Dwelling. "Dwelling" means a building containing one or more dwelling units. A group quarters or other building or portion thereof devoted primarily to rooming units is not considered a dwelling.

Dwelling, factory-built. "Factory-built dwelling" means a dwelling constructed in such a manner that all concealed parts or processes of manufacture cannot be inspected before installation at the building site without disassembly, damage or destruction of the part, which is either wholly manufactured or is in substantial part manufactured at an off- site location to be wholly or partially assembled on-site in accordance with building standards published in the state Building Standards Code and other regulations adopted pursuant to Section 19990 of the California Health and Safety Code. This definition does not include a mobile home, site-built dwelling or recreation vehicle. (See California Health and Safety Code Section 19971.)

Dwelling, junior accessory unit. "Junior accessory dwelling unit" means a dwelling unit that is no more than 500 square feet in size and contained entirely within an existing single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing or proposed single residential unit and includes an efficiency kitchen.

Dwelling, manufactured. "Manufactured dwelling" means a factory-built dwelling or a mobile home in place on a foundation system.
Dwelling, multifamily. "Multifamily dwelling" means a residential use in which there is more than one dwelling unit on a lot.

Dwelling, single-family. "Single-family dwelling" means a residential use in which there is only one detached dwelling unit on a lot.

Dwelling, site-built. "Site-built dwelling" means a dwelling constructed by erecting and joining materials and components on the site where the dwelling is to be occupied. This definition does not include a factory-built dwelling or a mobilehome installed on a site.

Dwelling unit. "Dwelling unit" means one or more habitable rooms, having one and only one kitchen, and arranged for or occupied by one or more persons living as a household unit with common access to all living, eating, and food preparation areas. An outdoor food preparation area shall not be considered a kitchen. Furthermore, a dwelling unit and any expansion of a dwelling unit shall comply with the following criteria;

A. Common interior access to all living, eating, and food preparation areas shall be provided through habitable rooms or a common hallway.
B. A wet bar may be provided outside the kitchen, provided that no cooking appliances, whether of a temporary or permanent nature, are provided that defeat the purpose and intent of one and only one kitchen within a dwelling unit.

Dwelling unit, accessory. "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residential unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and be located on the same parcel that the primary residential unit is or will be situated. An accessory dwelling unit can also be an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, or a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. "Junior accessory unit dwelling" means a dwelling unit that is no more than 500 square feet in size and contained entirely within an existing single-family residence.

Educational institution. "Educational institution" means a public, parochial or other nonprofit institution conducting regular academic instruction at kindergarten, elementary, secondary, collegiate, university or graduate level. Such institution must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education or confer degrees as a college or university of undergraduate or graduate standing. This definition does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

Elderly housing. "Elderly housing" means dwelling units which are or would be classified as elderly housing as the term is used in the City's current housing assistance plan and, by the terms of its ownership, financing, and management, such housing will continue to be made available primarily to persons sixty-two years of age or older.

Emergency shelter. "Emergency shelter" means a facility that provides immediate and short-term housing (limited to occupancy of six (6) months or less) and minimal supplemental supportive services to homeless persons or families. Supplemental services may include counseling, food, and access to social programs. No individual or household may be denied emergency shelter because of an inability to pay (consistent with Section 50801. (e) of the California Health and Safety Code).

Encroachment. "Encroachment" means any object or obstruction within a prescribed yard, setback or open area.

Establishment. "Establishment" means a premises or portion thereof occupied by a nonresidential use under the unified management and control of one person or organization.

Exhibit Hall. "Exhibit hall" means a facility or portion of a facility designed and used for hosting events such as trade shows, conventions, exhibitions, product showcases, and similar gatherings. These spaces are typically equipped to accommodate large groups and may include features such as display areas, meeting rooms, and support services. The use explicitly excludes swap meets, flea markets, or similar activities involving the direct sale or exchange of goods between individuals.

Expansion of use. "Expansion of use" means any increase in floor area or site area devoted to a use, or any intensification of use which requires additional parking space.

Extension of use. "Extension of use" means the prolongation of the time that a use exists at a given location. Also, the same as expansion of use.

Fence. "Fence" means a linear barrier of any material or combination of materials, including living plant materials, placed for the purpose of screening or enclosing open areas of land. Walls, hedges, and berms are included in this definition.

Fence height. "Fence height" means the vertical distance, at any point, from the finished ground level to the top of the fence. Where the ground elevation is different on opposite sides of a fence, the height is measured on the side of the fence having the higher ground elevation.

Floor area, existing. "Existing floor area" means a legally permitted building constructed on the site with a final inspection or certificate of occupancy as of the date of application submittal, that conforms to current zoning standards or is legal nonconforming as to current zoning standards.

Floor area, gross. "Gross floor area" means the sum of the horizontal area of all floors of a building or group of buildings, measured from the exterior faces of exterior walls or from the center of party walls separating buildings.

Floor area, net. "Net floor area" means the interior floor area of a room or building, excluding fixed walls, stairways, elevator shafts, and permanently unoccupiable spaces.

Frontage, building. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Frontage, business. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Frontage, street. "Street frontage" means a line, and the length thereof, along which a lot abuts a public street. Where a lot abuts more than one street, or abuts the same street along more than one continuous line, each such line is considered a separate frontage.

Garage. "Garage" means a roofed structure providing space for the parking of motor vehicles and enclosed on all sides.

Ground coverage. "Ground coverage" means the total ground area, measured in a horizontal plane, within the boundaries of the exterior walls of all roofed structures on a site.

Group home. "Group Home" shall have the same definition as provide in Chapter 5.70 of the Buena Park Municipal Code.

Group quarters. "Group quarters" means a building or group of buildings containing sleeping rooms for persons not living as household units. Group quarters differ from dwellings in that there are no kitchen facilities separately associated with each sleeping/ living unit, and there is not common access to all living, eating, and food preparation areas.

Guesthouse. "Guesthouse" means any space in an accessory structure which could be used as habitable quarters, but not constituting a dwelling unit.

Highway. "Highway" means a street which is designated as a major highway, primary highway or secondary highway in the circulation element of the General Plan.

Home occupation. "Home occupation" means a business or employment activity conducted on residential premises.

Hospital. "Hospital" means a health facility licensed as a hospital of any type by the state pursuant to the California Health and Safety Code, Division 2, Chapter 2, Article 1, Section 1250 et seq. This definition includes a general acute care hospital, acute psychiatric hospital, special hospital, and psychiatric health care facility. This definition does not include long-term health care facilities (skilled nursing or intermediate care).

Hotel, motel, or motor hotel. "Hotel," "motel" or "motor hotel" means a facility offering transient lodging accommodations of less than 30 consecutive days to the general public, except where a conditional use permit has been obtained as permitted in Section 19.552.110 of this Title.

Industrial clinic. "Industrial clinic" means a medical clinic where the predominant activity is serving the emergency and on the job medical needs of industrial employees.

Industrial zone. "Industrial zone" means any of the zones listed under the heading of Industrial zones in Section 19.104.040.

Integrated development. "Integrated development" means a development for more than one use or tenant, whether under a single ownership or multiple ownerships, carried out at one time or in phases, but in accordance with an overall design, or operated under some degree of coordinated management, or involving sharing of common facilities such as parking. The intent of an integrated development is to provide through Conditions, Covenants, and Restrictions a means of common maintenance, architectural integrity and compatibility, a comprehensive sign program, and provisions for master planning of future expansions and alterations with review and approval of the City.

Infill Development. "Infill development" means a development of vacant or underutilized land (usually individual lots or leftover properties) within areas that are already largely developed.

Kennel. "Kennel" means an establishment where four or more dogs or other animals, at least four months of age, are kept, boarded or trained. This definition does not include a dwelling with permitted household pets.

Kitchen. "Kitchen" means a single, core food preparation area for meals within an individual dwelling unit which shall be in common use by all members of a household residing in such dwelling unit. The kitchen shall have common interior access at all times to all other habitable rooms of such dwelling unit.

Kitchen, Efficiency. "Efficiency Kitchen" means a kitchen that includes the following at a minimum: appliances for cooking food and refrigeration, either built-in or countertop; a sink for food preparation greater than 12 inches by 12 inches, excluding the sink located in the bathroom; and a food preparation counter.

Landscaped area. "Landscaped area" shall mean those portions of any lot or parcel devoted to or developed with landscaping including those portions of a lot or parcel required to be landscaped by a Conditional Use Permit, Variance, Site Plan, Zoning Ordinance requirement, or other entitlement for use.

Landscaping. "Landscaping" means a designed or natural arrangement of plant materials including grass, ground cover, shrubs, trees, vines, and similar vegetation and may include the use of decorative rock, stones, bark, walls, fountains, pools, brick or similar paving as accessory decorative elements. The use of artificial turf may be considered for single-family home use as an alternative to grass and ground cover, provided that a minimum 15% of the front yard area is accented with living plant material such as natural shrubs, trees, vines, or similar vegetation and approved via the Artificial Turf Permit process. Driveways, parking areas, loading or storage areas and bare earth, devoid of living vegetation or accessory decorative elements shall not be considered landscaping.

Liquor, off-sale. "Off-sale liquor" means the sale of alcoholic beverages for consumption off the premises where sold, as defined, regulated, and licensed by the Department of Alcoholic Beverage Control. (See California Government Code Section 23000 through 25762.)

Liquor, on-sale. "On-sale liquor" means the sale of alcoholic beverages for consumption on the premises where sold, as defined, regulated, and licensed by the Department of Alcoholic Beverage Control. (See California Government Code Section 23000 through 25762.)

Liquor store. "Liquor store" means any establishment which offers for retail sale, for consumption off-premises, any alcoholic beverage.

Livestock. "Livestock" means any domesticated animal or fowl, used for commercial purposes, as a beast of burden, or otherwise, including, but not limited to, horses, cows, sheep, goats, pigs, hogs, chickens, turkeys, peacocks, guineas, geese, and ducks.

Live-Work. "Live-work" means a building or space within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

Loading space. "Loading space" means an off-street space or berth used for the loading or unloading of trucks or other commercial vehicles.

Long-term health care facility. "Long-term health care facility" means a skilled nursing facility or intermediate care facility of any type licensed by the State pursuant to the California Health and Safety Code, Division 2, Chapter 2, Article 1, Section 1250 et seq.

Lot. "Lot" means a lawfully created and defined parcel of land held in undivided ownership.

Lot area. "Lot area" means the area, measured in a horizontal plane, bounded by the lot lines of a lot.

Lot area, net. "Net lot area" means lot area exclusive of:

A. Public streets, alleys, walkways, and other existing public rights-of-way;
B. Proposed public rights-of-way such as streets, alleys, and other land to be reserved or dedicated for public use when such rights-of-way, reservations or dedications are approved or required as part of a development;
C. Other public or private easements where the owner(s) of the servient tenement does not have the right to use the land surface or space within the easement in any manner.

Lot, corner. "Corner lot" means a lot abutting two or more streets at their intersection and the angle of intersection is not more than one hundred twenty degrees.

Lot depth. "Lot depth" means the horizontal distance measured from the midpoint of the front lot line to the midpoint of the rear lot line of a lot.

Lot line. "Lot line" means any line bounding that portion of a lot which is not part of a dedicated public right-of-way.

Lot line, front.

A. In the case of a lot having only one street frontage, the frontage is the front lot line.

B. In the case of a corner lot, the shorter street frontage is the front lot line (See Diagram 3 at the end of this chapter.), with the exception that the Director may determine that the longer street frontage be defined as the front lot line based on the orientation of the existing structure(s) on the subject lot or adjacent lots and the provision of other conforming yard and related open space requirements.

C. In the case of a lot at the intersection of two streets with an angle of intersection greater than one hundred twenty degrees, both street frontages together are considered to be the front lot line.

D. In the case of a lot with noncontinuous street frontages or with three or more street frontages, the Director shall determine which frontage or frontages are considered as front lot lines. Such determination is based upon the orientation of existing or proposed development on the subject lot or adjacent lots.

E. In the case of a corner lot with an existing development where the setbacks of the existing structure(s) along both streets satisfies the minimum front yard setback, the Director may determine which frontage may be considered as the front lot line. Such determination shall take into account the orientation of the existing structure(s) on the subject lot or adjacent lots and the provision of other conforming yards and related open space requirements.

Lot line, rear.

A. "Rear lot line" means the lot line which is opposite and most distant from the front lot line of the same lot (see Diagram 3 at the end of this chapter).

B. In the case of an irregular, triangular or gore-shaped lot, the rear lot line is an assumed line within the lot parallel to the front lot line, not less than ten feet in length, and located at the maximum possible distance from the front lot line.

C. In the case of a lot where the Director determines the front lot line, the Director shall also determine which lot line or assumed line, if any, is considered the rear lot line.

Lot line, side. "Side lot line" means any lot line which is not a front or rear lot line. (See Diagram 3 at the end of this chapter.)

Lot, reversed corner. "Reversed corner lot" means a corner lot where a side lot line abutting a street is substantially a continuation of the front lot line of the lot to the rear of the subject lot, whether or not separated from the subject lot by an alley.

Lot width. "Lot width" means the horizontal distance between side lot lines measured at the required front yard setback line.

Massage establishment. See definition under Chapter 5.12 of Title 5 Business Licenses and Regulations.

Medical laboratory or dental laboratory. "Medical laboratory" or "dental laboratory" means an establishment devoted to conducting tests and analyses and/or the preparation of materials (including prostheses) related to the activities of medical or dental offices or clinics.

Medical office or dental office. "Medical office" or "dental office" has the same meaning as medical clinic or dental clinic.

“Ministerial processing” or “ministerial approval” means a process for development approval involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely ensures that the proposed development meets all the "objective zoning standards," "objective

subdivision standards," and "objective design review standards" in effect at the time that the application is submitted to the local government but uses no special discretion or judgment in reaching a decision.

Mobilehome. "Mobilehome" means a structure, transportable in one or more sections, designed and equipped to contain not more than two dwelling units, to be used with or without a foundation system. This definition does not include a recreation vehicle or factory-built dwelling. (See California Health and Safety Code Sections 18008 and 18211.)

Mobilehome park. "Mobilehome park" means any area or tract of land under unified ownership, control or management where five or more mobilehome sites are provided to accommodate mobilehomes used for human habitation. (See California Health and Safety Code Section 18214.)

Mobilehome site. "Mobilehome site" means an area within a mobilehome park designated for the use and occupancy of one mobilehome, including all contiguous space for the exclusive use of occupants of the mobilehome.

Motor vehicle. "Motor vehicle" shall be as defined in California Vehicle Code Section 415, as the same may be amended from time to time.

Motor vehicle, inoperative. "Inoperative motor vehicle" means any motor vehicle which is unlicensed, unregistered or otherwise not legally permitted to be driven upon the streets and highways of the State of California or any motor vehicle which is disabled, dismantled, wrecked, or from which some essential component thereof has been removed thereby rendering such motor vehicle incapable of being driven under its own motive power.

Multifamily residential zone. "Multifamily residential zone" means any of the zones listed under the heading of Multifamily zones in Section 19.104.040.

Multi-tenant Development. "Multi-tenant Development" means a development for more than one business, situated in separate tenant spaces in the same building, where the property is operated under single ownership, and exhibits consistent architectural design and shared common facilities such as parking, pedestrian access, and signage. The intent of a multi-tenant development is to facilitate a mixture of compatible, related uses where the property management is responsible for maintenance and enforcement of conditions of approval for the development including, but not limited to property maintenance, signage, and permitted uses.

New Construction. "New Construction" means any development which is either being constructed on a vacant parcel or at least 80% of the existing structure(s) square footage is proposed to be demolished.

Nonconformity or nonconforming. "Nonconformity" or "nonconforming" means any use, activity, feature of development or operation, or other circumstance which does not conform to the regulations of this Title, but which was lawfully established under the regulations which prevailed at the time of such establishment.

Objective design standards. "Objective design standards" means a design standard that involves no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. (California Government Code, Section 65913.4)

Open area. "Open area" means land area not covered by buildings and not improved or arranged for vehicular use, together with uncovered balconies and decks or other above or below grade uncovered areas which have access for pedestrian or recreational use.

Open area, common usable. "Common usable open area" means land within or related to a development, not individually owned or dedicated for public use that is designed and intended for the common use of the residents of the development.

Open area, private. "Private open area" means open area provided and arranged for the exclusive use of the occupants of a specific dwelling unit.

Open space zone. "Open space zone" means any of the zones listed under the heading of Open space zones in Section 19.104.040.

Parking aisle. "Parking aisle" means the traveled way within a parking area by which vehicles enter and depart parking spaces. (See Diagram 2 at the end of this chapter.)

Overlay zone. "Overlay zone" means a supplementary zoning designation that is applied to property in addition to a primary zoning district to highlight special regulations applicable to select properties within the City.

Parking area. "Parking area" means a contiguous group of parking spaces and parking aisles.

Parking lot. "Parking lot" means premises or the portion thereof devoted to parking of motor vehicles, not including parking within a structure.

Parking space. "Parking space" means a space provided for and intended to be occupied by a motor vehicle when parked.

Parking structure. "Parking structure" means a structure or portion of a structure providing parking spaces.

Passageway. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one (1) entrance of the residential unit.

Permanent supportive housing. "Permanent supportive housing (PSH)" combines affordable housing with services for chronically homeless individuals or families. Chronically homeless individuals or heads of household are those have a disabling condition and have experienced homelessness in past 3 years, for at least 12 months, or on at least 4 separate occasions.

Pharmacy. "Pharmacy" means an establishment where the predominant activity is the preparation and dispensing of drugs and medicines.

Planned unit development. "Planned unit development" means a development in which units of land together with the structures and facilities on such units are owned individually, while other land, structures, and/or facilities in the same development are provided for the common use of the unit owners and such common property is owned on a proportional, undivided basis by the unit owners or by an association of the unit owners.

Predominant use or activity. "Predominant use or activity" means an identifiable activity occurring on a premises which is greater in amount than any other activity or component of use occurring on the same premises. For this purpose, the most appropriate criterion for measuring amount of activity shall be determined by the Director (from among such measures as floor space, revenue, traffic volume, etc.).

Premises. "Premises" means a site together with the buildings, structures, and other improvements thereon.

Private Recreation Facility. "Private recreation facility" means a recreational facility operated by a private entity, organization, or individual that is accessible only to members, guests, or invitees. These facilities may include amenities such as swimming pools, tennis courts, fitness centers, golf courses, clubhouses, or similar recreational uses. Private recreation facilities are not open to the general public and may be associated with residential communities, clubs, or other membership-based organizations.

Public transit. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge a set fare, run on fixed routes, and are available to the public.

Major Transit Major Stop. "Major Transit Stop" means a site containing an existing rail or bus rapid transit station, the intersection of two (2) or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods, or other major transit stops that are included in the applicable regional transportation plan.

Public view.

A. An object is in public view if it is visible from any of the following outdoor, ground level locations:
    1. Any area open to public access on the same premises;
    2. Any dwelling or group quarters on the same premises;
    3. Any point on adjacent lots;
    4. Any public street or walkway, not including an alley or freeway.

B. In determining visibility, an eye-level five feet above ground level shall be assumed.

Recreation vehicle. "Recreation vehicle" means a motorhome, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy, with a living area less than two hundred twenty square feet, excluding built-in equipment such as wardrobes, closets, cabinets, kitchen units or fixtures, bath and toilet rooms. (See California Health and Safety Code Section 18010.5 and 18215.5.)

Residential zone. "Residential zone" means any of the zones listed under the heading of Residential zones in Section 19.104.040.
Roof, mansard-type. "Mansard-type roof" means a roof or portion of a roof with two slopes, or one sloping portion and one flat portion, wherein the lower portion of the roof has the greater slope.

Screening. “Screening” means a method of visually shielding or obscuring one (1) abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

Setback. "Setback" means the least horizontal distance between a building or structure and a lot line.

Short-term rental (STR). “Short-term rental” means a rental of a legally permitted dwelling for periods of 30 consecutive days or less, counting portions of the calendar as full days. The STR can be the entire home or limited to one or more rooms.

Sign. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign area. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, canopy. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, display board. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, electronic display board. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign face. See definition under Section 19.904.020 of Division 9, Sign Regulations. Sign face area. See definition under Section 19.904.020 of Division 9, Sign Regulations. Sign, ground. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, monument. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, off-premises (billboard). See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, projecting. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, roof. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign structure. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign structure, ground. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, temporary. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, wall. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Sign, window. See definition under Section 19.904.020 of Division 9, Sign Regulations.

Single-family zone. "Single-family zone" means any of the zones listed under the heading of Single-family zones in Section 19.104.040.

Site. "Site" means one or more lots developed or used, or intended to be developed or used, under unified ownership, control, or management.

Small group adult day care home. "Small group adult day care home" means a licensed community care facility for the regular care and supervision of 6 or fewer elderly, developmentally disabled adults, or mentally disordered adults in a home-like environment within the licensee's own residence for periods less than 24 hours with incidental non-acute medical care, as defined and licensed under the Community Care Licensing Division of the State Department of Social Services.

Small group care home. "Small group care home" means a licensed community care facility for the 24 hour care of 6 or fewer persons in a detached single family dwelling occupied by the licensee with incidental, non-acute medical care and supervision pursuant to the California Community Care Facilities Act. (See California Health and Safety Code Section 1500 et seq.) Medical care does not include acute psychiatric or nursing care. In no way shall the structure or the appearance of the premises be altered or remodeled inside or outside, other than alterations of accessibility for the physically handicapped, nor conditions or situations be created on the premises that would alter the residential character of the structure or the zone in which the facility is located. This definition does not include a rest home, a sanatorium, or a boardinghouse or lodging house for transient quarters.

Small group child day care home. "Small group child day care home" means a licensed community care facility for the regular, non-medical care and supervision of 14 or fewer children in a home-like environment within the licensee's own residence for periods less than 24 hours, as defined and licensed under the Community Care Licensing Division of the State Department of Social Services.

Story. "Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it, but not including any such portion where more than one-half of vertical dimension of the floor-to-floor space is below the average abutting ground level.

Street. "Street" means a right-of-way dedicated or intended to be dedicated for public use for the movement of vehicles and access to abutting property. This definition includes a highway, but does not include an alley, walkway, or freeway.

Structure. "Structure" means anything constructed or erected which requires a fixed location on the ground or is attached to something having a fixed location on the ground, but not including outdoor paving, curbs, walks, or other outdoor surfaces and features which are entirely at ground level.

Subject property. "Subject property" means the lot or site under consideration or to which a regulation is being applied.

Supportive Housing. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, as that term is defined in Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 12957 of the Government Code, and is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community, pursuant to Government Code Section 65582. "Transitional housing" is defined as buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance, pursuant to Government Code Section 65582.

Supportive Services. “Supportive Services” means services that are provided on a voluntary basis to residents of Supportive Housing and Transitional Housing, including, but not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment,

employment services, benefits advocacy, and other services or service referrals necessary to obtain and maintain housing.

Swap meet, outdoor, or flea market. "Outdoor swap meet" or "flea market" means any meeting or assembly or other public gathering for the purpose of offering to the public new or used merchandise, articles or any other things of value for sale or exchange, which meeting, assembly or gathering does not exceed three consecutive days in duration on any single occasion and is conducted not less than once every two months.

Swap meet, indoor. "Indoor swap meet" means any indoor facility without a predominant use that maintains a single business license and occupies a minimum 80 percent of the available floor area, and that contains multiple vendor or tenant spaces, stalls, or booths from which food is sold (excluding "food courts"), or new or used merchandise or craftwares are sold to, exchanged, or bought by the public or other vendors. Any facility bearing the name of or otherwise being promoted as a swap meet or flea market shall constitute a swap meet for purposes of this definition. Any interior multiple tenant facility used for the sale of merchandise that does not constitute a "shopping mall" as defined in Section 19.556.050 M of this Title shall constitute an indoor swap meet. Indoor swap meets are subject to the provisions of Section 19.552.111 of this Title.

Tanning Salon. "Tanning salon" means a commercial establishment that provides indoor tanning services to the public, where customers can use ultraviolet (UV) tanning beds, booths, or other similar equipment for skin tanning purposes. This use may also include related ancillary services such as spray tanning, skin care, and the sale of tanning products, but excludes medical facilities or practices providing tanning or light therapy for medical purposes.

Tobacco retailer's license. "Tobacco retailer's license" or "licensee" shall mean a license issued by the City pursuant to Chapter 5.60 of the Buena Park Municipal Code, that authorizes the person licensed to operate sell tobacco products or otherwise engaging in tobacco retailing in the City.

Tobacco shop. "Tobacco shop" or "tobacco retailer" means any person who sells, offers for sale, or otherwise exchanges or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia; and "tobacco retailing" shall mean a person doing or engaging in any of the foregoing. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged or offered for exchange.

Trailer. "Trailer" means a vehicle without motive power, designed to be drawn by a motor vehicle, for the transporting of personal property, but not including trailers designed for human habitation such as a recreational vehicle.

Transitional housing. "Transitional housing" means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

Tuck Under Parking. "Tuck under parking" means a type of parking design where parking spaces are located directly beneath all or a portion of a residential or mixed-use building, typically under residential units or commercial space. Tuck under parking shall be partially (minimum of 5-feet) or fully below grade and the garage may not face a public right-of-way.

Use. "Use" means the type of activity or occupancy occurring or intended to occur at a given location.

Use, accessory. "Accessory use" means an activity or use of property which is subordinate, directly related, and supportive to a primary use located on the same premises. An accessory use is necessarily or customarily associated with a primary use in an interdependent relationship.

Use, incidental. "Incidental use" means an activity or use of property which is secondary to a primary use located on the same premises. An incidental use is directly or indirectly related to a primary use, but is not essential to the conduct of the primary use, nor interdependent with the primary use to the same degree as an accessory use.

Use, primary. "Primary use" means a use which is not incidental or accessory to some other use on the same premises.

Walkway. "Walkway" means a public or private way exclusively for the use of pedestrians.

Wild animal. "Wild animal" means any animal, reptile, fowl, or fish which is not tame or gentle as found in nature, but is of a wild nature or disposition or which is known to be vicious or which must be kept in confinement to be brought within the immediate power of the owner(s).

Working day. "Working day" means a day when the administrative offices of the City of Buena Park are open to the public for at least four hours.

Yard. "Yard" means an open area between a building and a lot line of the lot upon which the building is located.

Yard, front. "Front yard " means a yard extending across the full width of a lot between the front lot line and any main building, including the projection of the main building to the side lot lines. (See Diagram 3 at the end of this chapter.)

Yard, rear. "Rear yard" means a yard extending across the full width of a lot between the rear lot line and any main building, including the projections of the main building to the side lot lines. (See Diagram 3 at the end of this chapter.)

Yard sale. "Yard sale" means a temporary sale of household items on residential premises.

Yard, side. "Side yard" means a yard extending from the front yard to the rear yard between the side yard line and any main or accessory building. In the case of a side yard abutting a street, the side yard is considered as extending from the front yard to the rear lot line. (See Diagram 3 at the end of this chapter.)

Yard, side, zero. "Zero side yard" means the placement of a main building at or along a side lot line so that there is no side yard between the building and that lot line.

Diagram 1

Illustration of Building Height Measurement

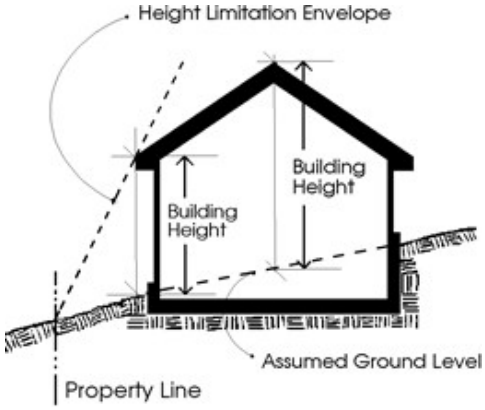


Diagram 2
Illustration of Relationship Among Driveways, Parking Aisles, and Parking Spaces

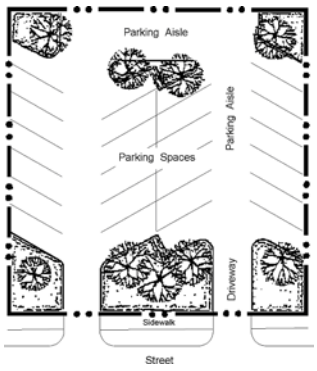
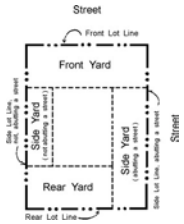


Diagram 3
Illustration of Lot Line and Yard Designations



Chapter 19.108 – Procedures – General

§ 19.108.010. Types of Procedures.

The procedures to be utilized in changing and administering this Title include the following:

A. Legislative Procedures.

1. **Text Change.** Any ordinance or amendment changing the wording of this Title.
2. **Zone Change.** Any ordinance or amendment changing a zone boundary as shown on the Zoning Map (Section 19.104.060).
3. **Adoption or Amendment of Standards.** Procedure for approval of detailed standards required or authorized by provisions of this Title to supplement the ordinance regulations.

B. Administrative Procedures.

1. **Interpretation.** A means of resolving uncertainties or ambiguities in the meaning of any provision of this Title. Such interpretations are uniformly applicable to all subsequent situations in which the same set of circumstances is present. In addition, the interpretation procedure may be used to make minor adjustments of zone boundaries to conform to lot lines or to resolve uncertainty as to the precise location of a zone boundary.
2. **Conditional Use Permit.** A discretionary action concerning a specified land use and pursuant to criteria set forth in this Title, to determine whether such use will be permitted at a given location and to determine the conditions or limitations on development in each case.
3. **Conditional Use Permit for Residential Condominium.** Similar to the conditional use permit procedure described in subsection B.2 of this section, but with additional steps and requirements due to the special nature of a condominium development.
4. **Site Plan Review.** The review and conditional approval of development plans for specified categories of development or when required as a condition of approval under some other procedure, in order to ensure the intent of this Title is met with regard to site arrangement, functional effectiveness, landscape design, architectural quality, and other pertinent attributes.
5. **Zoning Sign Permit.** A review and approval of signing plans to ensure compliance with established standards in areas designated for special care and consistency in signing programs.
6. **Underground Utilities Waiver.** A means of waiving requirements for underground placement of utility lines when found to be impractical or an unnecessary hardship.
7. **Adjustment.** A simplified procedure for considering minor deviations from zoning regulations for reasons of practicality or improved design.
8. **Zoning Compliance Review.** A routine check to ensure that zoning requirements are met before some other permit is issued.
9. **Interdepartmental Review.** A simplified procedure for projects which do not require adjustments or deviations from the regulations set forth in this Title and meet the goals and policies of the General Plan.
10. **Streamlined Ministerial Review.** An implementation of Section 65913.4 of the Government Code by providing a streamlined review and approval process for qualifying affordable housing projects shall be processed via an Interdepartmental Review.

C. Quasi-judicial Procedures.

1. **Variance.** A determination, under criteria established in State law and this Title, allowing deviation from the literal application of regulations of this Title, in cases where the effect of the literal application of the regulations would produce results contrary to the intent of this Title, and would unequally discriminate against particular property because of unusual or unanticipated circumstances pertaining to such property.
2. **Extension of Nonconformity Privilege.** Procedure for changing the allowed time period during which a legal nonconforming situation may continue to exist in those cases where the standard time period set forth in this Division is found to be unreasonable. The procedure may also be applied to changes or expansions of nonconforming situations.
3. **Revocation.** Procedure for revoking any specific development approval when violations of zoning requirements or other laws are found to have occurred.

§ 19.108.020. Applications.

A. **Form and Information Required.** For all applications to initiate a procedure under this Division, the form of the application and the nature of the information to be submitted therewith shall be as prescribed by the Director for each type of application.

B. Acceptance.

1. The Director shall be responsible for the acceptance of all such applications. No application shall be accepted until:
    a. All required information is submitted, including an environmental impact report when required (see Section 19.108.060);
    b. At least six months has passed since final action on any previously denied application for substantially the same matter;
    c. The required application fee has been paid.
2. As soon as possible, but in no case later than thirty days after receipt of an application, the Director shall determine in writing if such application is complete, and immediately transmit such determination to the applicant. If an application is determined not to be complete, the Director's determination shall specify the deficiencies and the manner in which the application can be made complete. (See California Government Code Sections 65943 and 65944.)
3. Upon determination that an application is complete and meets the requirements for acceptance, or expiration of the thirty-day period if no determination regarding completeness is made, the application shall be deemed accepted. (See California Government Code Section 65943.)

§ 19.108.030. Initiation by City.

When prescribed by provisions of this chapter for specific procedures, proceedings may be initiated by order of the City Council, Planning Commission, Director, or other public official or body so authorized.

§ 19.108.040. Interchangeability.

An application or other initiation of proceedings under any procedure set forth in this Division may be considered as an initiation of proceedings under any other procedure set forth in this Division; provided that, for each action taken, the procedural steps required for that action have been accomplished and the applicable fees paid.

§ 19.108.050. Fees.

A. A schedule of fees shall be adopted (and revised from time to time as deemed necessary) by resolution of the City Council. (See California Government Code Sections 66012, et seq.)

B. When a proceeding is initiated by application or written request as authorized in this Title 19, a fee shall be paid to the City by the applicant or appellant in the amount set forth in the currently adopted schedule of fees.

C. No fee shall be required when a proceeding is initiated by action of an officer or official body of the City.

D. No fee shall be refunded except upon order of the City Council for good cause shown.

§ 19.108.060. Environmental Review.

A. For purposes of applying procedural time limits under this Division, a procedure will not be considered to have been initiated until one of the following has occurred pursuant to the California Environmental Quality Act:
    1. Notice of completion of a draft environmental impact report has been filed;
    2. Notice of a negative declaration has been made; or
    3. The Director determines that the proposed zoning matter is exempt from, or does not constitute a project under, the California Environmental Quality Act.

B. If, after having determined otherwise, it is determined that either a negative declaration or an environmental impact report is required, or that a supplement to a draft environmental impact report is required, the running of time limits applicable to the zoning procedure shall be suspended until the applicable environmental review step has been accomplished.

C. Any hearing on an environmental impact report shall be held before or concurrently with the last hearing to be held on a zoning matter to which it relates.

D. Certification of final environmental impact report or adoption of a negative declaration, when required, shall be made prior to a final decision on a zoning matter.

§ 19.108.070. Investigation.

Except as otherwise directed by the City Manager, for each matter initiated under a procedure established by this Division, the Director shall cause an investigation to be made and a report prepared providing factual information and recommendations as appropriate for action in accordance with the provisions of this Division. (See California Government Code Section 65804 (d).)

Chapter 19.112 – Hearings

§ 19.112.010. Setting of Hearings.

A. Planning Commission Hearings.

1. Except for matters considered by or appealed from the Zoning Administrator, when a public hearing is required on a zoning matter, the first such hearing shall be held by the Planning Commission .
2. Except as otherwise provided in this Division, when a public hearing is to be held by the Planning Commission , the Director shall set the time and place for such hearing. The time of such hearing shall be at least ten days and not more than forty days after the acceptance of an application or the receipt of written notice or other instruction from the Planning Commission or City Council initiating the matter.

B. Council Hearings.

1. When a public hearing is required on a zoning matter following any decision or recommendation by the Planning Commission or Zoning Administrator, such hearing shall be held by the City Council.
2. Upon acceptance of an appeal, or receipt of a written report from the Planning Commission , Director, or Zoning Administrator on a matter required to be heard by the City Council, the City Clerk shall set the time and place for such hearing. The time of such hearing shall be at least ten days and not more than forty days after the end of the period for filing an appeal or after receipt of the report.

§ 19.112.020. Notice of Hearings.

A. **Time.** Notice of each public hearing shall be given at least ten calendar days before the date set for such hearing. (See California Government Code Sections 65854 and 65856.), except if a proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, notice of the hearing shall be given pursuant to Sections 65090 and 65091, except that the notice shall be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing.

B. **Content.** Each notice of public hearing shall include the following information: (See California Government Code Sections 65854, 65854 (b) and 65856.)

1. Time and place of the hearing;
2. Who will conduct the hearing;
3. A general explanation of the matter to be considered, including the type and magnitude of any proposed changes in development or development regulations;
4. Identification of subject property and the area affected;
5. Where further information can be obtained;
6. A statement of the right to appear and be heard.

C. **Publication of Notice.** When newspaper publication of a notice of public hearing is required, such notice shall be published at least once in a newspaper of general circulation which is published and circulated in the City (or in the area affected if the matter is a pre-zoning of a proposed annexation to the City. (See California Government Code Sections 65854 and 65856.)

D. **Posting of Notice.** Posting of notices of public hearing in the vicinity of property affected may be directed by the City Council or the Planning Commission, but shall not be required when notice is given by other means pursuant to this Division and State law.

E. Notice to Owners of Property Within Three Hundred Feet.

1. When notice of a public hearing is required to be given to owners of property located within three hundred feet of the subject property, such notice shall be made by delivery by City employees or by first class mail to all persons, including businesses, corporations, or other

public and private entities, shown on the last equalized assessment roll as owning real property which is located within three hundred feet of the subject property. (See California Government Code Sections 65854 (a), 65901 and 65905.)

2. If the matter to be considered is a legislative matter as identified in Section 19.108.010, and the number of owners to whom notice would be sent pursuant to subsection E.1 of this section is greater than one thousand, notice may be given by either of the following methods in lieu of the method described in subsection E.1 of this section:
    a. By placing a display advertisement of at least one-fourth page in a newspaper of general circulation in the area affected; or
    b. By placing an insert in any generalized first class mailing sent by the City to property owners in the area affected. (See California Government Code Section 65854 (b).)

F. **Notice to Owners of Adjacent Property.** When notice of a public hearing is required to be given to owners of adjacent property, such notice shall be made by delivery by City employees or by first class mail to all persons, including businesses, corporations, or other public and private entities, shown on the last equalized assessment roll as owning real property which is adjacent to the property or zone boundary directly involved in the matter under consideration.

G. **Notice to Persons Requesting Notice.** For all public hearings on zoning matters, in addition to other notices, notice shall be given by first class mail to any person who has filed a written request therefor with the Commission. Such a request shall be effective for the balance of the calendar year in which the request is submitted. A reasonable fee for this service may be established by the City Council for the purpose of recovering the cost thereof. (See California Government Code Sections 65854 and 65856.)

H. **Responsibility for Giving Notice.** The officers responsible for giving required notices of public hearings shall be as follows:

1. Notices of Zoning Administrator meetings and hearings shall be given by the Zoning Administrator.
2. Notices of Planning Commission hearings shall be given by the Commission secretary.
3. Notices of City Council hearings shall be given by the City Clerk.

§ 19.112.030. Conduct of Hearings.

A. Rules.

1. The City Council, Planning Commission, and Zoning Administrator shall adopt and publish rules for the conduct of their respective hearings or meetings on zoning matters. (See California Government Code Section 65804 (a).)
2. When a City staff report exists concerning a zoning matter, such report shall, if possible, be made available to the public prior to any subsequent public hearing on the matter and shall be presented and made a part of the public record at the beginning of any such hearing. (See California Government Code Section 65804 (c), (d).)

B. **Continuance.** Any hearing on a zoning matter may be continued from time to time and place to place, provided the time and place to which continued is announced prior to adjournment of the meeting from which continued. (See California Government Code Sections 65854 and 65856.)

C. **Record of Hearing.** When a zoning matter is contested and a prior written request is made to the body conducting a hearing on the matter, a record of the hearing shall be made, preserved for a period of at least one year, and copies made available to any interested party at cost. A deposit may be required with such request. (See California Government Code Section 65804 (b).)

Chapter 19.116 – Decisions

§ 19.116.010. Findings.

A. For each discretionary decision under a procedure prescribed by this Division, whether made by the City Council, Planning Commission, Director, or Zoning Administrator, written findings shall be adopted pertinent to the applicable criteria of State law and this Division based upon the investigation, hearings, and record of the case.

B. When decisions under more than one type of zoning procedure are being made concurrently with respect to the same subject property or subject matter, the findings and decision for each such procedure shall be separately identified.

§ 19.116.020. Form of Decision.

Except as otherwise required:

A. Decisions of the City Council and Planning Commission shall be made by either resolution or motion;

B. Decisions of the Director or Zoning Administrator shall be in writing and signed by that official or an authorized deputy.

§ 19.116.030. Vote Required.

A. Except as otherwise required, actions on zoning matters by the City Council or Planning Commission shall require the concurring vote of a majority of the members present, with a quorum present.

B. In the case of an action by the City Council which is not in accordance with the recommendation of the Planning Commission, the concurring vote of a majority of all members of the Council shall be required.

§ 19.116.040. Time Limits.

A. On a zoning matter to be decided by the Zoning Administrator or Director, such decision shall be made within forty days after acceptance of the application or other initiation of the matter. An extension of this time limit may be made only with the consent of the applicant or body initiating the matter.

B. On a zoning matter initiated by application, the Planning Commission shall make its recommendation or decision within forty days after opening its first hearing on the matter or, if no hearing is held, within forty days after acceptance of the application. The Planning Commission may extend the time limit prescribed for its action only with the consent of the applicant and only to the extent such extension is not in conflict with other laws.

C. On a zoning matter initiated by the Planning Commission, the Commission shall act within one hundred eighty days of such initiation, or such other period as may be requested by the City Council.

D. On a zoning matter initiated by the City Council and referred to the Planning Commission, and on any matter referred back to the Commission by the City Council after previous consideration by the Commission, the Commission shall act within forty days after referral, or such longer period as may be set by the City Council. (See California Government Code Sections 65853 and 65857.)

E. For any zoning matter initiated by the City Council, the Council shall act within one hundred eighty days of such initiation unless extended by the Council for good cause. For any other zoning matter presented to the City Council, the Council shall act within forty days after opening its first hearing on the matter; or, if no hearing is held on the matter, within forty days after the Council receives the matter; or, if referred back to the Planning Commission, within forty days after receipt of the Commission's report or within forty days after expiration of the Commission's time limit for such report. The Council may extend the period for its action for good cause shown.

§ 19.116.050. Failure to Act.

A. Failure of the Director or Zoning Administrator to act on a zoning matter within a time limit prescribed by this Division shall be deemed to be a disapproval unless the time limit is extended by mutual agreement with the applicant or initiator of the matter.

B. On a zoning matter referred to the Planning Commission by the City Council, failure of the Planning Commission to act within a prescribed time limit shall be deemed to be an approval. (See California Government Code Section 65853.) On other matters, failure of the Commission to act within a prescribed time limit shall be deemed to be a disapproval upon the filing by the applicant of a written notice with the Director, even though the time limit may have been extended with consent of the applicant.

C. On a zoning matter under consideration by the City Council, failure of the Council to act within a prescribed time limit shall be deemed to be a disapproval upon the filing by the applicant of a written notice with the City Clerk, even though the time limit may have been extended.

§ 19.116.060. Notice of Decision.

A. For each decision on a zoning matter, within five working days after such decision is made, notice of the decision shall be sent by first class mail or delivered by a City employee to the applicant or other person initially requesting consideration of the matter and to any other person who has filed a written request for such notice with the officer responsible for giving such notice.

B. Responsibility for giving notice of decisions shall be as follows:
   1. The Director and Zoning Administrator shall each give notice of their respective decisions.
   2. The Planning Commission secretary shall give notice of Planning Commission decisions.
   3. The City Clerk shall give notice of City Council's decision.

C. Upon the final approval of a zone change, conditional use permit, or variance, the responsible officer as identified above shall, within thirty days, and on behalf of the City Council, notify the County Assessor of the action. (See California Government Code Section 65863.5.)

Chapter 19.120 – Appeals

§ 19.120.010. Appellate Authority.

A. Decisions of the Zoning Administrator shall be final unless appealed. Such appeal shall be made directly to the City Council. (See California Government Code Sections 65903 and 65904.)

B. All decisions of the Director made under provisions of this Division are appealable to the Planning Commission.

C. All decisions of the Planning Commission are appealable to the City Council.

§ 19.120.020. Appellants.

Any interested party is eligible to file an appeal on any zoning matter which is subject to appeal. (See California Government Code Section 65856.)

§ 19.120.030. Time for Filing of Appeal.

An appeal must be filed within ten working days after the date of action by the Planning Commission or within ten working days after the date of decision by the Zoning Administrator or Director.

§ 19.120.040. Form of Appeal.

An appeal shall be in writing and shall include:

A. Identification of the matter being appealed, including case number, property location, deciding officer or body, and decision date;

B. The specific aspects of the decision being appealed.

§ 19.120.050. Receipt of Appeals.

A. All appeals on zoning matters shall be filed with the City Clerk together with any required appeal fee as set forth in the current schedule of fees adopted pursuant to Section 19.108.050. The City Clerk shall cause the date and time of receipt of each appeal to be endorsed thereon.

B. If the information included with an appeal is found by the City Clerk to be deficient, the City Clerk shall notify the appellant by U.S. certified mail as to the particulars of the deficiencies. If such deficiencies are not corrected within ten working days of such notice, the appeal shall be deemed withdrawn.

§ 19.120.060. Transmittal of Record upon Appeal.

Upon acceptance of an appeal, the City Clerk shall notify the Director, and the Director shall transmit to the appellate body a summary of factual data and a record of the action taken on the matter being appealed. Such information shall be before the appellate body prior to its consideration of the appeal.

§ 19.120.070. Consideration of Appeal.

Each appeal shall be considered de novo. Insofar as applicable and unless otherwise provided in this Title 19, the appellate body shall follow the same procedure and apply the same criteria as prescribed for the original proceeding on a matter. When an appeal hearing is required or held, notice shall be given in the same manner as prescribed for hearing in the original proceeding; or, if no previous hearing was required, in such manner as deemed appropriate by the appellate body.

§ 19.120.080. Appellate Decision.

An appellate body may affirm, modify, or reverse the decision appealed from. If the previous decision is not affirmed, the appellate decision shall be supported by written findings.

§ 19.120.085. City Council Review of Decisions of the Planning Commission.

A. Planning Commission actions may be reviewed by the City Council in the event that any member of the City Council believes that the action has city-wide importance and should be reviewed and determined by the elected officials of the City.

B. Within ten working days after the date of action by the Planning Commission, any member of the City Council may request that an action by the Planning Commission be reviewed by the City Council The Planning Commission decision will be stayed until the City Council completes its proceedings in accordance with the provisions of this section.

C. The City Clerk shall set the review hearing within forty days from the date a member of the City Council requests that the Planning Commission action be reviewed.

D. The review hearing shall be conducted as a de novo hearing and shall follow the same procedure and apply the same criteria as prescribed for the original proceeding on the matter. Notice of the review hearing shall be given in the same manner as prescribed for the hearing in the original proceeding, or, if no previous hearing was required, in such manner as deemed appropriate by the City Council.

E. The City Council may act to uphold, overturn, or otherwise modify the Planning Commission's action on the proposal, or the City Council may remand the matter back to the Planning Commission for further review and direction.

F. The decision of the City Council, supported by findings, shall be set forth in full in a resolution. A copy of the decision shall be sent to the applicant in the matter reviewed. The action of the City Council shall be final and conclusive.

§ 19.120.090. Irregularities in Proceedings.

Any irregularity in any procedure set forth in this Title 19 shall not invalidate the proceeding if there is compliance with the minimum requirements of state law.

Chapter 19.124 – Legislative Procedures

§ 19.124.010. Text Change.

A. Any ordinance or amendment to change or amend the provisions of this Title, except a change in the Zoning Map, shall be considered in accordance with the procedure set forth in this section.

B. Initiation. A text change may be initiated only by order of the City Council, Planning Commission ,or Director of Development Services.

C. Commission Hearing. On a proposed text change, at least one public hearing shall be held by the Planning Commission. Notice of such hearing shall be given by newspaper publication as provided in subsection C of Section 19.112.020. (See California Government Code Section 65854.)

D. Commission Recommendation. The Planning Commission shall make written findings and recommendations to the City Council on each proposed text change. Such report shall include:

1. Explanation of the relationship to the General Plan and any applicable Specific Plans. (See California Government Code Section 65855.)
2. Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6.)

E. Council Hearing.

1. The City Council shall hold at least one public hearing on the recommendation of the Planning Commission concerning a proposed text change. Notice of such hearing shall be given by newspaper publication as provided in subsection C of Section 19.112.020. (See California Government Code Section 65856.)
2. If the City Council proposes any modification from the Planning Commission recommendation which was not previously considered by the Commission, the proposal shall be referred back to the Commission for report and recommendation, but further Commission hearing is not required. (See California Government Code Section 65857.)

F. Council Action. Action to adopt a text change shall be by ordinance. When an ordinance for a text change has been considered by the City Council but not adopted within one year of introduction, the proceedings shall be considered null and void. New proceedings must be initiated in order to consider the matter further.

§ 19.124.020. Interim Ordinances.

Without following the procedures otherwise required in order to amend this Title, including the Zoning Map, the City Council, to protect the public safety, health ,and welfare, may adopt as an urgency measure an interim ordinance prohibiting any uses which may be in conflict with a contemplated zoning proposal which the Council, Planning Commission, or Director is considering or studying or intends to study within a reasonable time, as provided by state law. (See California Government Code Section 65858.)

§ 19.124.030. Zone Change.

A. Any ordinance which changes any property from one zone designation to another shall be considered in accordance with the procedure set forth in this section.

B. Initiation. A zone change may be initiated by order of the City Council or the Planning Commission, or by application of the owner(s) of affected property or an agent of the owner(s) authorized in writing.

C. Commission Hearing. On a proposed zone change, at least one public hearing shall be held by the Planning Commission. Notice of such hearing shall be given by notice to property owners within three hundred feet as provided in subsection E of Section 19.112.020. (See California Government Code Section 65854.)

D. Commission Recommendation. The Planning Commission shall make written findings and recommendations to the City Council on each proposed zone change. Such report shall include:

1. Explanation of the relationship to the General Plan and any applicable Specific Plans (see California Government Code Section 65855);
2. Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6.)

E. Further Action or Appeal.

1. If the Planning Commission recommends against a proposed zone change, no further action by the City Council is required unless an appeal is filed. (See California Government Code Section 65856.)
2. If the Planning Commission recommends approval of a zone change, the City Council shall take action on such recommendation.

F. Council Hearing.
1. If the City Council considers a proposed zone change, at least one hearing shall be held. Notice of such hearing shall be given by notice to property owners within three hundred feet as provided in subsection E of Section 19.112.020. (See California Government Code Section 65856.)
2. If the City Council proposes any modification from the Commission's recommendation which was not previously considered by the Commission, the proposal shall be referred back to the Commission for report and recommendation, but further Commission hearing is not required. (See California Government Code Section 65857.)

G. Council Action. Action to adopt a zone change shall be by ordinance. When an ordinance for a zone change has been considered by the Council but not adopted within one year of introduction, the proceedings are considered null and void. New proceedings must be initiated in order to consider the matter further.

§ 19.124.040. Pre-zoning.

The City may pre-zone areas outside the City for the purpose of determining the zoning that will apply to such property in the event of annexation to the City. The method of accomplishing such pre-zoning is as provided in Section 19.124.030, with notice of public hearings as provided in subsection C of Section 19.112.020. Such zoning shall become effective at the same time that annexation becomes effective. (See California Government Code Section 65859.)

§ 19.124.050. Adoption or Amendment of Supplementary Standards.

A. When the provisions of this Title allow or require the use of standards to supplement the provisions contained in this Title, such standards shall be considered in accordance with the procedure set forth in this section.

B. Initiation. Preparation or amendment of supplementary zoning standards may be initiated by order of the City Council or the Planning Commission, or by the Director.

C. Preparation. The Director is responsible for preparing proposed standards for consideration.

D. Commission Hearing. A public hearing on proposed standards shall be noticed and held by the Planning Commission in the same manner as provided for a text change under subsection C of Section 19.124.010.

E. Commission Recommendation. After public hearing, the Planning Commission shall make its written report and recommendation to the City Council in the same manner as provided for a text change under subsection D of Section 19.124.010.

F. Council Hearing. Upon receipt of the recommendation of the Planning Commission, a public hearing shall be noticed and held by the City Council in the same manner as provided for a text change under subsection E of Section 19.124.010.

G. Council Action. After public hearing, the City Council shall, by resolution, adopt, modify and adopt, or disapprove the standards recommended by the Planning Commission, or refer the matter to the Commission for further study.

Chapter 19.128 – Administrative Procedures

§ 19.128.010. Administrative Interpretation.

A. The purpose of this section is to provide a means for resolving uncertainty or ambiguity as to the meaning or intent of any provision of this Title, including:
   1. Further definition and enumeration of the uses permitted in the various zones;
   2. Determination of parking space requirements for uses not specifically listed in the vehicular provisions of this Title 19;
   3. Determination of the precise location of zone boundaries, or minor adjustment thereof to conform to lot lines.

B. Except in the case of zone boundary determinations, each interpretation made under this section is generally applicable to all future situations of the same type and with similar circumstances, and is not limited or directed to specific properties or circumstances thereon.

C. Initiation. The preparation of an interpretation may be initiated by order of the City Council or the Planning Commission, by the Director, or by the written request of any interested party filed with the Director. An interpretation shall not be initiated when a text change or zone change involving the same issue has been initiated and is still under consideration.

D. Basis for Interpretation. An interpretation shall be based upon an examination of the intent of this Title considering all the relevant provisions thereof, and shall be consistent with such intent. Careful consideration shall be given to the similarities and differences among the uses permitted, development standards, and other regulations applicable in the various zones.

E. Preparation. Within forty days after the initiation of an interpretation request, the Director shall prepare a written interpretation and transmit it to the City Council and Planning Commission.

F. Notice. Upon transmittal of an interpretation to the City Council and Planning Commission, public notice that such interpretation has been prepared shall be given in the same manner as for a text change (subsection C of Section 19.112.020), or in the case of a zone boundary determination, notice shall be made to owners of property adjacent to the involved boundary as provided in subsection F of Section 19.112.020. The notice shall explain that the interpretation may become effective without a hearing unless a written request for a hearing is received.

G. Commission Hearing and Action.
   1. If a written request for a hearing is received from any interested party within ten working days after notice is made, the Planning Commission shall conduct such hearing. If no such request is made, the Commission may consider the matter without hearing, and the matter may be placed on the Commission agenda as a consent calendar item.
   2. The Planning Commission may adopt, modify, or disapprove an interpretation as submitted by the Director, or may refer the matter back to the Director for further study. The Planning Commission shall act within forty days after transmittal of an interpretation from the Director, except that a referral back to the Director is considered as an initiation of an other interpretation.
   3. Planning Commission action on an interpretation is final unless appealed. Failure to act is deemed to be an approval.

H. If the Planning Commission action on an interpretation is appealed, the City Council shall hear and decide the matter with notice given in the same manner as the initial notice under subsection F of this section.

§ 19.128.020. Conditional Use Permit.

A. Purpose. Certain types of uses and development situations, as designated in this Title, require special consideration of the unique circumstances of each case in order to ensure that the intent of this Title 19 is adequately implemented. Those developments subject to a conditional use permit shall follow the procedure set forth in this section.

B. Authority. The Planning Commission shall have authority to grant conditional use permits, subject to appeal to the City Council, except the Zoning Administrator shall have such authority for those conditional use permit matters involving existing facilities and development when not more than a twenty percent expansion of floor area is involved. In case of uncertainty as to assignment of authority over a specific application, the Director shall determine which body shall have jurisdiction.

C. Initiation. A conditional use permit procedure may be initiated only by application of the owner(s) (or authorized agent) of the subject property.

D. Hearing. A public hearing shall be held on each application for a conditional use permit, with notice given to property owners within three hundred feet as provided in subsection E of Section 19.112.020. The hearing shall be conducted by the Planning Commission or Zoning Administrator, whichever has jurisdiction in the case.

E. Findings.

1. A conditional use permit may be approved if affirmative findings are made based upon the following criteria:
    a. The proposed use and development is consistent with the General Plan and any applicable specific plans;
    b. The site is adequate in size, shape, topography, location, utilities, and other factors, to accommodate the use and development;
    c. Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area;
    d. Adequate utilities and public services are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area;
    e. The use and development will be compatible with the intended character of the area;
    f. Any criteria set forth elsewhere in this Title for the approval of the specific use and development will be satisfied, including:
        (i) For certain specific uses, those criteria set forth in Chapters 19.348, 19.448, 19.552, and 19.652,
        (ii) For uses in the PD Overlay Zone, those additional criteria set forth in Sections 19.412, 19.512.020, and 19.612;
    g. Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.
2. A conditional use permit may be disapproved if affirmative findings based on the above criteria are not made or conditions cannot be imposed to adequately mitigate any adverse findings.

F. Conditions.

1. Any approval of a conditional use permit shall include conditions applicable to the approved use and development which will implement the intent of this Title, protect the public health, safety, and welfare, and ensure development in accordance with approved plans.
2. No condition shall be imposed which requires the dedication of land or the construction of improvements, or bonding to guarantee construction of improvements, if such dedication or improvements are not reasonably related to the use permitted. (See California Government Code Section 65909.)

G. Decisions.

1. The action of the Planning Commission or Zoning Administrator is final unless appealed in writing to the City Clerk within ten working days.
2. The effective date of such approval shall commence upon the date that the applicant files an acceptance of the terms of the approval with the Director, but in no case prior to the expiration of the appeal period.

H. Minor Modification of Conditions.

1. After a conditional use permit has become effective, minor modifications of the conditions of such permit may be made in accordance with the provisions of this subsection.
2. Consideration of minor modifications of conditions may be initiated only by application of the owner(s) (or authorized agent) of the subject property.
3. Upon acceptance of such application, the Director may approve, in writing, and without further procedure, minor modifications of conditions for reasons of practicality or improved design, but shall apply the same criteria and requirements applicable to the conditional use permit, and shall not approve any modification which would be inconsistent with the approved conditional use permit.
4. Upon making such approval, the Director shall promptly notify the applicant and the members of the City Council and Planning Commission of his or her action.
5. The Director's determination is final unless appealed, but does not become effective unless and until a written acceptance thereof is received from the applicant.
6. In case of an appeal, a public hearing shall be held by the Planning Commission, with notification and payment of fees to be the same as for a conditional use permit. The action of

the Planning Commission is subject to further appeal to the City Council in the same manner as for a conditional use permit.

I. Expiration. A conditional use permit shall expire if:
   1. Construction or use of the property under permit is not commenced within one year after the expiration of the appeal period or Council decision date if appealed unless otherwise provided within the terms of the approval;
   2. Any provision in the permit for termination of the use becomes effective;
   3. The use is discontinued for a period of six months;
   4. A zone change or text change becomes effective which results in the use or development becoming either automatically permitted or no longer eligible for approval under a conditional use permit. This provision shall apply to all conditional use permits whether issued prior to or after the effective date of this provision;
   5. A more recently approved conditional use permit becomes effective for the same property.

J. Extension.
   1. An application to extend the time period before a conditional use permit expires may be filed by the owner(s) (or authorized agent) of the subject property prior to the expiration of such permit.
   2. A first-time extension may be granted by the Director in accordance with the provisions of Section 19.128.100.
   3. For any additional extension, the approving body, or City Council on appeal, may grant extensions of such time period for up to one year for each extension if the earlier expiration of the permit is found to present an undue hardship with respect to implementing the approved use and development of the property and such extension would not be materially detrimental to the public health, safety, and welfare.

§ 19.128.030. Conditional Use Permit for Residential Condominium Development.

A. A residential condominium development (new construction or conversion of existing development) is subject to the conditional use permit procedure as provided in Section 19.128.020, the State Subdivision Map Act (see California Government Code Section 66427.1), and the additional and modified procedural elements as provided in this section.

B. Pre-application (For Conversions Only).
   1. A prospective applicant for a conversion to a residential condominium shall first obtain pre-application information from the City's Planning and Building divisions, and submit to the divisions the information requested.
   2. The Planning and Building division staff shall review the information submitted to evaluate the conformity of the proposal with City requirements. The staff shall discuss its findings with the applicant and provide a written summary. In no case, however, shall the staff comments be construed as binding upon any prospective action by the City.
   3. The application for a residential condominium conversion shall be for essentially the same project as presented in the pre-application except for any changes accepted by the applicant to meet in whole or in part the results of the pre-application staff evaluation. If other substantial changes from the pre- application proposal are proposed, another pre-application evaluation shall be accomplished before acceptance of the application.

C. Notice of Proposed Conversion.
   1. When a condominium conversion is proposed, the following information shall be included with the application for conditional use permit:
      a. Certification that all tenants have been notified of the prospective application between 15 and 90 days prior to filing thereof;
      b. Copy of such notice to tenants;
      c. Certified list of mailing addresses of all units in the existing development proposed to be converted.
   2. Between 10 and 40 days prior to the Planning Commission hearing on a proposed condominium conversion, the Planning Commission secretary shall give notice of the hearing to tenants of the existing development by mail to the addresses on the certified list.

D. Criteria. The criteria for approval of a residential condominium project shall include the following:
   1. The project design shall provide long-term attractiveness and stability both within the project and in the neighborhood.
   2. The special standards for condominium projects as provided in Section

A. 19.448.030 are substantially met.

E. Criteria for Conversion. The following additional criteria shall be applied in considering conversions:
   1. The conversion will not produce a shortage of rental housing with respect to the family sizes and income levels of the households being accommodated in the existing development.
   2. The overall vacancy rate for rental housing in the City will not be reduced below 3 percent.
   3. The conversion will not cause unreasonable displacement of residents, especially long-term residents, low and moderate income families, senior citizens, and families with schoolchildren.

F. Conditions. In addition to the requirements set forth in this Title (Section 19.448.030) for residential condominiums, additional conditions may be imposed to:
   1. Ensure compatibility with surrounding development and uses;
   2. Protect the long-term economic and organizational soundness of the condominium project and its association of owners;
   3. Preserve the public health, safety, and welfare.

§ 19.128.040. Site Plan Review.

A. Authority.
   1. Any development of a type listed below shall not be commenced, nor any City permit issued until a site plan showing the proposed development has been submitted for review and approved as provided in this section:
      a. Construction of a new building <u>exceeding 500 square feet in floor area, excluding single-family residences;</u>
      b. Exterior alterations to an existing building; other than those alterations allowed under an interdepartmental review pursuant to Section 19.128.100;
      c. Provisions for any new or additional parking facilities;
      d. The erection of any fence greater than 7 feet in height;
      h. Installation of any exterior exposed neon or unshaded bulb architectural building lighting within the CO, CS, CG zones and any specific plan area;

1. The following shall not require site plan review:
   a. The construction or placement of solar equipment;
   b. Any development in the AR zone;
   c. <u>Accessory</u> dwelling units.
2. The Zoning Administrator shall consider and act upon site plan review matter when it is submitted in connection with:
   a. A development for which some other type of application under the jurisdiction of the Zoning Administrator is under consideration;
   b. A multi-family residential development of less than 5 units;
   c. Changes of 40 percent or less in the existing floor area of each building involved;
3. The Zoning Administrator shall conduct a site plan review according to the same procedure as provided for a zoning adjustment under Section 19.128.080.
4. Any site plan review not under the jurisdiction of the Zoning Administrator shall be considered by the Planning Commission according to the procedure set forth in this section, except that when a site plan review is conducted in conjunction with consideration of a conditional use permit, variance, relocation permit (under Title 15), or similar proceeding, a separate application, fee, and proceeding is not required and the considerations and determination required under this section shall be included in such other proceeding.

B. Criteria. Action on a site plan review is based upon the following criteria:
   1. The proposed development meets all applicable requirements of this Title and other laws;
   2. The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title;
   3. Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development;
   4. The exterior architectural design is in reasonable harmony with the architectural character of the area;
   5. The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.

C. Decision.

1. The Planning Commission or Zoning Administrator shall act upon a site plan review within forty days after the application has been accepted unless this time limit is extended with the consent of the applicant.
2. A site plan may be approved, approved with conditions found necessary to protect the public health, safety, and welfare, or disapproved based upon findings that the requirements and intent of this Title are not satisfied.
3. The action of the Planning Commission or Zoning Administrator is final unless appealed in writing to the City Clerk within 10 working days.
4. The effective date of such approval shall commence upon the date that the applicant files an acceptance of the terms of the approval with the Director, but in no case prior to the expiration of the appeal period.

D. Appeal. If appealed, a site plan review matter shall be placed on the agenda of the next regular Planning Commission meeting. The Commission shall act on the matter at this meeting or a continuance thereof in the same manner as provided for Commission action.

E. Endorsement. Upon approval of a site plan under the site plan review procedure, the Director shall cause the plan or plans to be endorsed and if necessary supplemented with written or graphic documents in such a way as to clearly identify the matters approved.

F. Revisions.

1. After a site plan has become effective, minor modifications of the conditions of such permit may be made in accordance with the provisions of this subsection.
2. Consideration of minor modifications of conditions may be initiated only by the application of the owner(s) (or authorized agent) of the subject property.
3. Upon acceptance of such application, the Director may approve, in writing, and without further procedure, minor modification of conditions for reason of practicality or improved design, but shall apply the same criteria and requirements applicable to the site plan, and shall not approve any modification which would be inconsistent with the approved site plan. Upon making such approval, the Director shall promptly notify the members of the City Council and Planning Commission of his or her action.
4. The Director's determination shall be final unless appealed, but does not become effective unless and until a written acceptance thereof is received from the applicant.
5. In case of an appeal, a hearing shall be held by the Planning Commission, with notification and payment of fees to be the same as for a site plan. The action of the Planning Commission is subject to further appeal to the City Council in the same manner as for a site plan.

G. Expiration.

1. If development in accordance with an approved site plan is not commenced within 1 year after the approval of the approving body, the approval shall expire unless extended as provided under subsection H of this section.
2. If this Title is amended after a site plan has been approved, and such amendment no longer permits the development as approved, the development nevertheless may be carried out if started before expiration of approval, but any features not in compliance with the amended provisions of this Title are subject to the non-conformity provisions of this Title. Upon request of the property owner(s), the Director may modify a site plan approval to the extent necessary to conform to the amended provisions of this Title.

H. Extension.

1. An application to extend the time period before a site plan expires may be filed by the owner(s) (or authorized agent) of the subject property prior to the expiration of such permit.
2. A first-time extension may be granted by the Director in accordance with the provisions of Section 19.128.100.
3. For any additional extension, the approving body, or City Council on appeal, may grant extensions of such time period for up to 1 year for each extension if the earlier expiration of the permit is found to present an undue hardship with respect to implementing the approved use and development of the property and such extension would not be materially detrimental to the public health, safety, and welfare.

§ 19.128.050. Zoning Sign Permit.

A. Authority. Action on zoning sign permits is based upon compliance with the provisions of this Title and any sign guidelines or standards adopted for the area of the subject property pursuant to Section 19.904.060.

§ 19.128.060. Underground Utilities Waiver.

A. Authority. Except for underground utilities waivers permitted for single family homes in accordance with Section 19.128.100, the Zoning Administrator may, after consideration at a public meeting, waive requirements for undergrounding if the required findings outlined in subsection C of this section can be found. The decision of the Planning Commission may be appealed in writing to the City Clerk within 10 working days.

B. Initiation. Consideration of a waiver under this section may be initiated only by application of an owner(s) (or authorized agent) of the subject property.

C. Criteria. A waiver under this section may be granted if it is found that topography, soil, or other conditions are such that the required undergrounding of utility facilities would constitute an unnecessary hardship inconsistent with purposes of the undergrounding requirements.

§ 19.128.070. [RESERVED]

§ 19.128.080. Adjustment.

A. Purpose. The purpose of the zoning adjustment procedure is to provide a simplified means of considering, for practical reasons, nondetrimental minor deviations from certain development standards set forth in this Title when applied to alterations of existing development.

B. Authority.

1. When considered in conjunction with an application for site plan review, conditional use permit, variance, or similar procedure, a zoning adjustment may be acted upon by the officer or body having jurisdiction over such other application. In all other cases, a zoning adjustment shall be considered and acted upon by the Zoning Administrator, subject to appeal to the City Council.
2. The types of matters which may be considered under a zoning adjustment and the maximum allowable deviation from the requirement of this Title, are as follows:
    a. Building Height. Increase in allowable height of building or structure: 20 percent;
    b. Yards and Permitted Encroachments. Encroachment of a single- family dwelling or accessory building into a required yard:
        (i) Front yard encroachment: no more than 20 percent linear feet,
        (ii) Side yard encroachment: no more than 20 percent linear feet,
        (iii) Rear yard encroachment: no more than 20 percent linear feet,
        (iv) Addition to existing structure which is nonconforming as to yard encroachment: 500 square feet and no more than existing encroachment distance or 2 feet, whichever is less,
        (v) Rear yard coverage: a maximum of 40 percent of the required rear yard; provided, that the total lot coverage does not exceed 40 percent,
        (vi) Rear yard coverage for properties located on a corner with an existing garage within the required rear yard: a maximum of 55 percent of the required rear yard; provided that an area equivalent to the required rear yard is provided within one of the required side yards of the property together with that portion of the required rear yard that is adjacent to the required side yard and that the total lot coverage does not exceed 40 percent. No portion of the structure exceeding the code prescribed 30 percent rear yard coverage shall be greater than 1 story in height;
    c. Driveway Width. Reduction in width of required accessway: 10 percent;
    d. Required Parking Spaces. Reduction of not more than two parking spaces in the number of required spaces in any commercial or industrial zone;
    e. Fence Height.
        (i) Residential fence height up to 50 percent greater than permitted height but not more than eight feet total height,
        (ii) Fence up to 6 feet in height located in a required side or rear yard abutting a street for commercial and industrial zones, under the following criteria:

1. Yard shall be located along a Commuter Arterial or Local Street, as defined within the Circulation Element of the General Plan.
2. Fence shall be for the sole purpose of securing a parking area that is developed to City standards and where the parking is permitted within the required yard.
3. Fence shall not be view-obscuring.
4. Fence shall have a minimum 10-foot setback from the street property line.

C. Initiation. Consideration of a zoning adjustment may be initiated only by the owner(s) (or authorized agent) of the subject property.

D. Meeting. Each application for a zoning adjustment shall be considered at a public meeting. When considered by the Zoning Administrator, such meeting shall be held not more than 40 days after acceptance of the application, and the determination shall be made at the meeting or a continuance thereof. Any extension of time for the decision shall be only with the consent of the applicant.

E. Criteria. The determination of a zoning adjustment is based on the following criteria:
1. There are practical reasons or benefits of improved design which justify the deviation from the prescribed standards;
2. The adjustment, with any conditions imposed, will provide equal or better protection to adjacent property;
3. The adjustment is not in conflict with the objectives of the General Plan, any applicable Specific Plan, or the intent of this Title.

F. Decision. The officer or body acting upon a zoning adjustment may approve, deny or approve with reasonable conditions. The initial determination on an adjustment is final unless appealed.

§ 19.128.090. Zoning Compliance Review.

A. Prior to the issuance of any building permit, sign permit, or permit for any exterior mechanical equipment including air conditioning equipment and solar equipment, and prior to the construction of any residential fence or other development feature specifically made subject to this section, the proposed development plan shall be submitted to the Director for review as to compliance with the provisions of this Title and any standards adopted pursuant to Section 19.124.050.

B. Construction and placement of solar equipment, and alteration of single-family dwellings, including manufactured dwellings, on foundations, shall be reviewed under this section for compliance with standards of architectural compatibility with structures in the immediate area, including consideration of roof overhang and roof and siding materials. (See California Government Code Sections 65850.5 and 65852.3.)

C. Certification. Upon finding that a proposed development conforms to all requirements of this Title and standards adopted under this Title, zoning compliance shall be certified as follows:
1. For a sign copy change: by endorsement on a graphic representation of the approved copy;
2. For a sign installation other than a mere copy change: by endorsement on plans for the approved installation and issuance of an identification sticker which is required to be attached to and maintained on the sign structure in a visible location;
3. For all other cases: by endorsement on the approved plans or permit application.

§ 19.128.100. Interdepartmental Review.

A. Purpose. The purpose of the interdepartmental review process is to provide a procedure for the expeditious review and approval of projects listed in Sections 19.128.100.B.1. Projects subject to the interdepartmental review process do not require adjustments or deviations from the regulations set forth in this Title and meet the goals and policies of the general plan.

B. Authority.
1. Any development of a type listed below shall not be commenced, nor any City permit issued therefore, until an interdepartmental review application has been submitted for review and approved as provided in this section:
a. Construction of unenclosed accessory structures in the commercial and industrial zones, including, but not limited to, covered parking areas and loading docks, provided that:
1. The accessory structure does not result in the loss of required on-site parking spaces; and

2. The accessory structure is located to the rear of the primary structure and not visible from a public street.

b. Minor exterior alterations to an existing building, provided that any new/added building square footage is less than 500 square feet.
    1. Minor exterior alterations include new store-fronts window systems, new or removed windows or awnings or changes to more than 25% of the exterior materials;
    2. Minor modifications to building entrances and exits; or changes to less than 25% of the exterior materials are not subject to Interdepartmental Review and shall be processed ministerially.

c. Minor revisions to existing parking facilities, provided that the total number of parking spaces is not reduced. Minor revisions include, but are not limited to, relocation of parking spaces and landscaped areas, restriping, and placement of required trash enclosures.

d. The installation of a fence within a required yard abutting a street for multi-family residential developments in the RM-10 or RM-20 zones. A permitted fence for a multi-family development in the RM-10 or RM-20 zones shall be reviewed pursuant to Chapter 19.428 (Development Standards—Fences, Walls, Hedges, and Berms) and the City of Buena Park's Architectural Design Guidelines. For other permitted uses in the RM-10 or RM-20 zones, the installation of fences shall be reviewed pursuant to Chapter 19.428 (Development Standards—Fences, Walls, Hedges, and Berms) and Section 19.128.090 (Zoning Compliance Review).

e. The installation of a security gate for multi-family residential developments in the RM zones, provided that the required number of on- site parking spaces is not reduced. Permitted security gates shall be reviewed pursuant to the City of Buena Park's Architectural Design Guidelines.

f. Waiver of underground utilities for a new single-family home located in the RS zones, provided that:
    1. Within 500 feet, the majority of the surrounding developed lots do not have underground facilities; and
    2. It is not feasible or possible to obtain easement areas to accommodate said underground facilities.

g. One extension of time, beyond the original effective date, may be granted by the Director for up to one year for an approved conditional use permit (as defined by Section 19.128.020) and an approved site plan (as defined by Section 19.128.040) provided that:
    1. The applicant can demonstrate an undue hardship with respect to implementing the said project; and
    2. Such extension will not be materially detrimental to the public health, safety, and welfare; and,
    3. Said project complies with the provisions of the General Plan, applicable Specific Plans, and as set forth in this Title at the time the extension is requested. Subsequent requests of extensions of time shall be considered by the Planning Commission or City Council in accordance with the aforementioned Sections.

h. Soil decontamination equipment, mechanical equipment, above ground storage tanks, and silos, as an incidental use, at an operating business in commercial and industrial zones, provided that the aforementioned equipment, tanks, or silos are:
    1. Completely screened from view by a block wall, fencing, or an existing on-site building. Screening must be architecturally consistent with the facility in terms of design type and colors;
    2. Located to the rear of the primary structure;
    3. Situated so that existing on-site vehicular circulation and landscaped areas are not adversely impacted, and the required number of on-site parking spaces is not reduced.

i. Conversion of existing carports to garages in the RM-10 and RM-20 zones, provided that:
    1. The required number of on-site parking spaces is not reduced.

2. The improvements conform to the provisions set forth in Chapter 19.436 (Development Standards—Vehicular Provisions) and the City of Buena Park's Architectural Design Guidelines.

j. Use of chain link as a fencing material in zones and locations as specified and permitted under subsection B.4 of Section 19.528.030.

k. Façade-mounted and roof-mounted wireless telecommunications facilities as regulated by Chapter 19.1220 of the Buena Park Zoning Ordinance.

l. Approval for HIOZ residential/ mixed-use development, Housing Opportunity Overlay and Religious/Congregational/Fraternal Overlay (refer to Ordinance 1733)

C. Initiation. The interdepartmental review process may be initiated only by application of the owner(s) (or authorized agent) of the subject property.

D. Application and other required submittal information. An application and any other information deemed necessary shall be submitted to the Director a minimum of 10 working days prior to the anticipated activation of the requested use.

E. Criteria. Action on an interdepartmental review application is based upon the following criteria:

1. The proposed development meets all applicable requirements of this Title and other laws;
2. The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title;
3. Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development;
4. The exterior architectural design is in reasonable harmony with the architectural character of the area;
5. The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.

F. Investigation. Upon determination by the Director, copies of the application and any attachments shall be forwarded to every City department which would or could be affected by such use, whereupon each department shall investigate and respond in writing to the Director with recommendations on the application.

G. Decision.

1. An interdepartmental review application may be approved, approved with conditions found necessary to protect the public health, safety, and welfare, or disapproved based upon findings that the requirements and intent of this Title are not satisfied.
2. The action of the Director is final upon written acceptance of the action by the applicant, unless appealed in writing to the Secretary of the Planning Commission. Any appeal of the decision must be filed within ten working days of the Director's action.
3. The effective date of such approval shall commence upon the date that the applicant files an acceptance of the terms of the approval with the Director.

H. Appeal. In case of an appeal, a hearing shall be held by the Planning Commission, with notification and payment of fees to be the same as for a site plan. The action of the Planning Commission is subject to further appeal to the City Council in the same manner as for a site plan.

I. Endorsement. Upon approval of an interdepartmental review application under the interdepartmental review procedure, the Director shall cause the plan or plans to be endorsed and if necessary supplemented with written or graphic documents in such a way as to clearly identify the matters approved.

J. Revisions.

1. Consideration of minor modifications of conditions may be initiated only by the application of the owner(s) (or authorized agent) of the subject property.
2. Upon acceptance of such application, the Director may approve, in writing, and without further procedure, minor modification of conditions for reason of practicality or improved design, but shall apply the same criteria and requirements applicable to the interdepartmental review application, and shall not approve any modification which would be inconsistent with the approved interdepartmental review application.
3. The Director's determination shall be final unless appealed, but does not become effective unless and until a written acceptance thereof is received from the applicant.

4. In case of an appeal, a hearing shall be held by the Planning Commission, with notification and payment of fees to be the same as for a site plan. The action of the Planning Commission is subject to further appeal to the City Council in the same manner as for a site plan.

K. Expiration.

1. If development is not commenced within one year after the approval of an interdepartmental review application, said approval shall expire.
2. If this Title is amended after an interdepartmental review application has been approved, and such amendment no longer permits the development as approved, the development nevertheless may be carried out if started before expiration of approval. However, any features which are not in compliance with the amended provisions of this Title are subject to the nonconformity provisions of this Title. Upon request of the property owner(s), the Director may modify an interdepartmental review approval to the extent necessary to conform to the amended provisions of this Title.

L. Extension.

1. An application to extend the time period before a interdepartmental review expires may be filed by the owner(s) (or authorized agent) of the subject property prior to the expiration of such permit.
2. A first-time extension may be granted by the Director in accordance with the provisions of Section 19.128.100.
3. For any additional extension, the Planning Commission, or City Council on appeal, may grant extensions of such time period for up to 1 year for each extension if the earlier expiration of the permit is found to present an undue hardship with respect to implementing the approved use and development of the property and such extension would not be materially detrimental to the public health, safety, and welfare.

§ 19.128.110. Streamlined Ministerial Review.

A. For projects located within MUO-45, MUO-60, MUO-100, HOO, and RCFO of the Housing Incentive Overlays (HIO), please refer to Section 1.6.1 of Ordinance No. 1733.

B. For projects located within the HMCO of the Housing Incentive Overlays (HIO), please refer to Section 5.4 of Ordinance No. 1733.

Chapter 19.132 – Quasi-Judicial Procedures

§ 19.132.010. Variance.

A. Purpose and Scope.

1. The variance procedure is provided for the purpose of considering deviations from the strict application of the requirements of this Title in those special circumstances where the literal requirements unintentionally discriminate against a particular property because of unusual and unanticipated circumstances. In such circumstances, a variance may be granted to correct an inequity, but may not be used to grant any special privilege.
2. A variance may be granted from any provision of this Title, except that a variance shall not be granted which allows a lot or a structure to be used for a purpose not permitted under the applicable zone classification. (See California Government Code Section 65906.)

B. Authority.

1. The Zoning Administrator shall consider and decide upon variances which do not exceed the following limitations:
    a. Changes or additions to existing residential structures or development, provided there is no increase in the number of dwelling units;
    b. New construction or alteration of existing nonresidential structures or development not involving an increase in gross floor area on a lot of over twenty thousand square feet.
2. All other applications for variance shall be considered by the Planning Commission.

C. Initiation. A variance may be initiated only by application of the owner(s) (or authorized agent) of the subject property.

D. Hearing and Notice.

1. If considered by the Zoning Administrator, a variance matter shall be considered at a public hearing conducted by the Zoning Administrator. If considered by the Planning Commission, at least one public hearing shall be held by the Planning Commission.
2. Notice of such hearing shall be given to property owners within three hundred feet as provided in subsection E of Section 19.112.020. (See California Government Code Section 65901.)

E. Criteria and Findings. A variance may be granted only if all of the following criteria are satisfied:
1. There are special circumstances applicable to the subject property such as size, shape, topography, location, or surroundings which result in the strict application of the requirements of this Title depriving the property of privileges enjoyed by other properties in the same zone and vicinity (see California Government Code Section 65906);
2. The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity (see California Government Code Section 65906);
3. The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity;
4. The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

F. Conditions—Effective Date.
1. If approved, a variance shall include conditions to ensure that the above criteria and limitations upon a variance are satisfied.
2. No condition may be imposed requiring any dedication of land, construction of improvements, or bonding to guarantee construction of improvements, if such dedication or improvements are not reasonably related to the development and use of the subject property. (See California Government Code Section 65909.)
3. The effective date of such approval shall commence upon the date that the applicant files an acceptance of the terms of the approval with the Director, but in no case prior to the expiration of the appeal period.
4. The action of the Planning Commission or Zoning Administrator is final unless appealed in writing to the City Clerk within ten working days.

G. Minor Modification of Conditions. After a variance has become effective, minor modification of the conditions of such variance may be made by the Director in the same manner as for a conditional use permit (subsection H of Section 19.128.020) except that the applicable criteria shall be those provided for a variance rather than those for a conditional use permit.

H. Expiration. A variance shall expire if:
1. Construction or use of the property under permit is not commenced within one year after the expiration of the appeal period or council decision if appealed, unless provided for within the terms of the approval;
2. Any provision in the variance for termination of the use becomes effective;
3. The use is discontinued for a period of six months,
4. The development is changed so that the variance is no longer required;
5. A zone change or text change becomes effective which results in the development permitted by variance becoming automatically permitted. This provision shall apply to all variances whether issued prior to or after the effective date of this provision.

I. Extension.
1. An application to extend the time period before a variance expires may be filed by the owner(s) (or authorized agent) of the subject property prior to the expiration of such variance.
2. The approving body, or City Council on appeal, may grant extensions of such time period for up to one year for each extension if the earlier expiration of the variance is found to present an undue hardship with respect to implementing the approved use and development of the property and such extension would not be materially detrimental to the public health, safety, and welfare.

(Ord. 1405 § 5, 2000)

§ 19.132.020. Extension or Termination of Nonconforming Privilege.

A. Purpose. The procedure provided in this section provides for varying the requirements relating to the continuation, extension or termination of nonconforming situations in specific cases which require such adjustment in order to achieve an equitable balance between private property rights and the public interest. The possible applications of this procedure are:

1. Extension of time beyond the standard termination date required for reasonable amortization;
2. Expansion of the area devoted to nonconforming use on the same site and within an existing building;
3. Change of a nonconformity to another nonconformity of equal or less severity;
4. Termination of a substantially detrimental nonconformity earlier than otherwise required.

B. Initiation. An extension, expansion, or change in a nonconformity privilege may be initiated only by application of the owner(s) (or authorized agent) of the subject property. The termination of a nonconformity may be initiated by order of the City Council, Planning Commission, or by the Director of Community and Economic Development. When such proceeding for a termination is initiated, the owner(s) of the subject property shall be notified by registered mail or in the manner of a summons.

C. Hearing. At least one public hearing shall be held by the Planning Commission on any proposed extension, expansion, change, or termination of a nonconformity. Notice shall be given to property owners within three hundred feet as provided in subsection E of Section 19.112.020.

D. Findings and Decision. To approve, in whole or in part, an extension, expansion, change, or termination of a nonconformity privilege, it is found that balancing of the public interest and the vested interests of the owner(s) of the subject property requires deviation from the standard nonconformity regulations.

E. Conditions. Conditions shall be imposed upon any grant of an extension, expansion, or change in a nonconformity privilege in order to assure that an equitable balance of the public interest and the vested interests of the owner(s) of the subject property is maintained.

F. Appeal. The decision of the Planning Commission on an extension, expansion, change, or termination of a nonconformity privilege is final unless appealed.

G. Minor Modification of Conditions. After a decision under this section has become effective, minor modification of conditions may be considered by the Director in the same manner as for a conditional use permit (subsection H of Section 19.128.020) except that the applicable criteria shall be those provided for the extension, expansion, or change of a nonconformity privilege rather than those for a conditional use permit.

§ 19.132.030. Revocation.

A. Authority. Conditional use permits, site plan approvals, variances and extensions, expansions or changes (but not early terminations) of nonconformity privileges may be revoked by the Planning Commission pursuant to this section.

B. Initiation. A revocation under this section may be initiated by:
1. Order of the City Council or Planning Commission;
2. Application of any person damaged or adversely affected by the continuation of circumstances existing on property subject to a conditional use permit, variance, or nonconformity privilege;
3. The Director of Community and Economic Development.

C. Notice to Owner(s). Upon initiation of proceedings under this section, notice shall be given to the owner(s) of the subject property by registered mail or in the manner of a summons.

D. Commission Hearing. At least one public hearing shall be held by the Planning Commission on a matter initiated under this section. Notice of such hearing shall be to property owners within three hundred feet as provided in subsection E of Section 19.112.020.

E. Criteria. The decision on a matter being considered under this section is based upon the following criteria:
1. Approval of the use or development was obtained by fraud;
2. The use or development is being or recently has been conducted in violation of the terms of a permit, the requirements of this Title, or other law;
3. The use or development is being conducted in a manner detrimental to public health, safety or welfare, or is a nuisance.

F. Decision. The decision of the Planning Commission on a matter pursuant to this section is final unless appealed to the City Council.

Chapter 19.136 - Applicability of Regulations

§ 19.136.010. Property Affected.

The provisions of this Title shall apply, to the extent permissible under other laws, to all property within the City, whether such property is in public or private ownership; except that streets, alleys, and walkways which are dedicated for public use shall be regulated under the provisions of Title 12.

§ 19.136.020. Persons Affected.

The provisions of this Title shall apply, to the extent permissible under other laws, to all persons, agencies, and organizations, both public and private; except that in circumstances where an overriding public interest is found to be served by an action or development to be undertaken by a public agency, the City Council may waive the requirements of this Title to the extent deemed necessary.

§ 19.136.030. Activities Affected.

A. New or Changed Development or Use. Each provision of this Title shall apply, to the extent permissible under other laws, to all actions, activities, uses and development initiated subsequent to the effective date of such provision, including but not limited to the following:
   1. The division or leasing of land;
   2. Construction, alteration, remodeling, expansion, replacement or relocation of any building, structure or other facility or portion thereof;
   3. The use or occupancy of land, buildings, structures, or other facilities.

B. Existing Development or Use. Any lawfully established development or use is permitted to continue without change, even though no longer in conformance with one or more provisions of this Title due to changes in such provisions after the establishment of the development or use, except as otherwise provided in Chapter 19.204 or elsewhere in this Title.

Chapter 19.140 - Relationship of Zoning Regulations to Other Laws and Regulations

§ 19.140.010. Continuity of Zoning Regulations.

The provisions of this Title, insofar as they are substantially the same as previous provisions of this Code or any other ordinance repealed, amended, or superseded by the enactment of the provisions of this Title, shall be construed as restatements and continuations of the previous provisions, and not as new enactments.

§ 19.140.020. Pending Proceedings.

Proceedings initiated under provisions repealed, amended, or modified by the provisions of this Title shall not be affected by the enactment of provisions of this Title, except that after such enactment the proceedings shall conform to the provisions of this Title insofar as possible.

§ 19.140.030. Rights under Previous Approvals.

A. A conditional use permit, site plan approval, variance, or similar approval granted under previous provisions of this Title or under the applicable zoning regulations which existed prior to incorporation of the City or annexation to the City of the area involved, and which would be eligible for consideration of such approval under current provisions of this Title, are deemed to be an approved conditional use permit, site plan, variance, or other approval, respectively, subject to the terms of such approval.

B. All other conditional use permits, approved site plans, variances ,and similar approvals or the conditions thereof which are not in conformance with the provisions of this Title are deemed to be nonconforming privileges subject to the provisions of Chapter 19.204.

C. Notwithstanding any other provisions of this section, if a conditional use permit, site plan approval, variance, or similar approval, or any condition thereof, has resulted in a nonconformity, such nonconformity shall be subject to the provisions of Chapter 19.204.

§ 19.140.040. Previous Violation or Conviction.
Any violation of and/or conviction under any provision of this Title which has been repealed, amended, or modified, shall continue to be considered as a violation and/or conviction under this Title.

§ 19.140.050. Severability.
If any provision of this Title or the application thereof to any person or circumstance is held invalid, the remainder of this Title and the application of such provision to other persons or circumstances is not affected thereby.

§ 19.140.060. Conflicting Regulations.
Whenever any provision of this Title covers the same subject matter, overlaps, conflicts with, or is contradictory to any other law or regulation, the provision, law, or regulation which is more restrictive or imposes the higher standard shall control, except as otherwise expressly provided.

§ 19.140.070. Conflicting Licenses and Permits.
All City officials, official bodies, departments, and employees vested with the duty or authority to issue permits or licenses shall conform to the provisions of this Title. No license or permit for uses, buildings or purposes, where the same would be in conflict with the provisions of this Title, shall be issued. Any such license or permit, if issued in conflict with the provisions of this Title, is null and void.

§ 19.140.080. Private Agreements.
The provisions of this Title are not intended to abrogate, annul, or impair any easement, covenant or other agreement between parties; except, where this Title imposes a greater restriction or higher standard than that required by private agreement, this Title shall control.

§ 19.140.090. Nuisances.
Neither the provisions of this Title nor any approval pursuant thereto authorize the establishment or maintenance of any use, activity, or circumstance which constitutes a public or private nuisance.

§ 19.140.100. References to Other Laws and Regulations.
When a reference is made in this Title to any other provision of this Title or to any other law or regulation, such reference shall apply to any and all subsequent amendments and additions to the provision referred to and to any renumbered or retitled provisions which continue or supersede the provision referred to.

Chapter 19.144 - Assignment of Authority, Powers, and Duties

§ 19.144.010. Delegation of Commission authority.
Whenever an administrative power or duty is granted to or imposed upon the Planning Commission by any provision of this Title, the Commission may delegate such power or duty to the Director subject to such instructions as the Commission may prescribe.

§ 19.144.020. Delegation of Staff Authority.
Whenever a power or duty is granted to or imposed upon the Director, Zoning Administrator, Building Official, or other officer of the City under any provision of this Title, such power or duty may be exercised by a duly authorized employee of the City or other governmental agency who is assigned to be under the supervision of such officer, subject to such instructions as such officer may prescribe.

§ 19.144.030. Office of Zoning Administrator.
A. Purposes.
    1. The office of Zoning Administrator is established to perform certain duties hereinafter specified pursuant to the authority granted by the California Planning and Zoning Law. (See California Government Code Sections 65900 and 65901.)
    2. The purposes of the office of Zoning Administrator are:
        a. To provide efficient methods in the implementation of the General Plan, zoning, and other municipal ordinances to effectuate the desired development of the City and provide better service to the general public;

b. To provide a method by which minor adjustments from ordinance requirements may be permitted without the necessity of the delays incident to the setting of such matters for public hearing;
c. To relieve the Planning Commission from the performance of certain functions of a routine nature which tend to divert this body from the Planning and major zoning functions entrusted to the Commission by this Code and the laws of the State.

B. Assignment of Duties. The duties of the Zoning Administrator as set forth in this Title shall be assigned, and may be reassigned at any time, by the City Manager to one of the employees filling positions within the Community and Economic Development Department and duties and be subject to the rules and procedures set forth for the Zoning Administrator in this Title and by any other applicable laws.

§ 19.144.035. Director of Community and Economic Development.

A. Purposes.
1. The Director of Community and Economic Development performs certain duties hereinafter specified pursuant to the authority granted by the California Planning and Zoning Law. (See California Government Code Sections 65900 and 65901.)
2. The purpose of the Director of Community and Economic Development is:
a. To provide efficient methods in the implementation of the General Plan, zoning, and other municipal ordinances to effectuate the desired development of the City and provide better service to the general public;
b. To use the position's administrative role to expeditiously process and approve certain projects which conform to the regulations of the Zoning Ordinance and the goals and objectives of the General Plan. The intent of this process is to provide a method by which minor projects may be permitted without the necessity of the delays incident to the setting of such matters for hearings or consideration by the Zoning Administrator or Planning Commission;
c. To relieve the Planning Commission from the performance of certain functions of a routine nature which tend to divert this body from the Planning and major zoning functions entrusted to the Commission by this Code and the laws of the State.

B. Assignment of Duties. The duties of the Director of Community and Economic Development are assigned by the City Manager and set forth in this Title.

(Ord. 1338 §10, 1996)

§ 19.144.040. Enforcement.

The enforcement of this Title and regulations, decisions and orders made pursuant to this Title, shall be enforced by the City Manager or his or her other duly authorized representative.

Chapter 19.148 - Violations and Penalties

§ 19.148.010. Unlawful Activities Designated as Misdemeanor—Penalty.

A. It is unlawful for any person, firm, partnership, or corporation to violate any provision or fail to comply with any of the requirements of this code. Except as otherwise provided herein, any person, firm, partnership, or corporation violating any provision of this code or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not exceeding one thousand dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment.

B. Each such person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of any of the provisions of this code is committed, continued, or permitted by such person, firm, partnership, or corporation, and shall be deemed punishable therefor as provided in this section.

§ 19.148.020. Unlawful Activities Designated as Infraction—Penalty.

A. Notwithstanding the provisions of Section 19.148.010 a, any person, firm, partnership or corporation violating any provision of this code or failing to comply with any of the requirements thereof, where such violation or failure is denominated an infraction, shall be deemed guilty of an infraction, and upon

conviction thereof, shall be punished by a fine not exceeding one hundred dollars for a first violation, by a fine not exceeding two hundred dollars for a second violation of the same provisions within one year, and by a fine not exceeding five hundred dollars for each additional violation of the same provision within one year.

B. Each such person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this code is committed, continued, or permitted by such person, firm, partnership, or corporation and shall be deemed punishable therefor as provided in this section.

§ 19.148.030. Violations—Nuisance—Civil Remedies.

A. The violation of any of the provisions of this code constitutes a nuisance, and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

B. The prevailing party in any action to abate a nuisance pursuant to this section shall be entitled to its reasonable attorneys' fees if: (1) the City elected to seek recovery of its own attorneys' fees at the initiation of the action; and (2) the award of attorneys' fees does not exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

(Ord. 1518 § 12, 2008)

§ 19.148.040. Severability.

The City Council declares that, should any title, chapter, provision, section, paragraph, sentence, or word of this code be rendered or declared invalid by any final court action by a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining titles, chapters, provisions, sections, paragraphs, sentences, and words of this code shall remain in full force and effect.

§ 19.148.050. Past Actions and Obligations Previously Incurred.

Neither the adoption of this Title or any provision thereof, nor the repeal thereby of any ordinance of the City or any provision thereof, shall in any manner affect the prosecution for violation of any provision committed while such provision was in effect, nor be construed as a waiver of any license or penalty due and unpaid under previous provisions; nor be construed as affecting any such previous provisions relating to the collection of any such license or penalty or the penal provisions applicable to any violation thereof; nor be construed as affecting the validity of any bond or cash deposit required to be posted, filed, or deposited pursuant to any ordinance, and all rights and obligations pertaining thereto shall continue in full force and effect.

Division 3 Single Family Residential Zones

Chapter 19.304 Purpose and Description of Single-Family Residential Zones

19.304.010 Purpose and General Plan Consistency.

The General Plan outlines goals and objectives regarding single-family residential uses and development. The purpose of this Division is to implement those General Plan goals and objectives that relate to single-family residential land use.

19.304.020 Description of Zones.

The following single-family residential zones, with their general purpose as indicated, have been created to implement the goals, objectives, and residential land use designations of the General Plan.

A. RS-16, Select Estate Residential Zone. For the development and preservation of residential areas of single-family homes on large lots in order to maintain a park-like setting within a hillside environment.

B. RS-10, Estate Residential Zone. For the development and preservation of residential areas of single-family homes on relatively large lots located adjacent to or near a golf course.

C. RS-8, Suburban Residential Zone. For the development and preservation of residential areas of single-family homes on medium-size lots located in hillside areas or near a golf course.

D. RS-6, One-Family Residential Zone. For the development and preservation of residential areas of single-family homes located on moderate to minimum size lots on relatively flat terrain.

E. PD, Planned Development Zones. To provide for land uses and development standards to be tailored to individual sites. This land use designation requires that a master plan be prepared for each area so designated. The master plan must discuss development phasing, development intensities, amenities, design, and how the development is to conform with the guiding principles included in the Land Use Element of the General Plan for each area designated as Planned Development. It is intended to preclude incremental development which may be detrimental to the whole.

F. Overlay Zones. The following special designations are established which may be combined by notation on the Zoning Map with any of the zones above in order to accomplish the additional purposes indicated below:

1. **A, Agricultural Overlay Zone.** To provide for the preservation of areas of single-family homes on large lots with associated agricultural activities, including limited animal keeping.

2. **P, Parking Overlay Zone.** To provide for and encourage the development of needed parking areas to serve adjacent commercial and public service uses located in the central area of the City. Such parking use is intended to be arranged within residential zones adjacent to commercial zones in a manner which protects the residential areas from undue adverse effects of adjacent commercial activity and may lead to an orderly transition from residential to parking use for such areas.

3. **Housing Incentive Overlay (HIO) Zones.** The HIO Zones includes six (6) Overlays that serve to implement the Housing Element's goal of providing new housing that addresses affordable housing needs by establishing objective design criteria for designated housing opportunity sites. The HIO's include Mixed-Use Overlay-45, Mixed-Use Overlay-60, Mixed-Use Overlay-100, Housing Opportunities Overlay, Religious Congregational and Fraternal Overlay, and Hotel/Motel Conversion Overlay. The HIO Zones have been applied to properties shown on the Zoning Map.

19.304.030 Housing Incentive Overlay (HIO) Classification.

Properties located in areas shown on the Zoning Map with the symbol “MUO45”, “MUO60”, “MUO100”, “HOO”, “RCFO”, or “HMCO” may be used for higher-density housing as a primary use in lieu of, but not in combination with, other uses, density, or intensity authorized for the underlying zone. Objective Design Standards apply to such properties. Refer to the adopted Housing Incentive Overlay (HIO) Objective Design and Development Standards for applicable standards.

19.304.040 Planned Unit Developments.

A. A planned unit development, wherein the owners of individual lots also hold undivided interests in common areas within the same development, all as defined in Section 19.104.080, may be approved in any RS zone. Such approval shall be accomplished under both the subdivision ordinance (Division I of Title 18) and site plan review (Section 19.128.040) procedures, except a conditional use permit also is required for the planned unit development for any development in the PD Zone.

B. For planned unit developments, the minimum lot size and dimension requirements of Section 19.308.050, as well as other regulations of this Division based on dimensions from lot lines, shall not apply to the individual unit lots, but shall apply to the total net site area of each such development.

19.304.050 Interpretation of Uses Permitted.

Further definition and enumeration of uses permitted in the various zones may be determined by interpretation in accordance with Section 19.128.010.

Chapter 19.308 Intensity of Use and Site Requirements

19.308.010 Residential Base Densities.

The base density table below refers to the maximum number of units per acre permitted under the corresponding zoning district. Additional density may be achievable in the form of a density bonus (Cluster Bonus, Affordable Housing Bonus, and Senior Housing Bonus). Before any density bonuses are applied, the number of dwelling units permitted in a single-family residential development shall not exceed the base density specified below.

Zone	Base Density (dwelling units per net acre)
RS-16	2.7
RS-10	4.3
RS-8	5.4
RS-6	7.2

19.308.020 Cluster Bonus.

When a cluster bonus is approved in accordance with Section 19.348.020, the dwelling unit density of a single-family development shall not exceed a density 20% greater than otherwise permitted.

19.308.030 Affordable Housing Bonus.

State Density Bonus Law (Government Code Sections 65915-65918) provides that local governments shall grant density bonuses and regulatory concessions and incentives to developers of housing, childcare facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower-income households, very low-income households, moderate-income households or qualifying residents. This

section adopts the State Density Bonus Law by reference. Where a provision contained in the Municipal Code does not discuss a specific condition or situation that arises, the provisions set forth in State Density Bonus Law shall apply. In the event of a conflict between these provisions and the provisions of State Density Bonus Law, whichever is stricter shall prevail.

19.308.040 Fractional Results.

A. Regardless of the maximum density calculated pursuant to this Chapter, one (1) dwelling unit shall be permitted on any lawfully established lot in an RS zone if such lot has a net area of at least 2,500 square feet.

B. In other cases, in determining the maximum number of dwelling units permitted within a subdivision, any fraction of dwelling unit in the calculated result, after applying all density factors, shall not be construed as allowing an additional dwelling unit if such fraction is less than 0.5.

19.308.050 Site Dimensions.

The minimum size and dimensions of lots created in the various zones shall be as shown in Table 19.308.050.

Table 19.308.050
MINIMUM SITE DIMENSIONS

Zone	Minimum Lot Area (square feet) (4)	Minimum Street Frontage (feet)	Minimum Lot Width (feet)	Minimum Lot Depth (feet)
RS-16	16,000 (1)	100	100 (1)	150
RS-10	10,000 (1)	85	85 (1)	110
RS-8	8,000 (1)	80	80 (1)	100
RS-6	6,000 (1) (2) (3)	40 (3)	60 (1)	—

(1) For corner lots in single-family residential zones, the minimum lot area shall be increased by 500 square feet and the minimum lot width shall be increased by five (5) feet over the amount shown in this table.
(2) Where property is also located in the A – Agricultural Overlay Zone, the minimum lot size shall be 14,000 square feet. See Section 19.312.030.
(3) For existing lots in the RS-6 Zone in Tracts 280, 624, 625, and 650, lots may be combined and/or divided to meet the predominant lot area, street frontage and lot width dimensions of lots within the tract containing such lots.
(4) For parcels in single-family residential zones that do not conform to the minimum lot area required, see Chapter 19.204 Nonconforming Uses and Sites.

19.308.060 Two-Unit Developments and Urban Lot Splits (SB-9)

Two-Unit Developments and Urban Lot Splits (SB-9) pursuant to Government Code Sections 65852.21 and 66411.7 requires ministerial approval of a housing development with no more than two (2) primary units in a single-family zone and/or the subdivision of a single-family zoned parcel into two (2) parcels (See Section 19.348.090). SB-9 allows for up to four (4) housing units in the lot area typically developed with one (1) single-family home. Section 19.348.090 and Section 19.348.100 implements Sections 65852.21 and 66411.7 of the Government Code through objective zoning standards, objective subdivision standards, and objective design review standards as provided in 65852.21.(b). These standards implement requirements of Senate Bill (SB) 9 California Housing Opportunity & More Efficiency (HOME) Act and Sections 65852.21 and 66411.7 of the California Government Code and shall remain in effect, as modified until SB-9 and Sections 65852.21 and 66411.7 are rescinded or extended.

Chapter 19.312 Uses

19.312.010 Uses Permitted.

A. Land, buildings, and other facilities shall be designed, developed, and used only for those activities indicated for the various zones by Table 19.312.010, entitled Uses Permitted. The symbols shown in this table have the following meanings:

Symbol	Meaning
P	Automatically permitted use.
I	Incidental use—use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit.
C	Conditional use—use eligible for consideration under the conditional use procedure (Section 19.128.020) and permitted only if a conditional use permit is approved, subject to the specific conditions of such permit.
Ci	Incidental conditional use—use eligible for consideration under the conditional use procedure only if incidental to another primary use of the site, whether such primary use is automatically permitted or permitted by conditional use permit.
T	Temporary use—permitted if approved in accordance with Title 19, Division 10.

B. Those uses listed as accessory uses in the Uses Permitted Table are subject to the definition of accessory use in Section 19.104.080 as well as the meanings of the indicated symbols in the table.

Table 19.312.010
USES PERMITTED – SINGLE-FAMILY RESIDENTIAL ZONES

Uses	Residential Zones					Additional Requirements
	RS-16	RS-10	RS-8	RS-6	PD [1]	
Residential Uses						
Single-Family Dwellings:						
Site-Built.	P	P	P	P	C	
Manufactured Homes.	P	P	P	P		Refers to manufactured homes, factory-built homes, modular homes, and panelized homes.
Single-Family Cluster.			C	C	C	See Section 19.348.020.
Multi-Family Dwellings:						
Cottage Cluster			P	P		100% affordability requirement applies. See Section 19.348.110.
Employee Housing (6 or fewer).	P	P	P	P	P	Employee Housing as defined by the Health and Safety Code Section 17008. Employee housing shall be subject to the provisions of the Health and Safety Code Sections 17021.5 and 17021.6.
Transitional/Supportive Housing.	P	P	P	P	C	Transitional housing facilities providing accommodations for six (6) or fewer individuals are allowed in RS zones, unless otherwise indicated by State Law. Refer to Government Code Section 65651.
Two-Unit Development	P	P	P	P		See Section 19.348.100.
Residential Accessory Uses:						
Non-Habitable Accessory Structure.	I	I	I	I	I	See Section 19.316.080.

Accessory Dwelling Units.	I	I	I	I	I	See Section 19.348.010.
Junior Accessory Dwelling Units.	I	I	I	I	I	See Section 19.348.010.
Guesthouse.	I	I	I	I	I	A guest house shall be used only by the occupants of the main residence, their nonpaying guests, or domestic employees. The guest house shall not be rented or otherwise occupied independently from the main residence.
Home Occupation.	I	I	I	I	I	See Section 19.348.030.
Short-Term Rental.	I	I	I	I	I	See Section 19.348.080.
Animal Keeping.	I	I	I	I	I	See Section 19.348.050.
Swimming Pool, Therapeutic Pool, Recreational Structure, Spa.	I	I	I	I	P	See Section 19.324.050.
Clubhouse, Meeting Room, Game Room, Gymnasium, Sauna, Health Center (Private Use Only).			I	I	P	Permitted as an incidental use for single-family cluster housing, cottage cluster housing, and planned developments.
Firepits and Fixed Freestanding Barbecues	I	I	I	I	P	See Section 19.324.030.
Game Courts (tennis, pickleball, basketball)	I	I	I	I	I	
Parking, within Garage.	I	I	I	I	P	
Parking, under Carport.	I	I	I	I	P	Carports are permitted for parking spaces which are in addition to the required garage spaces.
Parking, Uncovered.	I	I	I	I	P	Uncovered parking is permitted for parking spaces which are in addition to the required garage spaces.
Yard Sale.	I	I	I	I	I	See Section 19.348.040.
Public Service Uses						
Community Day Care:						
Small group child day care home (1-14 children).	I	I	I	I	I	All applicants shall comply with the State Health and Safety Code with regard to the maximum number of children that may be supervised at any one time based on applicable standards and criteria. In no case, shall the total number of children supervised at any one time at any residence exceed 14.
Small group adult day care home (1-6 adults).	I	I	I	I	I	
Child day care center.		Ci		Ci	Ci	Permitted with a CUP as an incidental use provided that sufficient parking and circulation can be provided on the property and the hours of operation for the incidental use will not

						conflict with the primary use.
Adult day care center.		Ci		Ci	Ci	Permitted with a CUP as an incidental use provided that sufficient parking and circulation can be provided on the property and the hours of operation for the incidental use will not conflict with the primary use.
Public Assembly: (See also Recreation)						
Church.				C		In all residential zones in which churches are permitted, such churches shall be located on and oriented to a major, primary, or secondary highway as defined and designated in the Buena Park General Plan. Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.
Café / Coffee Shop				I		Permitted only as an incidental use to an existing permitted religious facility and subject to all building and fire safety standards applicable to commercial / assembly use. Must be less than 3,000 square feet.
Emergency Shelters.				I		See Section 19.348.070.
Education:						
Educational institution.		C	C	C		Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for education use.
Recreation: (see also Division 5, Commercial Uses – Commercial Recreation.)						
Public park, public playground, public recreational area, public landscaped open space, public-owned historical site or feature.	P	P	P	P	P	
Community recreation center.				P	C	

Utilities and Communications:						See Division 12 of Zoning Ordinance.
Aviation navigational aids.		C	C	C	C	
Public utility facilities or structures, including electrical substations and cellular telephone facilities.	C	C	C	C		
Transportation:						
Parking Lot.		C	C	C	C	
Agricultural Uses						
Horticultural production, plant nursery (no sales), keeping of livestock.				P		Applies to A-Agricultural Overlay Zone only. See Section 19.312.030.
Horticultural production, plant nursery (with sales).				C		See Section 19.348.060.
Animal Keeping	I	I	I	I		See Section 19.348.050.
Temporary Uses						
On-site construction facilities.	P	P	P	P	P	Offices, storage, activities, and facilities directly pertaining to construction for a permitted use on the same site provided construction is not suspended for more than 30 consecutive days.
On-site real estate sales office.	P	P	P	P	P	Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.
(1) Permitted uses and intensity of use in the PD zone shall be determined in a public hearing subject to the provisions of the General Plan for the individual area designated as Planned Development.						

19.312.020 Parking Overlay Classification.

Property located in an area shown on the zoning map with the symbol "P" may be used for a parking lot or parking structure as a primary use in lieu of, but not in combination with, other uses authorized for the underlying zone. Such parking use shall serve activities located in the same or adjacent zones. Yard, setback, and landscape requirements of the underlying zone shall apply.

19.312.030 Agricultural Overlay Classification.

A. Permitted Uses. Property located in an area shown on the Zoning Map with the symbol "A" may be used for the following agricultural activities in addition to the uses authorized for the underlying zone:

1. Horticultural production;
2. Plant nursery;
3. Orchards and tree crops;
4. Field crops, berry crops, bush crops, truck gardening;
5. Raising or keeping of livestock subject to the requirements of subsection C of this section;
6. Beekeeping, subject to the requirements of Section 19.348.050.C (Beekeeping);
7. Agricultural accessory uses and structures.
8. Raising or keeping of chickens subject to the requirements of Section 19.348.050.D (Chicken Keeping);
9. Employee housing consisting of no more than thirty-six (36) beds in a group quarter, or twelve (12) units or spaces designed for use by a single-family or household in compliance with Health and Safety Code §17021.6.

B. Lot Size. Notwithstanding the requirements of the underlying zone, the minimum lot size in the A – Agricultural Overlay Zone shall be 14,000 square feet.

C. Livestock. Raising or keeping of livestock shall be limited to domesticated animals such as rabbits, fowl, and not more than two (2) horses, mules, cows, goats, sheep, or similar large animals in any combination. Any animal keeping structure for such animals shall be located at least:

1. 100 feet from the front property line;
2. 30 feet from any other property line;
3. 40 feet from any dwelling or other building used for human habitation, on either the subject or adjacent properties.

19.312.040 Single-Family Residential Zone—Commercial Parties Prohibited.

A. Purpose and Intent. It is the purpose and intent of the City Council by the adoption of this section to prohibit parties conducted in a commercial manner within all single-family residential zones in order to preserve the rights of residents to the quiet enjoyment of their property.

B. Definitions. For purposes of this section, the following words and phrases shall have the meanings set forth herein:

1. "Admission charge" means a tangible benefit, monetary or otherwise, which is expressly or implicitly required as a condition of admittance to a party. Customary courtesies and clearly noncommercial activity such as gifts by guests and voluntary sharing of expenses for meals shall not be considered to be an "admission charge." "Admission charge" shall not include donations for political, community service, charitable, or religious purposes.

2. "Party" means three (3) or more persons meeting together for social, recreational, or amusement purposes.

C. Admission Charge Prohibited. No person or group of persons shall require, implicitly or expressly, any admission charge to any party conducted in any single-family residential zone.

Chapter 19.316 Development Standards—Building Form

19.316.010 Buildings Required.

A. All activities and facilities, where permitted by other provisions of this Division, shall be enclosed within permanently constructed buildings.

B. Outdoor activities, storage, and display may be permitted in accordance with Sections 19.312.010 and 19.324.020, and the regulations and limitations of Division 10, Title 19.

C. Where a use is permitted by conditional use permit, temporary use permit, or special permit (see Division 10, Title 19), outdoor activities and temporary facilities may be authorized by the terms of such permit notwithstanding the provisions of this section.

19.316.020 Building Type.

Every building shall be designed or remodeled to accommodate its use in accordance with applicable building codes and other laws. A residential building shall not be occupied by a nonresidential primary use.

19.316.030 Height of Structures.

A. The maximum height of any building or structure shall be as shown in Table 19.316.030.

Table 19.316.030
HEIGHT LIMITS IN RS ZONES

Type of Building	Maximum Height	
Detached House (Primary Building)	2 stories	Shall not exceed 30 feet
Single-Family Cluster (1)	2 stories	Shall not exceed 30 feet
Two-Unit Development (2)	1 stories	Shall not exceed 16 feet

(1) See Section 19.348.020 for additional standards.
(2) Two-Unit Developments are only permitted pursuant to SB-9. See Section 19.348.100 for additional standards.

19.316.040 Building Coverage.

A. The maximum building coverage of net lot area for all single-family residential zones shall be 40 percent.

B. The following shall be calculated as building coverage of a lot;

1. All roofed structures over 6 foot in height, with dimensions measured around the outside bearing walls and/or support columns of the structures, including covered breezeways and recessed entryways, as well as patio structures whether open-sided or enclosed, trellised, or solid-roofed.
2. Decks, platforms, porches, or stoops, 18 inches or higher from the finished floor to the finished grade of the lot.

C. The following is not calculated as building coverage under this section:

1. Uncovered balconies and eaves, awnings, and other shading devices cantilevered from a structure.
2. Hardscape such as driveways, parking space, walkways, sidewalks, patios and patio covers (uncovered).

19.316.050 Building Form

A. **Orientation to the Street.** The main elevation of a single-family home shall face the primary public or private street on which the lot is located. In addition, the main entry to the single-family home shall also be located on the elevation facing the primary or public street. For corner or reversed corner lots, the main entrance may face the secondary street.

B. **New Driveway Decorative Treatment.** This subsection shall apply to new and replacement Driveways. Driveways shall include a decorative element at least one (1) foot wide composed of pavers, colored/stamped concrete, aggregate, brick banding, or other decorative treatment to break up uninterrupted concrete surfaces to no more than 12-foot-wide sections.

C. **Front Elevation Massing.** Building elevations on which the main entry is located shall include at least two (2) of the following massing reduction strategies, compliant with the associated standards:

1. **Single Floor Projection.** A façade projection on the lower or upper floor that projects project at least one (1) foot from the main wall plane, with a total area of at least 80 square feet and capped by a gable, eave or other roof form.
2. **Multi-Floor Projection.** A façade projection extending from ground level to the upper floor ceiling that projects at least one (1) foot from the main wall plane, with a total area of at least 124 square feet, and capped by a gable or other roof form.
3. **Massing Break.** A break in the main wall plane of at least two (2) feet that extends from ground level to the upper floor ceiling. The break shall be located so as to separate primary façade elements such as entries and garages, and picture windows.
4. **Bay Window.** A protruding window, such as a bay window, which is at least two (2) feet in depth.
5. **Second Floor Stepback.** A minimum five (5) foot, street-facing stepback applied to the second floor. The setback shall span at least 60% of the total street-facing building elevation and shall be covered with an eave or roof component that matches the primary roof form of the building.
6. **Contrasting Materials or Finish on Floors.** Application of siding, panels or materials that vary from the primary exterior finish, to at least 40% of the total elevation area of one story of the building. All materials shall comply with Section 19.316.100.

D. **Window Perimeter.** All windows shall include at least one (1) of the following perimeter design details:
1. Trim at least two (2) inches wide around the entire window.
2. A minimum two (2) inch recess from the surrounding exterior wall plane.

E. **Street Fronting Roofline**. Roof surfaces that face street property lines and are wider than 30 feet shall be vertically articulated at least once every 30 feet, with at least one (1) of the following techniques:

1. A change in height of at least four (4) feet.
2. A roof dormer.
3. A change in roof orientation.
4. A change in roof form that projects at least three (3) feet above the main roofline.

F. **Garage Location.** All garages for newly constructed (ground up) single-family dwellings on a vacant lot shall be designed and located to limit their visual presence, using one of the following techniques:

1. **Street facing garage.** Garages located along the street facing building elevation shall comply with the following standards:
    i. The width shall not exceed 60 percent of the total width of the front elevation of the building.
    ii. The garage shall be prohibited from projecting forward from the wall plane of the primary dwelling.
    iii. The garage shall include either 1) an overhang at least 12 inches deep with the same materials and color palette as the primary roof form, or 2) a recess of at least 12 inches from the surrounding wall plane.
2. **Inward facing (90º) garage.** A 90° inward-facing garage is oriented perpendicular to the main structure of the house and necessitate a turning movement to enter the garage, distinguishing it from traditional

front-facing garage. Garages in this configuration may project forward from the wall plane of the primary dwelling.

3. **Side accessible attached garage.** Such garages shall be located a minimum of 12 feet behind the front elevation of the home if located on the street side elevation.
4. **Detached or attached rear garage.** Such garages shall be located at the rear of residential lots and be made accessible from a side lot driveway or from the rear.

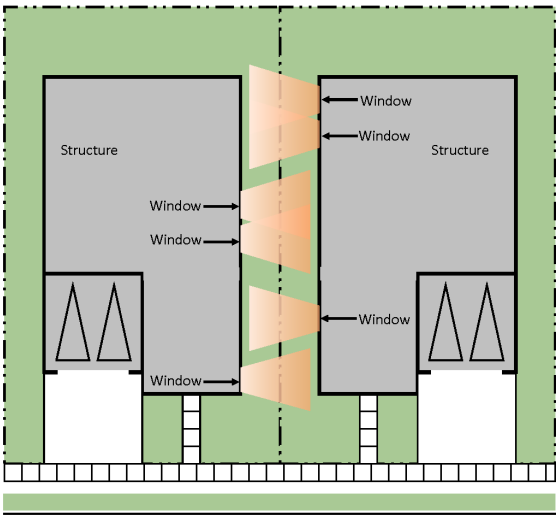


Figure A– Window Placement and Privacy

G. Window Placement and Privacy. To ensure privacy, windows shall be positioned so that it is not in line or directly face a window on an adjacent structure, as shown in Figure A.

H. Antennae. Notwithstanding the restrictions of 19.316.030, radio, television, microwave antennae, and similar equipment shall be subject to the following regulations:

1. Ground-mounted antennae which are incidental or accessory uses are permitted to a height of 60 feet, unless permitted higher by a conditional use permit.
2. Roof-mounted antennae, which shall include dishes to a maximum of 24 inches in diameter, may be used but may not be more than 25 feet higher than the highest point of the building to which they are attached, excluding chimneys and like projections, unless permitted higher by the issuance of a conditional use permit.
3. Any antenna that is primary to the use shall be subject to the height limit established under a conditional use permit.

I. Flagpoles. Flag poles shall be permitted within front, side, or rear yards provided they are setback a minimum of five (5) feet from property line and shall be limited to no more than thirty (30) feet in height subject to issuance of a building permit.

J. Balconies. Balconies, where permitted, shall be screened. Screening may include side or rear yard landscaping or decorative lattices made of durable materials such as brick, treated wood, metal, etc. Balconies shall not exceed 15 ft in height above grade with a minimum 7 ft. headroom clearance from the finished floor grade. Balconies may have 100% ceiling coverage. Second floor balconies shall not be positioned along any side or rear elevation within 20 feet of the adjacent property line.

K. Other Structures. Any free-standing structure, not specifically referenced in this Title shall be limited to no more than eight (8) feet in height and may not be located within the front, side, or rear yard setback area.

19.316.060 Space between Buildings.

A. In single-family residential zones, the minimum distance between buildings located on the same lot shall be six (6) feet, or the buildings shall be attached as one structure with a minimum ten (10) foot common wall or roofline. The six (6) foot distance shall be measured from the closet points of the building walls or structure walls.

B. Permitted Building Projections. The following building features may project a maximum 2.5 feet into the minimum required space between buildings;

1. Cantilevered eaves, awnings, and shading devices.
2. Architectural features—sills, cornices, buttresses, etc.
3. Chimneys and fireplaces, with a maximum 8-foot length.

4. Mechanical equipment cantilevered from building.

19.316.070 Residential Building Floor Area.

The minimum floor area of each dwelling unit shall be as indicted in the table below. Attic and basement space, where the headroom is less than six and one-half feet, and garages and accessory buildings shall not be included as part of the required dwelling unit floor area.

Zone	Minimum Floor Area
RS-16	2,200 sq. ft.
RS-10	2,200 sq. ft.
RS-8	1,800 sq. ft.
RS-6	1,100 sq. ft.

19.316.080 Non-Habitable Accessory Structures.

For the purpose of this section, accessory structures shall include those detached structures designed and intended for permitted accessory uses within the single-family residential zones.

A. For all single-family dwellings, accessory structures shall be non-habitable with the exception of an accessory dwelling unit as a permitted use pursuant to Section 19.312.010. Examples of non-habitable accessory structures may include garages, patios, carports, storage sheds, gazebos, cabanas, pool houses, workshops, and other similar structures.

B. Notwithstanding other provisions of this Division, the floor area of all non-habitable accessory structures shall not exceed 50 percent of the habitable residential floor area of the primary dwelling or 600 square feet, whichever is less. Non-habitable accessory structures shall be approved ministerially if the site plans are in compliance with all applicable development and design standards. Non-habitable accessory structures greater than 50 percent of the habitable residential floor area or 600 square feet shall require a conditional use permit pursuant to Section 19.128.020.

C. A canopy, including support structure, may be installed within the side or rear yard setbacks in single-family residential zones if it complies with the following standards:

1. The canopy may be located within a side yard abutting a street provided it is located behind a solid block wall or fence maintaining a minimum height of five (5) feet.
2. The canopy shall be firmly attached to the ground or the primary structure.
3. The canopy shall be maintained in good condition and structurally sound, and shall be removed, cleaned, or replaced if faded, torn, tattered, dirty, or missing.
4. For the purposes of this Section, a canopy is defined as a fabric, vinyl, metal, or other durable material stretched over a supporting frame, intended to provide shelter or shade for outdoor spaces such as yards or patios.

19.316.090 Residential Garages and Carports.

For required single-family residential garages, the minimum floor area and vehicular openings shall be as shown in Table 19.316.090. Carports may be permitted only in addition to the required garage and shall not be used in place of the required garage.

Table 19.316.090 SINGLE-FAMILY RESIDENTIAL GARAGES	
Minimum Gross Floor Area	**Minimum Clear Width of Vehicular Doors or Openings**

		One Opening	Two or More Openings
RS-16 Zone	600 sq. ft.	16 ft.	8 ft. each
RS-10 Zone	600 sq. ft.	16 ft.	8 ft. each
Other zones [1] [2]	400 sq. ft.	16 ft.	8 ft. each

[1] Any new home as defined in Section 19.104.080 containing five (5) bedrooms or at least 3,000 sq. ft. of living space shall maintain a minimum 600 sq. ft. garage.
[2] For existing homes containing less than four (4) bedrooms, any addition which increases the number of bedrooms to five (5) or greater shall provide (1) additional parking space, covered or uncovered on the same property for each bedroom in excess of four (4).

19.316.100 Building Materials

A. **Façade Materials.** Primary, Secondary, and Accent materials are allowed or prohibited as illustrated in Table 19.316.100, which may be updated periodically by the Community and Economic Development Director as new or amended materials become available. Community and Economic Development Director approval is required for materials not identified in Table 19.316.100 below.

B. **Primary Building Materials.** The primary building materials listed in Table 19.316.100 are permitted to make up approximately 50% to 75% of the building design. The primary building materials include the appropriate wall surface materials and visible roofing materials. The primary building materials cover the primary/front façade, secondary/corner side façade, side façade, and rear façade of the entire building.

C. **Accent/Secondary Materials.** The accent/secondary building materials listed in Table 19.316.100 are permitted to make up approximately 5% to 35% of the building design. This includes exterior windows, decorative window treatments and balconies, decorative entries, etc.

D. **Chimneys**. Chimneys shall either be painted the same color as the exterior wall or constructed with the same materials present on other accents or elements of the façade.

E. Single-family subdivisions with two (2) or three (3) units shall provide a minimum of two (2) color schemes. Single-family subdivisions with more than three (3) residential structures shall provide a minimum of three (3) color schemes and shall not use a single-color scheme on more than 40% of the residential structures. Structures shall incorporate a color scheme that contains a maximum of four (4) distinct colors per building. A color scheme is defined as (body one and/or body two, trim, and a contrasting accent color).

F. Building materials and colors shall be in compliance with the Architectural Styles provided in Section 19.316.110.

G. This Section does not pertain to developments located within HIO Zones. The HIO's are subject to separate objective design criteria.

Table 19.316.100 RESIDENTIAL MATERIAL LIST	
Material	**Maximum Usage % of Façade Area** [3]
Permitted as Primary Building Materials	
Brick (full dimensional)	75%
Stone/masonry	75%
Stucco/Cement Plaster	75%
Finished wood, engineered wood	75%
Fiber reinforced cement siding and panels	75%
Vinyl siding	50%
Glass (transparent, spandrel)	50%
Exterior Insulation Finishing System (EIFS)	50%
Permitted as Accent/Secondary Materials	
Concrete (poured in place or precast) (hardscape)	35%
Concrete blocks with integral color (ground, polished, or glazed finishes)	35%
Concrete blocks with integral color (split face finish)	35%
Ceramic tile	35%
Brick/Stone (veneer/thin brick)	35%
Standing seam metal	35%
Vegetated wall panels or trellises	35%
Wrought Iron	10%
Three-Dimensional Glass	5%
Roofing Materials	
Asphalt/Metal shingles	100%
Clay/Stone tiles	100%
Slate tiles	100%
Concrete tile	100%
Prohibited Building and Roof Materials [1] [2]	
Corrugated sheet metal	Not Permitted
Galvanized metal	Not Permitted
Interlocking metal	Not Permitted
T-111 Plywood	Not Permitted
Wood shingles	Not Permitted
Rolled/flat roof [4]	Not Permitted

[1] No building shall have a metallic exterior surface such as, but not limited to, galvanized, corrugated or interlocking metal sheets, unless the use of such metallic surface material is approved under the site plan review procedure (Section 19.128.040) for the purpose of enhancing the architectural quality of the building while preserving architectural harmony and compatibility with the surrounding area.

[2] The following structures shall be exempt from the provisions of this section:

- Storage sheds not visible from a public street as an accessory structure to a single-family dwelling which do not require building permits;
- Storage containers as a permitted temporary use which do not require building permits.
- Patio structures that are not visible from a public street.

[3] The Community and Economic Development Director is authorized to allow deviations of up to 10%.

[4] Flat roof design is permitted if consistent with Spanish Colonial or Modern style architecture.

19.316.110 Architectural Styles

The Architectural Styles for new development apply to all new construction pursuant to this Division, except those areas within the boundary of an existing Specific Plan. The Architectural Styles Objective Design Standards identifies six (6) preferred architectural styles, as indicated below. Architectural design elements and materials shall be consistent throughout the project, recognizing that a building is three-dimensional and must be well-designed on all sides. Detailing, choice of materials, and window and door choices shall reinforce the overall project design. Alternative styles may be submitted to review by the Community and Economic Development Department, although discretionary approval may be required by the Planning Commission or Zoning Administrator.

A. Spanish Colonial Revival. The Spanish Colonial Revival architectural style draws inspiration from Spanish, Mediterranean, and early Californian influences, and it originated during the late 19th and early 20th centuries. Typically, buildings with this style exhibit an asymmetrical design. They are characterized by low-pitched roofs with minimal or no overhang, adorned with serpentine roof tiles. This style often incorporates wood framing and is covered with light-colored stucco siding. The use of arches is prevalent, particularly above doors, porch entries, and main windows.

B. Craftsman. The Craftsman architectural style originated in the early 20th century as part of the Arts and Crafts movement. Notable design features include exposed rafters and beams beneath the eaves, decorative brackets and fasteners, full or partial-width porches, and prominent columns or piers. While the Craftsman style emphasizes a horizontal emphasis, vertical architectural elements are often incorporated to highlight corners and entrances. Traditional Craftsman homes typically showcased exterior cladding made of wood shingles or clapboard siding, along with details such as extended lintels and decorative lighting with geometric patterns.

C. Farmhouse. The Farmhouse architectural style is an expression of rural residential designs and materials, with the Contemporary Farmhouse style specifically reflecting the agricultural history and commercial structures found in Southern California. This style incorporates playful elements, such as shed roofs, vibrant color blocking, and contemporary interpretations of traditional farm structures like barns and silos. The roofs of Farmhouse-style buildings are typically medium to high-pitched, and the overall detailing is kept simple.

D. Tuscan. The Tuscan architectural style blends modern and classic elements, incorporating both Spanish Revival and Italian influences. This style draws inspiration from Mediterranean variants found in California, showcasing rustic elements. Key characteristics include the use of stone and stucco, light earthy tones, and red tiled roofs. Classical elements like columns, arches, and decorative ironwork add visual interest and complexity. Squared towers and projections reflect classic Italianate influences. Porches and porticoes are commonly featured, as well as vertically oriented recessed windows.

E. Modern. The Modern architectural style draws inspiration from utilitarian design principles, featuring block forms, contrasting colors, and eclectic combinations of materials in contemporary compositions. This style embodies a minimalist and clean aesthetic. It utilizes simple rectangular shapes and forms, integrating them within horizontal and vertical planes to create dynamic lines. Flat roofs are commonly used to reinforce the rectangular shapes while also providing opportunities for outdoor deck areas. Accents in the Modern style are understated and unpretentious, often taking the form of trellis elements.

F. American Traditional. The American Traditional architectural style is a fusion of various traditional American styles such as Cottage, Cape Cod, and Farmhouse. It is characterized by simplicity and classic design elements, including rectangular forms, spacious front porches, decorative shutters, dormers, and wood siding. This style represents a traditional interpretation of rural farmhouses. The color palette used in American Traditional homes is typically subtle, with shades of white or gray for the main body of the house, while light or dark shutters provide contrasting accents.

19.316.120 Home Expansions and Additions

A. General Requirements.

1. All existing non-conformities pursuant to Chapter 19.204 shall be brought to conformance prior to the issuance of a building permit.
2. Interior access to all parts of the home shall be maintained at all times. No sections of the home shall be partitioned off and provided solely with exterior access without first obtaining approval for either an accessory dwelling unit or guesthouse.
3. No secondary kitchen or other cooking facilities shall be provided without first obtaining an accessory dwelling unit approval.
4. All on-site landscaping, including the front yard and parkway areas which are damaged during construction, shall be replaced upon completion of construction, as necessary, prior to final building permits. All landscaping including the parkway shall be maintained in a healthy, green, pruned, growing condition.
5. Any home addition that increases the number of bedrooms in excess of four (4), shall provide additional parking in compliance with Section 19.316.090.
6. All new construction, additions, alterations, and repairs shall be consistent with the Objective Design and Development Standards set forth in this Division.

B. Single-Family Residential Additions.

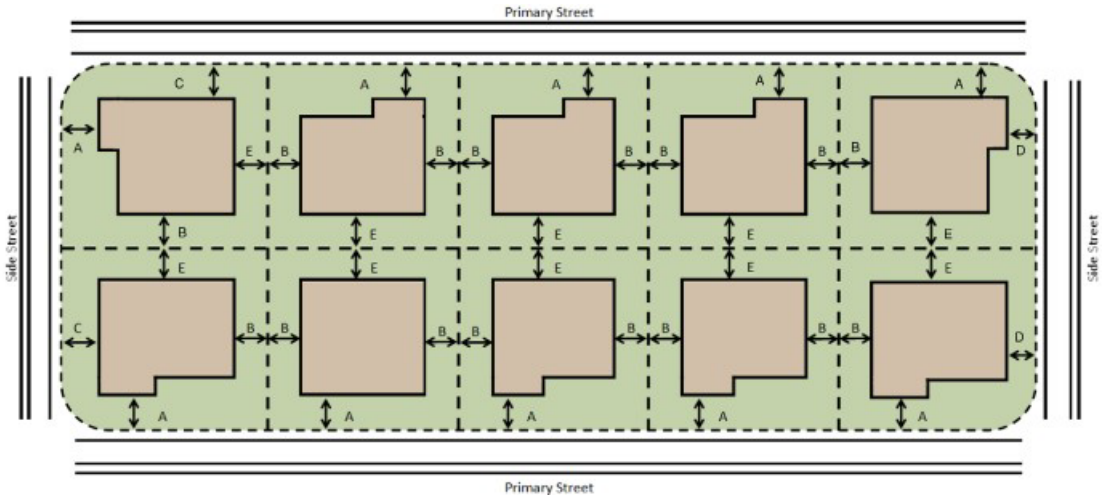
1. Roofs of new additions shall match the existing roof in style, pitch, and be of unified material. In cases where the existing home has more than one roof style or pitch, the predominant style and pitch of the existing home shall be matched for the proposed addition.
2. Enhanced elevations to include superior finishes, materials, and colors are essential to streetscape appearance and neighborhood compatibility.
    i. For single-story additions to single-family homes, enhancements shall be included on the street facing building elevation(s).
    ii. For single-family home additions that include a new or expanded second story, enhancements shall be included on all second-story elevations. The street facing elevation(s) shall include both first and second story enhancements. The side and rear elevations shall include at least second story enhancements.
    iii. Enhancements may include stone, brick, siding, banding, window trim, decorative shutters, projections, offsets, and other equivalent decorative features.
3. Balconies shall comply with Section 19.316.050.J
4. Windows and doors shall include decorative treatment such as raised stucco or wood trim or equivalent enhancement. Windows located on the same elevation shall be consistent in design, style, method of operation and material. Second story windows and glass doors shall be located to promote privacy between properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass, or other methods as approved by the Community and Economic Development Director.
5. Landscaping (trees and shrubs) of sufficient size and quantities shall be installed to provide screening and to protect privacy of adjacent properties.

Chapter 19.320 Development Standards – Yards and Related Encroachments

19.320.010 Setbacks.

The following minimum setback requirements apply to residential development within the RS zones.

Yard	Minimum Setbacks
Front Yard Setbacks *(Front yard setback is measured from the primary street lot line to the closest exterior wall of a building's façade)*	
Front Yard **(A)**	The minimum required front yard setback shall be 20 feet.
Side Yard Setbacks *(Side street setback is measured from the side street lot line to the closest exterior wall of a building's façade)* *(Side yard setback is measured from the side yard lot line to the closest exterior wall of a building's façade)*	
RS-6 and RS-8 Zones – Side Yard	
Side Yard not abutting a street **(B)**	5 feet
Side Yard abutting a street for a Reversed Corner Lot **(C)**	10 feet [(1)]
Side Yard abutting a street for other Corner Lots **(D)**	10 feet
Accessory Structures less than or equal to 120 sq. ft.	May be located up to the rear or side property line behind a solid wall or fence, not less than 6 feet in height. If located less than 3 feet from an interior lot line, shall have no wall openings facing the adjoining property and no drainage onto the adjoining property.
Accessory Structures greater than 120 sq. ft.	Shall be located at least five (5) feet from the rear or interior side property line, and at least ten (10) feet from the street side property line.
RS-10 and RS-16 Zones – Side Yards.	
Side Yard not abutting a street **(B)**	10 feet
Side Yard abutting a street for a Reversed Corner Lot **(C)**	15 feet [(1)]
Side Yard abutting a street for other Corner Lots **(D)**	15 feet
Accessory Structures less than or equal to 120 sq. ft.	May be located up to the rear or side property line behind a solid wall or fence, not less than 6 feet in height. If located less than 3 feet from an interior lot line, shall have no wall openings facing the adjoining property and no drainage onto the adjoining property.
Accessory Structures greater than 120 sq. ft.	Shall be located at least ten (10) feet from the rear or interior side property line, and at least fifteen (15) feet from the street side property line.
Rear Yard Setbacks *(Rear yard setback is measured from the rear yard lot line to the closest exterior wall of a building's façade)*	
Rear Yard **(E)**	25 feet [(2)]
[(1)] A Reversed Corner Lot is defined pursuant to Section 19.104.080. [(2)] Rear yard setbacks may be decreased by to (5) feet if at least 70% of the rear twenty-five (25) feet of the lot remains open and uncovered.	


Primary Street
Side Street
Side Street
Primary Street

19.320.020 Encroachments and Projections.

A. In all RS zones, encroachments are permitted within the minimum required setbacks, as indicated in Table 19.320.020.

Table 19.320.020
PERMITTED ENCROACHMENTS IN MINIMUM REQUIRED SETBACKS – ALL RS ZONES

Type of Encroachment	Front Yard	Side Yard			Rear Yard	
		Not Along a Street (interior lot line)	Along a Street		Not Along a Street (interior lot line)	Along a Street or Alley
			Reversed Corner Lot	Other Corner Lot		
Walkways and driveways.	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
All Vehicle Parking and Storage	See Section 19.336.040	See Section 19.336.040	See Section 19.336.040	See Section 19.336.040	See Section 19.336.040	See Section 19.336.040
Real estate signs.	Permitted	Not Permitted	Permitted	Permitted	Not Permitted	Permitted
Fences, walls, and hedges (subject to Chapter 19.328).	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Mechanical equipment: freestanding with 5 ft. maximum height, subject to screening requirements.	Not Permitted	Permitted	Permitted, only where a screening fence is permitted.	Permitted	Permitted	Permitted, only where a screening fence is permitted.
Other above-ground utilities (e.g., transformer boxes, pedestal terminals, etc.) subject to screening requirements.	Permitted (in approved easements)	Permitted (in approved easements)	Permitted (in approved easements)	Permitted (in approved easements)	Permitted (in approved easements)	Permitted (in approved easements)
Swimming and therapeutic pools, including above-ground installations and subject to fencing requirements.	Not Permitted	Permitted, with 5 ft. min. setback	Permitted, with 10 ft. min. setback	Permitted, with 5 ft. min. setback	Permitted, with 5 ft. min. setback	Permitted, with 5 ft. min. setback
Decorative pool, with max. 18-inch depth.	Not Permitted	Permitted	Not Permitted	Permitted	Permitted	Permitted
Trash areas and other permitted outdoor storage.	Not Permitted	Permitted, if screened from public view.	Permitted, if screened from public view.	Permitted, if screened from public view.	Permitted, if screened from public view.	Permitted, if screened from public view.
Play equipment, play structure,	Not Permitted	Permitted	Not Permitted	Permitted	Permitted	Permitted

playhouse, etc. – If Building Permit is required.						
Patio Covers, Gazebos, and Cabanas	Not Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
BBQ Islands, Firepits, and Detached Fireplaces	Not Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Fountains	Permitted	Not Permitted	Permitted	Permitted	Permitted	Permitted
EV Charging Stations	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted

B. Certain building projections are permitted into the minimum required setbacks as indicated below.

1. A projection of not more than 2.5 feet is permitted into the front, side, and rear yard setback for the following architectural features:
- i. Cantilevered eaves
- ii. Awnings or shading devices
- iii. Sills, Cornices, Buttresses
- iv. Chimneys and Fireplaces with a maximum 8-foot length along the wall
- v. Cantilevered mechanical equipment (subject to screening requirements in Section 19.340.020)

2. A projection of not more than 6 feet is permitted into the front yard and reversed corner side yard setback for the following features:
- i. Patio slabs
- ii. Decks
- iii. Stoops
- iv. Planters or similar features

3. The maximum height of the features referenced in Subsection 2 shall be 24-inches, except railings may extend 3.5 feet above deck or tread. Railing must be open-type as required by Chapter 19.328.

4. The features referenced in Subsection 2 shall also be permitted to encroach into the interior side or rear yard setback as well as into other corner side yards if located behind fences or walls as specified in Chapter 19.328.

19.320.030 Pedestrian Access to Dwelling.

A. For every single-family dwelling, a minimum three (3) foot and maximum five (5) foot wide pedestrian walkway, other than the driveway, shall provide direct access from the sidewalk to the main entry.

19.320.040 Future Rights-of-Way.

A. This section is applicable only where a portion of a lot is within an area planned to be part of a future street, alley, or other public right-of-way as determined from an officially adopted plan, and the acquisition of such portion would not reduce the buildable lot width to less than forty (40) feet.

B. All required setbacks, yards, and open areas shall be provided in addition to the future right-of-way areas, and the future right-of-way lines shall be considered to be lot lines for purposes of measuring such other setbacks, yards, and open areas.

C. Permitted Encroachments. The following encroachments are permitted within the future rights-of-way area:

1. Utility-owned pole lines within approved easements.
2. Access walkways and driveways.
3. Uncovered parking—to the same extent as permitted in adjoining front, side, or rear yard.
4. Storage (vehicles for over 24 hours, trash areas, other permitted outdoor storage)—to the same extent as permitted in adjoining side or rear yard.
5. Recreation facilities which are subject to building permit (play equipment, play structure, playhouse, etc.)—to the same extent as permitted in adjoining side or rear yard.
6. Real estate signs.
7. Fences, walls, hedges, and berms—to the same extent as permitted in adjoining front, side, or rear yard.
8. Landscaping, other than hedges.

19.320.050 Right-of-Way Improvements

The purpose of this section is to establish requirements for right-of-way improvements for all RS zoned parcels within the City of Buena Park on which property improvements are made. "Right-of-way improvements" shall include curbs, gutters, sidewalks, street pave outs, driveway approaches, handicap ramps, water lines and appurtenances, sewer lines and appurtenances, storm drainage facilities, property dedications of right-of-way, streetlights, pavement markings, signs, and street trees.

19.320.060 Street Dedication and Improvement.

No building permit shall be issued until the following requirements are met:

A. All streets, alleys, and other public rights-of-way shown on plans approved by the City Council and which abut the subject property shall be dedicated to the planned right-of-way line or a deed of dedication deposited in escrow with an escrow agent acceptable to the City Attorney, the delivery of which is conditioned upon the required permit being granted.

B. All improvements of streets, alleys, and other public rights-of-way which abut the subject property and are required in order to conform to improvement standards approved by the City Council shall be installed, or a performance bond, in a reasonable amount to be determined by the City Engineer, with sureties to be approved by the City Attorney, shall be filed with the City Clerk, or cash in a like amount shall be deposited with the Finance Director, to be placed in a trust fund.

C. Required Improvements. Any construction of a new primary dwelling unit or expansion of 50% or more of the existing floor area of a primary dwelling unit, shall be required to provide the following right-of-way improvements as are deemed necessary and applicable by the Director of Public Works:

1. Sidewalk and Parkway. Construction or repair of a sidewalk and parkway along the project frontage. The sidewalk shall have a minimum clear width of five (5) feet with a parkway, or six (6) feet if the sidewalk adjoins the curb.
2. Curb and Gutter. Construction or repair of curbs and gutters adjoining the site. All unused curb cuts shall be replaced with a full-height curb and gutter.
3. Street Trees. As required by Subsection 18.24.190 of the Municipal Code.
4. Bicycle Trail. As required by Subsection 18.64.020. Construction of bicycle trail as required by the "Fourth District Bikeways Strategy" adopted by the Orange County Transportation.

D. **Encroachment Permit Required.** Except as otherwise provided in this Section, it is unlawful for any person to encroach or make or cause to be made any encroachment in the public right-of-way or on property subject to a public utility easement, or other easement available for use by public utilities, without first obtaining an encroachment permit from the Public Works Department.

1. Encroachment permits for right-of-way improvements shall be obtained prior to the issuance of a building permit and prior to any work being done within the right-of-way.
2. Street improvement plans for all work in the public right-of-way shall be prepared by a licensed civil engineer, whose signed engineer's stamp shall appear on the plans. Final construction plans and specifications shall be approved by the City Engineer, and released for construction, prior to the issuance of the encroachment permit.

E. **Parkways.** A parkway (i.e., planting strip or tree buffer) is a portion of the street right-of-way lying between the curb and sidewalk.

1. Any objects placed in the parkway (e.g. rocks, benches, etc.) shall not present a hazard or public nuisance and shall not block a clear line of sight across the parkway.

Chapter 19.324 Development Standards—Outdoor Improvements

19.324.010 Trash Storage Facilities.

A. All refuse shall be stored within trash containers which meet City standards. Except when temporarily placed for pickup, all such containers shall be located or screened so as not to be in public view.

B. Except for a temporary use, any non-residential use in the residential zones shall comply with the trash storage requirements for commercial uses under Division 5.

19.324.020 Outdoor Storage and Display.

A. Outdoor Storage. Outdoor storage of materials, equipment or other items is permitted, subject to all other limitations of this ordinance and other laws. Outdoor storage shall not be located in any required parking area or accessway, in any front yard, in any area required to be landscaped, or in any area where a six (6) foot high fence is not permitted. Outdoor storage shall be stored within a detached accessory structure, such as a shed or similar structure.

B. Outdoor Display. Temporary outdoor displays are permitted when authorized as part of a special events sale under Title 19, Division 10, or as part of a yard sale authorized under Section 19.348.040.

19.324.030 Firepits, Detached Fireplaces, and Fountains.

A. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum setback of twenty (20) feet from the front property line or five (5) feet from any other property line. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum of five (5) feet from any dwelling or accessory structure on a lot.

B. Detached fireplaces are permitted within the side yard and rear yard setback. Detached fireplaces located within the side and rear yard areas shall not be greater than eight (8) feet in width. Residential detached fireplace/chimneys shall have a maximum height of 7.5 feet within the side yard and ten (10) feet within the rear yard. Any outdoor detached fireplace shall maintain a minimum setback of five (5) feet from any side or rear yard property line.

C. Fountains may be located within the front, street side, and/or rear yard setback. Fountains located within the required twenty (20) feet front yard setback, or ten (10) or fifteen (15) foot street side setback shall be at least six (6) feet from the property line and shall not exceed seven (7) feet in height. Fountains located within the required twenty-five (25) feet rear yard setback shall be at least five (5) feet from the property line and shall not exceed ten (10) feet in height. All fountains shall not exceed ten (10) square feet.

19.324.040 Patio Covers, Gazebos, and Cabanas.

A. The construction of patio covers, gazebos, and cabanas shall comply with the following standards:

1. These structures may be erected within the required side yard or rear yard provided that the clear space between the structure and the property line shall not be less than four (4) feet on the side and five (5) feet in the rear.
2. If located within a required side yard or rear yard setback, the height of the structure shall not exceed ten (10) feet from finished grade.
3. Gazebos or Cabanas shall not be enclosed by solid materials including transparent or opaque.

19.324.050 Swimming Pools and Spas.

Pool and Spa enclosures shall be compliant with CBC Chapter 31 Section 3119B, the California Residential Code (CRC) Appendix AX, The California Health and Safety Code (HCS) Article 2.5 (Sections 115920-115929) “The Swimming Pool Safety Act” and this Code.

Chapter 19.328 Development Standards—Fences, Walls, Hedges, and Berms

19.328.010 General Requirements.

A. **Required Permits and Approvals**. No fence shall be constructed within any single-family residential zoning district until the plans and design for such fence have been approved by the Planning Director pursuant to the zoning compliance review procedure (Section 19.128.090).

1. **Building Permit.** Fences and walls may require a building permit as required by the California Building Code. Fences over 6 feet in height and block walls will require a building permit with the exception of the following: block or retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

B. All fences, whether required or not, shall be located and limited in accordance with provisions of this Division.

C. Fences are required under various provisions of this Division and other laws, including, but not limited to, the screening and protection of parking areas, storage areas, swimming and therapeutic pools, and utility facilities.

D. Such required fences together with the facilities and activities required to be enclosed shall be located so as not to conflict with open space and yard setback requirements.

E. **Conflict with State Law.** In the case of fencing requirements pursuant to state law which unavoidably conflict with the requirements of this Division, the State requirements shall prevail.

19.328.020 Fence Height and Locations.

A. Each fence, wall, or screen shall comply with the height limits and locations shown in Table 19.328.020.

B. Fence height shall be measured as the vertical distance between the finished grade at the base of the fence and the top edge of the fence material. Grade shall not be modified in order to increase fence height.

Table 19.328.020
Maximum Height of Fences, Walls, and Screening in Required Yard Area

Location of Fence/Wall/Screen [2]	Maximum Height	Design Standard
Located anywhere on a lot	2 feet	Solid Fencing
Located anywhere on a lot	4 feet plus an additional 6-inches for decorative elements on top of pilasters	Upper 2 feet shall be non-view-obscuring, such as wrought iron, split-rail, or picket fencing. [1]
Front Yard – with a minimum setback of 20-feet from the front property line	6-feet	
Standard Corner Lot – Side Yard adjacent to the street within the 10-foot setback area	7 feet [3]	
Reversed Corner Lot – Side Yard adjacent to a street with a minimum setback of 10 feet from the property line	7 feet [3]	
Interior Side Yard and Rear Yards	7 feet	
[1] Non-view obscuring shall mean a design which does not obscure sight through more than 25 percent of the area in the vertical plane.		

(2) Except as restricted above, the maximum height of any fence in residential zones shall be 7 feet, except where a greater height is required for noise reduction as determined by an acoustic analysis.
(3) Fences within required vision clearance areas adjacent to driveways or alleys intersecting with public streets must not obscure sight through more than 25 percent of the area in the vertical plane between 2 feet and 7 feet in height.

19.328.030 Fence Materials and Design.

A. All fences in each RS zone, whether required or not, shall:

1. Utilize no salvaged materials unless reconditioned or refinished to the satisfaction of the Community and Economic Development Director;
2. Be suitably finished on both sides unless the applicant prefers the lesser finish facing their property, such as stringers on interior for security purposes and stucco versus non-stucco finish;
3. Shall be architecturally compatible with the primary structure and include matching paint, finish, and trim cap of the building.
4. All fences shall be maintained in good repair and appearance.
5. Unfinished wood or metal are not permitted.

B. Vision Clearance Area. Any fence within a required vision clearance area adjacent to any driveway or alley where it intersects with a public street. The design of such fence shall provide a minimum of 4 inches of spacing between the vertical or horizontal elements between 2 feet and 7 feet in height.

C. Any masonry wall shall be of a minimum 6-inch-wide block construction. In addition, the wall shall be of ornamental masonry in earth tone colors compatible with the structures on the property. Standard grey or pink block shall not be considered as ornamental masonry and may not be used except to match existing adjacent walls.

D. Prohibited Materials. The following fence materials are prohibited in each RS zone unless approved by the designated approval authority for security needs or required by the City, State, federal law, regulation, or as specified below.

1. Chain link fencing
2. Barbed wire or electrified fencing
3. Razor or concertina wire in conjunction with a fence or wall, or by itself.

19.328.040 Double Fences.

A. Any parallel fences constructed with less than three (3) feet separation shall be considered double fences. It is the intent of the City to discourage double fences whenever possible in order to avoid areas in which children and animals may become lodged, areas which may encourage rodent infestation, and areas which may accumulate litter, debris, and weeds.

B. In instances where double fences are unavoidable, the gap between the fences shall be completely sealed with flashing, cement cap, or other material in a manner acceptable to the Planning and Building Divisions.

C. Where a new fence is required along a property line and an existing fence or wall is located on the opposite side of the property line, the Director of Community and Economic Development may suspend the requirement for the new fence provided that the existing fence can substantially satisfy all requirements of this Division and/or any conditions of an approval. Such suspension shall become null and void once the adjacent wall or fence is removed or found unacceptable by the Director and the requirement for the new fence shall be complied with at such time.

Chapter 19.332 Development Standards—Landscaping

19.332.010 Landscape Provisions for Residential Uses.

A. For residential uses in the RS zones, all required yards which abut streets shall be permanently landscaped except for any portion of such yards occupied by permitted encroachments or located behind solid fences or walls at least six (6) feet high.

B. For all single-family residential uses, a minimum of fifty (50) percent of each required yard abutting a street shall be permanently maintained with landscaping. The requirement of this section shall not preclude the provision of access walkways and driveways provided that the proposed hardscape does not exceed fifty (50) percent of the area and which meets other minimum requirements of this Division.

C. All landscape installation or rehabilitation shall meet the requirements of the City's Water Efficient Landscape Ordinance to ensure that the design, installation, and maintenance of landscaping conserves water.

D. Artificial turf may be permissible in lieu of natural turf within the front, side, and rear yards, and yards adjacent to a public street. Installation of artificial turf shall require an Artificial Turf Permit. Installation of artificial turf shall comply with the following criteria:

1. **Artificial Turf Permit Requirements:**
    i. If artificial turf is proposed to be located in the parkway, the Applicant shall contact the Public Works Department, as separate approval is required.
    ii. If artificial turf is proposed to be located in the front, side, or rear yard abutting a street, the Property Owner shall fill out an application for an Artificial Turf Permit and shall complete a Certification of Artificial Turf Installation completed by a licensed professional, along with a minimum 8-year "no fade" warranty.
    iii. Installation shall be performed by a licensed professional and shall be installed pursuant to manufacturer's requirements.
    iv. Artificial turf shall be maintained in a green fadeless condition and shall be maintained free of stains, weeds, debris, tears, holes, and impressions.
    v. Artificial turf shall be separated from flower beds by a concrete mow strip, bender board, or other barrier acceptable to the City to prevent intrusion of living plant material into the artificial turf.
    vi. A minimum of twenty (20) percent of the landscaped area shall contain living plant material (i.e. flower beds, tree wells, etc.) and shall be included within the overall landscape design when installing artificial turf. Living plant material shall include shrubs, vines, trees, and ground covers.
    vii. All areas not occupied by structures or approved pavement shall be landscaped. Landscaped areas shall consist of plantings, lawn/turf, mulch, or bark. Artificial turf may be used if its substrate is permeable.

E. **Tree Removal Regulations.** No person shall damage, remove, cause to be damaged, or removed, any tree on a single-family residential property in the City without first obtaining approval from the Community and Economic Development Director.

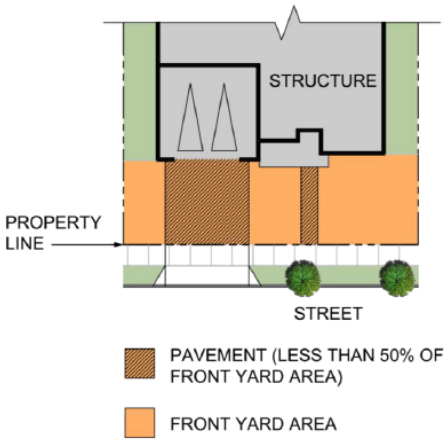
1. The Community and Economic Development Director may approve the removal or relocation of a tree, at no cost to the City, if the tree is:
    i. To be relocated on the same property
    ii. Posing an immediate threat to health, safety, or property
    iii. Dead, diseased, and/or in severe decline as determined by an ISA Certified Arborist
    iv. Damaging public property creating a public safety hazard
    v. Damaging improvements on private property
    vi. Interfering with public utilities
    vii. Removed to preserve the health of an urban grove
    viii. A non-native tree and is to be replaced by a healthy native tree

F. Landscaped areas shall be kept in a neat and clean condition, free of debris and dead, diseased, or dying vegetation, and broken or defective decorative elements of the landscaped area. Vegetation in landscaped areas shall be mowed, groomed, trimmed, pruned, and watered as to keep the same in a healthy, growing condition. Irrigation systems shall be kept in good working condition and repair so as to prevent leaks, or create public health hazards.

G. New Construction shall plant a minimum of one (1) tree along each street frontage. Trees shall be a minimum size of 15-gallons at the time of planting.

H. Pavement or hardscape shall not exceed fifty (50) percent of a front yard. See Figure B.

Figure B. Pavement/Hardscape Requirement



19.332.020 Landscape Provisions for Non-residential Uses.

A. For non-residential uses permitted in the RS zones, all portions of a developed site not occupied by other permitted facilities shall be permanently landscaped in accordance with this Division and with the landscape and irrigation requirements of Chapter 19.532, Division 5 for commercial uses.

B. **Buffer Fence and Landscaping Abutting RS-zoned Property.** For any permitted non-residential use in the RS zones with parking located adjacent to residentially zoned property, a block wall or solid fence with a minimum six (6) foot height and a minimum five (5) foot wide planter shall be provided along the property line as a buffer.

Chapter 19.336 Development Standards—Vehicular Provisions

19.336.010 Vehicular Provisions for Non-residential Uses.

With the exception of required setbacks (see Section 19.320.010) and the landscape buffer requirement of Section 19.332.020, the vehicular provisions of Chapter 19.536, Division 5 for commercial uses shall apply for any permitted non-residential use in the RS zones.

19.336.020 Vision Clearance.

A. Vision clearance areas shall be provided as follows:

1. On any corner lot: a triangular area at the street intersection measuring fifteen (15) feet along each street property line (or the projections thereof parallel to the centerlines of the streets) from the point of intersection of such property lines (or the projections thereof);

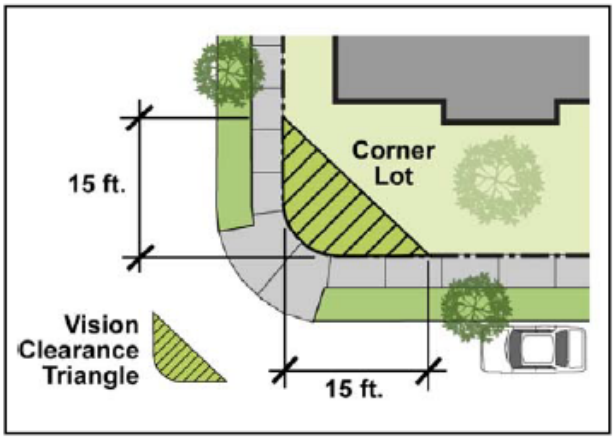


Figure C. Corner Lot Vision Clearance

2. At the intersection of an alley with a street, or at the intersection of two (2) alleys, or at an angle point where the alignment of an alley changes by sixty (60) degrees or more: a triangular area measuring fifteen (15) feet along each street or alley property line from the point of intersection of the property lines;

3. At any driveway entrance from or exit to a street: triangular areas on each side of the driveway measuring fifteen (15) feet along the street property line and fifteen (15) feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line.

B. Within a required vision clearance area, there shall be no obstruction to sight between two (2) feet and seven (7) feet above the established street grade with any fence, tree, shrub, or other obstruction. Where the vision clearance area for an existing driveway falls on adjacent property, no additional obstruction in the two-foot to seven-foot height range shall be placed in the vision clearance area except a fence which meets the fence design criteria for vision clearance areas under Section 19.328.030. Where existing obstructions exist on adjacent property in the two-foot to seven-foot height range, any new driveway constructed on the subject property shall be located so as to not have any such obstructions in its vision clearance areas.

C. Permitted Encroachments. The following encroachments are permitted within the minimum required vision clearance area:

1. Utility-owned pole lines within approved easements.

2. Access walkways.

3. Fences, walls, hedges, and berms, subject to the design criteria under Section 19.328.030.

4. Landscaping, such as trees, vines, shrubs, and/or ornamental grasses, not exceeding two (2) feet high. Landscaping height may be adjusted to four (4) feet in height provided that it does not act as a privacy screen by spacing less dense trees and shrubs a minimum of five (5) feet apart.

19.336.030 Residential Driveway Standards.

A. In case of any conflict between the requirements of this section and any safety requirements pursuant to the Fire Code, the Fire Code requirements shall prevail.

B. All garage, carport, parking area, or other off-street vehicular area shall be connected to one (1) or more public streets or alleys by one (1) or more driveways meeting the standards set forth in this section.

C. Driveway Width.

1. The minimum driveway width in all RS zones shall be ten (10) feet.

2. The maximum driveway width in all RS zones shall not be wider than 20-feet, unless the number of bedrooms exceeds four (4), in which case the maximum driveway width shall be 30-feet.

   i. If more parking spaces are required pursuant to 19.336.040, additional parking spaces may be provided in the side or rear yards.

   ii. When a garage is located in the rear yard, whether attached or detached, the maximum permitted driveway width within the front yard setback area shall be no more than twelve (12) feet.

3. Where the driveway approach width at the street property line required by the City Engineer pursuant to Title 12 is different from the driveway width required by this section, a variable width transition segment outside the street right-of-way shall be provided to provide a smooth connection.

4. Vehicle parking in the front yard area of any residentially zoned lot is prohibited, with the exception of parking on a paved driveway.

D. Vehicle Storage in Single-Family Zones.

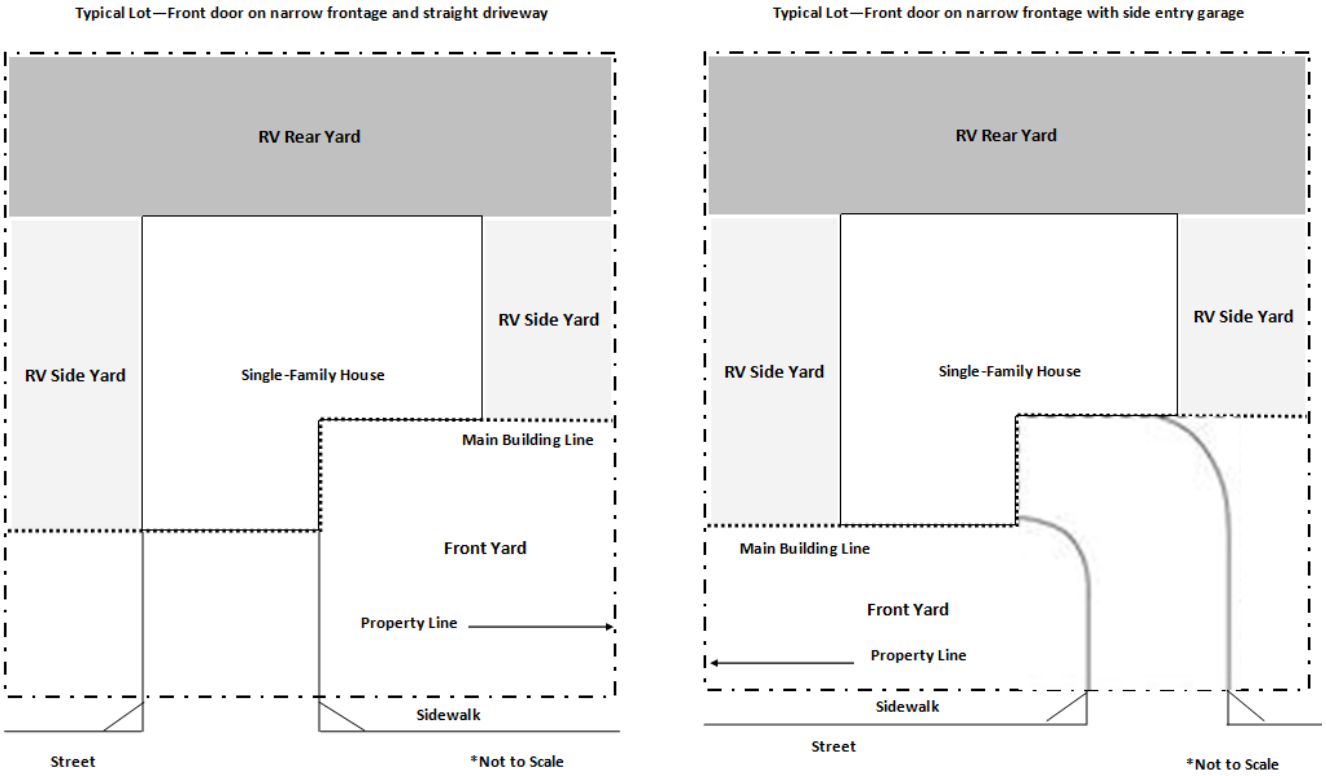
1. **Vehicle Parking.** Refer to Section 19.1108.050 (Motor Vehicle Parking) for additional requirements.

2. **Recreational Vehicle, Boat, and Trailer Parking.**
   a. Purpose. The purpose of these regulations is to establish standards for the parking and storage of recreational vehicles, boats, truck camper, and trailers as an accessory use in residential zones in order to protect the integrity, value, and character of residential neighborhoods along with public health and safety.

3. **Definitions.**

   a. Recreational vehicle or "RV" means both motorized and non-motorized vehicles that combine transportation and temporary living quarters for travel, recreation, or camping. Does not include mobile homes or off-road vehicles.
   b. "Motorized recreational vehicle" means a motorhome built on a truck, bus, or van chassis.
   c. "Non-motorized recreational vehicle" means a towable recreational vehicle, combining transportation and temporary living quarters for travel, recreation, or camping, that can be unhitched. Examples include, but are not limited to, conventional travel trailer, fifth-wheel travel trailers, travel trailers with expandable ends, folding camping trailers, and sport utility trailers. Boats, horse trailers, utility trailers for storing recreational vehicles, equipment, and all-terrain vehicles (ATVs), motorcycles or personal watercraft stored on trailers utilized for recreational purposes are also considered as non-motorized recreational vehicles. Pickup camper shells that have been removed from the vehicle and stored are considered non-motorized recreational vehicles.

4. **Exclusions.** Van campers and truck campers are excluded from the recreational vehicle definition because they may be used for non-travel-recreation or camping trips, such as commuting to work or school.
5. "Park," "parking," "parked," "stored" and "storage" mean on-site parking of recreational vehicles on residential property for a continuous period more than 72 hours.
6. "Front yard" means the area within the required front yard setback and any area between the street and the main building line as shown in the diagrams below. For other unique lot configurations, the Community and Economic Development Director shall determine front yard.



7. Registered Owner. The registered owner of an RV stored on the property must either be the owner of the property or use the property as their primary residence. This subsection shall not apply to a single RV stored on the property as a result of visiting guest(s) for up to 72 hours.

8. RV, Boat, Camping Trailer, and Utility Trailer Parking and Storage Standards.

a. Accessory Use. Parking or storage may occur as accessory use to the primary residential use of the property and is only allowed on a lot with a habitable residence.

b. Front Yards. No storage may occur in the front yard. Temporary parking of an RV on a paved driveway within the front yard setback area shall be allowed for up to 72 hours for the purpose of loading, unloading or otherwise prepping and cleaning the RV. No portion of the temporarily parked RV shall encroach into the public sidewalk nor encroach into the public right-of-way.

c. Rear Yards. Parking or storage is permitted in the rear yard. A minimum clearance of three (3) feet on each side of the stored vehicle shall be provided.

d. Side Yards. Parking or storage is permitted when located behind the front face of the main structure. When a recreational vehicle, boat, or trailer is parked or stored in the side yard, a minimum clearance of three (3) feet shall be provided between the vehicle and the building wall if adjacent to egress window(s) for the dwelling unit.

e. Parking Surface. Parking and storage shall be on a paved surface (concrete, pavers, etc.) and proper care shall be taken to prevent gasoline, motor oils, or other hazardous fluids from leaking onto the ground, draining, or runoff into storm drain or water course.

f. Temporary Coverings. No temporary coverings such as tarps or cloth screens are permitted. Fitted covers are permitted and may be used if they are specifically designed for the RV, boat, camping trailer, or utility trailer and maintained in good condition without holes, rips or tears.

E. Ribbon Driveway Design Standards.

1. Ribbons shall be a minimum of two (2) feet wide and a maximum of three (3) feet wide.
2. Ribbons shall be three (3) feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass, artificial turf, or other ground cover used in the front yard.
3. Ribbons shall be surfaced with concrete including decorative concrete, patterned concrete, and exposed aggregate concrete; porous asphalt, concrete pavers, paving blocks, gravel, or other materials approved by the Community and Economic Development Director.
4. Honeycomb shaped concrete grids filled with artificial turf or landscape may be used instead of ribbon driveways to reduce the amount of hardscape in the front yard.
5. One (1) driveway is permitted per parcel. Parcels with more than 75-feet of street frontage are permitted to have two (2) driveways and a maximum of two (2) curb cuts may be allowed per lot to allow street parking between the two (2) driveways. This may include the following:
    i. One (1) driveway with one (1) curb-cut and one (1) ribbon driveway leading to the side yard with an additional curb cut within the front yard.
    ii. One (1) driveway with one (1) curb cut and one (1) ribbon driveway extending off of driveway without a curb cut within the front yard. See subsection 7.
    iii. One (1) driveway with one (1) curb-cut located in the front yard and one (1) ribbon driveway located within the rear yard/alley or side yard abutting a street in corner lots.
    iv. One (1) driveway with one (1) curb-cut located in the front yard and one (1) ribbon driveway with an additional curb cut within the rear yard/alley side yard abutting a street in corner lots.
    v. Other unique lot configurations will be reviewed and approved by the Community and Economic Development Director.
6. One (1) single slab or ribbon driveway and one (1) curb cut shall be permitted per every 75 feet of frontage of a single-family residential lot. A maximum of two (2) curb cuts may be allowed per parcel. New single-family developments taking access from collector or arterial streets shall share driveways in order to protect public safety by limiting curb cuts.

7. A single slab driveway may be used in conjunction with a ribbon driveway provided that the current slab driveway does not provide access to the side or rear yard for the purposes of vehicle storage. An additional curb cut is required.

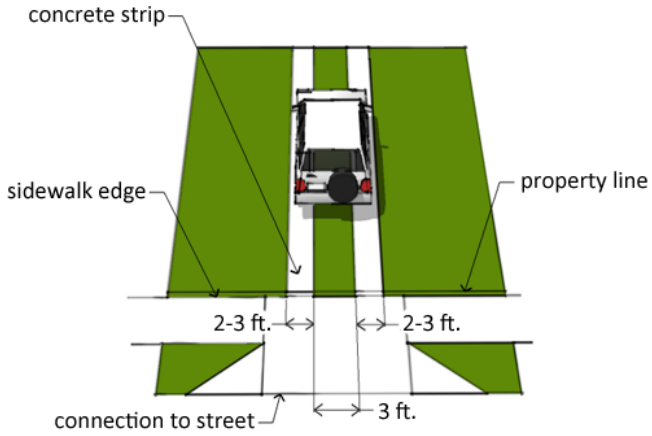


Figure D. Driveway Ribbons

8. Ribbon driveways may extend off the driveway within the front yard setback to the adjoining side yard. When the ribbon driveways extend off the driveway, parking and storage of vehicles shall be located behind the fence in the side yard. Temporary parking of a vehicle for over 72 hours within the front yard setback on ribbon driveways that extends off the driveway is prohibited. Ribbon driveways that extend off the driveway shall include a parking pad for vehicles behind a solid gate within the side or rear yard.



Figure E. Driveway Ribbons extending off driveway

F. Permitted Encroachments. The following encroachments are permitted within the required minimum driveway width:

1. Projections from buildings, with the minimum required height clearance of subsection G of this section, such as:
   i. Cantilevered eaves, awnings, and shading devices.
   ii. Architectural features—sills, cornices, buttresses, etc.
   iii. Mechanical equipment cantilevered from building.
   iv. Balconies, second floor overhangs, and porte cocheres.

2. Utility-owned pole lines within approved easements.
3. Access walkways.

4. A maximum of five (5) foot walkway in addition to the permissible driveway leading to the side yard and/or the front of the house.

5. Security gate, subject to vision clearance requirements of Section 19.336.020 and allowable fence height of Section 19.328.020.

G. Driveway Height Clearance. Within the required driveway width, there shall be no obstruction from the driveway surface to a height of eight (8) feet.

H. Driveway Curvature. The minimum turning radius for any curve in a driveway shall be twenty-five (25) feet measured to the outside edge of the driveway.

I. Circular Driveways. There shall be no circular driveway in a front yard area with two driveway entrances from the same street unless the distance between the driveway approaches is a minimum of thirty (30) feet or more as measured from inside edge to inside edge. Such driveways shall be subject to Public Works Director and City Engineer approval via the Interdepartmental Review procedure (Section 19.128.100).

J. Driveway Circulation Pattern.

1. Any garage or accessory building having vehicular entry facing an alley shall be located at least thirty (30) feet from the opposite side of the alley.

2. Any garage or carport with its vehicular entrance facing a street shall be set back at least twenty (20) feet from the street property line in order to allow temporary parking in the driveway without obstructing any portion of a public right-of-way.

19.336.040 Parking Spaces Required.

A. The minimum requirements for each use shall be as shown in Table 19.336.040, entitled Parking Spaces Required. Additional requirements may be imposed, based upon substantiated estimates, as a condition of approval of a development under site plan review, conditional use permit, or other development approval procedure provided for in this Title.

B. For uses or property for which no parking requirement is set forth in Table 19.336.040, nor previously determined under the interpretation procedure (Section 19.128.010), nor established under a development approval procedure, a parking requirement shall be determined for that type of use pursuant to the interpretation procedure set forth in Section 19.128.010.

C. Required off-street parking covered and uncovered must be for the parking of vehicles, unless approved by the City for another use. Garage entrances and driveways shall be free of obstacles so that vehicles can freely access the driveway and garage or carport interior and be parked inside.

Table 19.336.040
PARKING SPACES REQUIRED

Use	Parking Spaces Required
Residential Uses	
RS-6 and RS-8 Zones	
Single-family dwellings containing 4 or less bedrooms.	2 garage spaces + 2 additional driveway spaces

Single-family dwelling containing 5 or more bedrooms.	2 garage spaces + 2 additional driveway spaces + 1 space per each bedroom in excess of 4 bedrooms.
RS-10 and RS-16 Zones	
Single-family dwelling containing 5 or less bedrooms.	3 garage spaces + 2 additional driveway spaces
Single-family dwelling containing 6 or more bedrooms.	3 garage spaces + 2 additional driveway spaces+ 1 space per each bedroom in excess of 5 bedrooms.
Community residential care	
Small group care home.	2 spaces (in garage)
Other community residential care facility.	To be determined under conditional use permit based on licensed capacity, type of care, and number of employees
Non-Residential Uses	
See Table 19.536.040 for parking spaces required for non-residential uses.	

19.336.050 Residential Parking Location.

The required single-family residential parking shall be located on the same lot as the residential dwelling.

19.336.060 Residential Parking Dimensions and Layout.

A. Dimension of parking space. In RS zones, a parking space (interior or exterior) shall have minimum ten (10) foot width and twenty (20) foot length, with a minimum twenty-five (25) foot aisle for access into the parking spaces where applicable and with a minimum garage floor area as required pursuant to Table 19.316.090.

B. There shall be a clear vehicular entry to every required parking space at least equal in width to the required width of the space, except that for spaces in residential garages or carports, the vehicular entry widths shall be at least equal to the minimum door or opening widths as required by Table 19.316.090.

C. Each parking space and aisle shall have a clear height of at least six and one-half feet, except a storage bin may project not more than two and one-half feet into the front of a parking space with a clear height from the parking surface of at least four feet. For all nonresidential parking areas and for residential visitor parking spaces, at least twenty percent of the spaces provided together with their associated parking aisles shall have a clear height of at least seven feet.

D. For permitted residential uses in the RS zones, other than a single-family dwelling, the residential parking dimensions and layout provisions of Section 19.436.070 of Division 4 may apply upon the Director's approval.

19.336.070 Residential Parking Improvements.

A. Except as otherwise specified in this Title, parking may be provided in parking lots, carports, garages, or other parking structures. Non-single-family uses in the RS Zones refer to Chapter 19.536.

B. Drainage. All areas for the movement, parking, loading, repair, or storage of vehicles shall be graded and drained to dispose of surface water. In all cases except single-family residential uses, drainage shall be arranged to prevent surface flow across walkways and driveways.

C. Paving.

1. With the exception of non-required parking spaces on single-family residential lots, all areas for the movement and parking of vehicles shall be paved and maintained to eliminate dust and mud, to provide an even, unbroken driving surface, and to present a uniform appearance.

2. Single-family uses in the RS Zones, all driveway approaches, driveways, required parking areas, and floors of carports and garages shall be concrete or decorative cement pavers. The use of asphalt, decomposed granite, gravel, or similar materials is not permitted.

Chapter 19.340 Development Standards – Utilities and Mechanical Equipment

19.340.010 Undergrounding of Utilities.

A. Except for underground utilities waivers permitted for single-family homes in accordance with Section 19.128.100, new construction or relocation of a main building, or a change of use to a nonresidential use requires that all utility lines within the site boundaries shall be placed underground. Necessary surface-mounted utility equipment is permitted, provided it is screened from public view in the same manner as required for mechanical equipment as provided in Section 19.340.020.

B. The provisions of this section may be waived pursuant to the procedure provided under Section 19.128.060 and Section 19.128.100.

19.340.020 Visual Screening of Mechanical Equipment.

A. All exterior equipment, whether freestanding or attached to a building, including pipes, conduit, and duct work shall be effectively screened from public right-of-way or architecturally integrated into a building structure, with the following exceptions:

1. Ordinary vents on single-family dwellings;
2. Window-mounted air conditioning units on single-family dwellings;
3. Solar panel surfaces (but not supports, piping, etc.);
4. Outdoor lighting standards and fixtures.

B. It is required for all new construction to provide for any such equipment during the initial design stages by parapets, penthouses, etc. Existing facilities, or those structures under construction may screen such equipment with architecturally designed screens.

C. Plan Check (Retrofits). Applicant shall submit a plot plan which shall indicate clearly and by full dimensions the following information:

1. Lot dimensions
2. All buildings and structures: location, size, height, and proposed use.
3. All walls, fences and landscaping: location, height, and materials.
4. Location of equipment proposed to be installed.
5. Elevations of equipment and proposed screening, depicting colors, materials, and dimensions of screening.

D. Design / Materials.

1. Screening must be architecturally consistent with the building in terms of design type, materials and colors. Effective screening does not call attention to itself, but quietly complements the building.
2. No raw or untreated materials shall be used on roof or building mounts. Fire Code requirements for the particular use and/or building will determine the permitted combustible or non-combustible material.
3. Above-ground utilities, transformers, and other mechanical equipment placed between the front or street side of a residence and a public street or vehicular or pedestrian accessway, shall be screened from view by a fence, wall, or landscaping.
4. Excluding solar panels, roof-mounted equipment shall be hidden from view from the public street behind roof peaks or parapets.
5. Utility and mechanical equipment shall not obstruct pedestrian pathways.

E. Electric Vehicle (EV) Charging Stations in Single-Family Zones.

1. Pursuant to Government Code Sections 65850.7 and 65850.71, any EV charging stations installed within any RS zone, is subject to the provisions of the streamlined permitting process pursuant to Chapter 15.71 of the City of Buena Park Municipal Code. In addition, EV charging stations in RS zones shall meet the requirements set forth in the Building Division's Electric Vehicle Charging System Guidelines for Residential Buildings. In addition, the EV charging station installation and equipment shall be consistent with the rules and regulations in CALGreen Building Standards Code and CBC Chapter 11A and 11B as applicable.

F. Treatment of Above Grade Transformers; Meters; Gas Manifolds, etc. It is the intent to encourage the placement of such equipment in underground vaults. If located above grade for a residential use, such equipment shall be placed in a side yard out of direct view from the street. If located above grade for a non-residential use, such equipment shall be screened from public view by an architectural screen and landscaping.

G. Maintenance. All screening devices shall be permanently maintained as a condition of the use.

19.340.030 Communications Antennae Placement in Residential Zones.

A. Communication antennae (including guy wires, supports, and antennae elements) shall be permitted anywhere on a lot except in front or side yard setback areas abutting a street and in required rear and side yard setback areas.

B. Communication antennae shall not be supported by wooden towers.

19.340.040 Receive-only Television, Satellite Dish, and Radio Antennae Placement in Residential Zones.

A. Receive-only Antennae Weighing Less than Thirty-Five (35) Pounds.

1. Any receive-only antenna weighing less than thirty-five (35) pounds may be mounted in the rear yard, interior side yard, or on the roof of any residential structure, subject to all conditions hereinafter provided.

2. Any receive-only antenna weighing less than thirty-five (35) pounds may be mounted in the front yard or street side yard of any residence, subject to conditions hereinafter provided, upon receipt of an antenna permit obtained in accordance with the provisions of subsection E of this section.

B. Receive-only Antennae Weighing Thirty-Five (35) Pounds or More.

1. Each receive-only antenna weighing thirty-five (35) pounds or more shall be installed in the rear yard, except as hereinafter provided.

2. In the event overall quality of reception in the rear yard is not at least equal to that received by cable, or other circumstances preclude such installation, a permit may be obtained, in accordance with the provisions of subsection E of this section, authorizing the antenna to be located in order of preferred placement, in a side yard, on the roof of a structure, or in the front yard, subject to conditions hereinafter imposed.

C. Screening Required.

1. Each receive-only antenna visible to the public which has a surface area exceeding twenty (20) square feet, or which is to be mounted in the front yard, shall be screened to the satisfaction of the City Planner or his or her designee. If such antenna is to be mounted directly, or through a supporting structure, to the ground, then such screening shall be accomplished through the use of appropriate plants, trees or shrubbery, and wood lattice or other material compatible with the residence or other structures. Plants,

trees, or shrubs to be utilized for screening purposes shall have a minimum container volume of fifteen (15) gallons at the time of planting. All such screening shall be on three (3) sides and shall be sufficiently high so as to screen ninety percent or more of the antenna from public view.

2. Each receive-only antenna with a surface area exceeding twenty (20) square feet which is permitted to be roof mounted, shall be screened with materials compatible with the structure upon which such antenna is mounted and shall be screened to the satisfaction of the City Planner or his or her designee. Such screening shall be on at least three (3) sides and shall be sufficiently high so as to screen at least ninety (90) percent of the antenna from public view.

D. Conditions and Restrictions Applicable to All Receive-only Antenna Installations.

1. **Location.**

    a. The preferred order of placement of any receive only antenna is rear yard first, then side yard, roof, and finally front yard.

    b. No receive-only antenna, or its supporting structure, shall be installed in any required setback or in any other location which would impede emergency access to any portion of the subject property.

2. **Height.** No receive-only antenna shall exceed ten (10) feet in height above the peak roof line of the structure upon which such antenna is mounted or ten (10) feet above the peak roof line of the closest building or residential structure located on the subject property if such antenna is not to be roof mounted.

3. The provisions of Section 19.340.030 and this section hereinafter shall not be deemed to preempt or supersede contractual conditions, covenants and/or restrictions which may prohibit such antenna installation.

4. No receive-only satellite dish antenna shall exceed ten (10) feet, six (6) inches in diameter.

5. Each receive-only satellite dish antenna shall be earth-tone or neutral in color and shall be constructed of a “see-through” mesh or open grid design. Solid surface receive-only satellite dish antennae, such as solid white fiberglass designs, are prohibited unless completely screened from view at all times.

6. Nothing herein shall excuse any person from obtaining all permits otherwise required or from complying with any and all applicable local and State codes, laws and regulations pertaining to the installation of antennae and/or antenna supporting structures.

E. Receive-only Antenna Permit Application.

1. Where a permit is required, or application therefor is authorized, under any provision of Section 19.340.030 or this section, each person desiring a permit shall apply to the City’s Planning Division. The applicant shall provide a completed application on a form provided by the Planning Division containing at minimum, the following:

    i. Name, address, and telephone number of the applicant

    ii. The specific location where the applicant proposes to install the antenna, including a detailed description of the antenna design and any supporting structure proposed to be utilized, including size, weight, and such other information as the Planning Division may require

    iii. Specific reasons as to why the antenna proposed to be installed should not be mounted in the rear yard, or otherwise, in accordance with the preferred order of placement, as herein prescribed

    iv. If required herein, a description of the screening proposed to be utilized by the applicant

v. A sketch or other drawing, satisfactory to the Director, showing:

   a. Location of physical features on the subject property
   b. Approximate dimensions (plus or minus one foot) of the subject lot and physical features thereon
   c. The specific location where the antenna, and screening if required, are proposed to be installed
   d. Any other physical features in the area of the subject property which applicant feels would adversely affect reception in those areas set forth herein as “preferred,” and
   e. The design of the antenna and proposed support structure

vi. A statement as to why the proposed antenna may not be satisfactorily installed, or will not satisfactorily function, in a preferred area, as prescribed herein

vii. A declaration made under penalty of perjury that either the property upon which the antenna is proposed to be installed is not subject to any contractual covenants, conditions, or restrictions, or alternatively, that any applicable contractual covenants, conditions, or restrictions do not preclude the installation of the antenna, as proposed by the applicant.

2. All applicants for an antenna permit may be required to show to the satisfaction of the Director that circumstances preclude installation in a preferred area, or that reception quality in the preferred area or areas is insufficient, as herein prescribed.

3. Any person aggrieved by any provisions of this section due to exceptional circumstances may apply for an antenna permit in accordance with the provisions of subsection E of this section.

Chapter 19.344 Development Standards—Environmental Effects

19.344.010 Noise Control.

In addition to the requirements of Title 8, the following noise standards shall be met where applicable:

A. Residential Acoustical Design.

1. For all dwelling and group quarters, the development shall be designed to achieve:

    i. Within each main building, a community noise equivalent level (CNEL) not exceeding forty-five decibels;

    ii. In outdoor areas, a community noise equivalent level (CNEL) not exceeding sixty-five (65) decibels, except that where it is not reasonably possible to achieve this objective, the development shall be designed to provide the lowest noise level reasonably possible within private open areas and/or common usable open areas of at least one hundred (100) square feet per unit, with access to such area available to the residents of each unit.

2. Acoustical design and analysis shall be based upon the projected noise contours as shown in the noise element of the General Plan and Chapter 8.28 of the Buena Park Municipal Code.

B. Air Conditioning Equipment. Exterior air conditioning equipment, other than self-contained window-mounted units in single-family dwellings, shall have a decibel rating of no more than 60dBA and shall comply with the City's noise standards pursuant to Chapter 8.28.

19.344.020 Compliance with Airport Environs Land Use Plan for Orange County.

(RESERVED)

19.344.030 Lighting.

A. Lighting on any premises shall be directed, controlled, screened, or shaded in such a manner as not to shine or fall directly onto surrounding properties or create glare hazards within public rights-of-way. Where adjacent owners enter into a written agreement, which shall be recorded, for the joint illumination of their premises, their combined properties shall be considered as a single premises for purposes of this regulation.

B. The use of unshaded clear bulbs in exterior lighting is prohibited.

19.344.040 Maintenance and Operation.

All uses and activities shall be operated and maintained so as not to be hazardous, obnoxious, or offensive due to air pollution, odor, dust, smoke, gas, water pollution, noise, vibration, illumination, glare, electromagnetic disturbance or other radiation, or similar effects detrimental to public health, safety, and welfare. All federal, state, and local laws and regulations concerning environmental protection shall be complied with.

Chapter 19.348 Special Requirements for Certain Uses

19.348.010 Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. Purpose. The purpose of this section is to establish regulations governing accessory dwelling units (ADU) and junior accessory dwelling units (JADU) in compliance with California Government Code Sections 66314-66339, and to provide local standards for the development of accessory dwelling units and junior accessory dwelling units so as to increase the supply of smaller and affordable housing units in the City while ensuring that such units remain compatible with existing neighborhoods. An accessory dwelling unit also includes a manufactured home, as defined in Section 18007 of the Health and Safety Code.

B. Submittal Requirements and Application Processing. Any application for an accessory dwelling unit or junior accessory dwelling unit shall include a site plan, floor plan, demolition plan, and elevations substantiating and evidencing compliance with all applicable development standards. Where all requirements of this section and the Buena Park City Code appear to be met, the application shall be approved ministerially without discretionary review or public hearing within 60 days of receiving the application. The City and applicant may agree to additional time with a written request from the applicant.

If the City denies an application for an ADU or JADU, the City shall, within the 60-day period, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and provide a description of how the application can be corrected by the applicant.

Applications to replace a detached garage with an ADU shall require a demolition permit for the garage. The demolition permit will be reviewed with the application for the ADU and issued at the same time as the permit to construct the ADU.

C. Development Standards. Under the provisions of this section, each accessory dwelling unit or junior accessory dwelling unit shall comply with local building codes and all development standards contained in Division 3 (Single Family Residential Zones) of this Title 19 (Zoning), except as otherwise specified herein:

1. **Location.** Accessory dwelling units are allowed on lots zoned for single-family residential which contain or are proposed to be developed with a single-family dwelling, or on lots zoned for multifamily residential or mixed-use residential use which contain or are proposed to be developed with a multifamily dwelling. Subject to the standards of this section, accessory dwelling units may be attached, detached, or located within an existing primary residence, which shall include an attached garage, or existing accessory structure. Junior accessory dwelling units shall only be allowed on lots zoned for single-family residential use and which are developed with or are proposed to be developed with a single-family dwelling.

2. **Minimum Lot Size and Allowable Density.** Minimum lot size and density requirements shall not be applicable when determining minimum lot size or allowable density for development of an accessory dwelling unit or junior accessory dwelling unit.

3. **Height of Structure.** The height of an accessory dwelling unit shall not exceed 16 feet, measured from grade, except as follows:
   a. Notwithstanding subsection C.3 above, on single-family zoned lots, if the ADU is attached to the primary dwelling unit, the maximum height is 2 stories not to exceed 30 feet, or as high as the existing two-story primary dwelling unit, whichever is lower.
   b. Notwithstanding subsection C.3 above, the maximum height of a detached ADU on a lot zoned for multifamily residential or residential mixed-use which are developed or proposed to be developed with a multifamily, multistory dwelling is 20 feet.
   c. Notwithstanding subsection C.3 above, if a parcel contains an existing or proposed single-family or multifamily dwelling unit is located within one-half of one mile of a "major transit stop" or a "high quality transit corridor" as those terms are defined in Section 21155 of the Public Resource Code, the maximum height of a detached ADU is 20 feet, measured from existing finished grade to the highest point of the roof.

4. **Access.** Any external access staircase for the accessory dwelling unit, whether attached or detached, shall not be located on street facing elevation(s) of the single-family or multifamily dwelling unit(s), as applicable.

5. Setbacks.

a. An existing living area or accessory structure that is converted to an accessory dwelling unit, or an accessory dwelling unit that is constructed in the same location and to the same dimensions as an existing living area or accessory structure, may maintain the existing setbacks applicable to the existing area or structure. Any other accessory dwelling unit must maintain a minimum setback of 4 feet to the rear-yard property line and 4 feet to the side-yard property line.

b. Any second story windows, decks, balconies, or landings shall provide screening to minimize the loss of privacy for neighboring properties. A minimum second story balcony side or rear yard setback of 5 feet to the property line shall be provided.

c. An ADU that complies with all other applicable development standards may be built within the front yard setback of a lot if it is otherwise physically infeasible to build such an ADU on other areas of the lot while maintaining the minimum rear and side yard setbacks outlined in this subsection C.5.

6. Number of Dwelling Units.

a. **Single-Family Zone.** The number of accessory dwelling units or junior accessory dwelling units that may be located on any lot in single-family zones is limited to one (1) of the following options:

i. ADU Conversion. One (1) accessory dwelling unit may be located within an existing single-family dwelling or existing accessory structure, or within a single-family dwelling that is proposed to be constructed. Accessory dwelling units that are located within an existing accessory structure may include an expansion of not more than 150 square feet beyond the existing or proposed physical dimensions of the structure for the exclusive purpose of accommodating ingress and egress to the accessory dwelling unit.

ii. New ADU. One (1) detached or attached newly constructed accessory dwelling unit may be located on lots which contain an existing single-family dwelling or which are proposed to be developed with a single-family dwelling.

iii. Junior ADU. One (1) junior accessory dwelling unit may be located within a single-family dwelling, which shall include an attached garage, or within a single-family dwelling that is proposed to be constructed. The junior accessory dwelling unit conversion may include an expansion of not more than 150 square feet beyond the existing physical dimensions of the single-family dwelling only for the purpose of accommodating ingress and egress to the junior accessory dwelling unit.

iv. Unit Combinations. One (1) junior accessory dwelling unit under subsection C.6.a.iii above, plus one (1) detached accessory dwelling unit under subsection C.6.a.i or subsection C.6.a.ii above, may be located on lots which are or are proposed to be developed with a single-family dwelling.

b. **Multifamily Zones and Mixed-Use Zones.** The number of accessory dwelling units that may be constructed on any lot in multifamily residential zones and mixed-use zones is limited as follows:

i. A maximum of two (2) newly constructed detached accessory dwelling units may be constructed on lots which are proposed to be developed with a multifamily dwelling unit.

ii. A maximum of eight (8) newly constructed detached accessory dwelling units may be constructed on lots which are developed with multifamily dwelling units. However, the number of accessory dwelling units allowable shall not exceed the number of existing non-accessory dwelling units on the lot.

iii. Within an existing multifamily dwelling structure, an accessory dwelling unit may be converted from areas not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The number of accessory dwelling units that may be developed within an existing multifamily dwelling shall not exceed 25 percent of the existing dwelling units within the multifamily dwelling structure (not counting any accessory dwelling units). At least one (1) such accessory dwelling unit conversion is permitted under this subsection. All such units shall comply with applicable fire and building code requirements.

iv. Junior accessory dwelling units are not permitted in multifamily residential zones.

7. Dwelling Size.

a. Newly constructed attached or detached accessory dwelling units shall not exceed 850 square feet for an accessory dwelling unit that provides up to one bedroom, and shall not exceed 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

b. The total floor area of any attached or detached accessory dwelling unit or a junior accessory dwelling unit shall be of a minimum of 150 square feet, or as specified in Section 17958.1 of the California Health and Safety Code.
c. Junior accessory dwelling units shall not exceed 500 square feet.

8. **Off-Street Parking.** One parking space per accessory dwelling unit shall be provided. These spaces may be provided as tandem parking on an existing driveway, or on a driveway in side yard and rear yard as permitted in this Title. Parking is limited to lawfully paved areas approved by the City. No parking for the accessory dwelling unit is required if any one (1) of the following conditions are met:
   a. The unit is located within one-half of one mile of walking distance of public transit.
   b. The unit is located within an architecturally and historically significant historic district.
   c. The unit is part of (i.e., contained within) the footprint of the primary single-family dwelling or an accessory building unit.
   d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
   e. When there is a car share vehicle located within 1 block of the unit.
   f. When an existing garage, carport, or covered parking structure is demolished in conjunction with the development or conversion of an ADU, replacement off-street parking for the main dwelling unit shall not be required.
   g. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed in this paragraph.

9. **Location of Parking.** Parking required or proposed for the accessory dwelling unit may be located in the following locations, as approved by the City, ordered from most preferred to least preferred:
   a. A garage, carport, or covered space on a driveway; which complies with required setbacks for both primary and accessory structures.
   b. An uncovered tandem space on a driveway.
   c. Within the required street side yard setback.
   d. Within the required side or rear yard setback subject to screening.
   e. Within the required front yard setback.
   f. Parking in setbacks and tandem driveway parking remain subject to the Building Code regarding egress and any other applicable site specific fire and/or life safety conditions of approval as determined by the Building Official.
   g. On-site parking required for the accessory dwelling unit shall be maintained and available for parking purposes at all times.

10. **Vehicular Access.**
   a. The accessory dwelling unit shall utilize the same vehicular access that serves the existing main dwelling unit, unless:
      i. The accessory dwelling unit has access from an alley contiguous to the lot; or
      ii. The lot is a corner lot with a second driveway, and the second driveway is located on the side street; and
      iii. A second driveway does not result in the loss of an on-street parking space.
   b. No passageway connecting the accessory dwelling unit to a street is required. Each accessory dwelling unit or junior accessory dwelling unit shall maintain independent exterior access from the existing residence.

11. **Way Finding.** Each unit shall display address in compliance with the current California Residential Code as adopted and amended by the City.

12. **Utilities.** All utilities servicing the accessory dwelling unit or junior accessory dwelling unit may be metered in conjunction with the primary dwelling, in compliance with Government Code Section 65852.2(f).

13. **Restricted Areas.** Accessory dwelling units or junior accessory dwelling units shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds

established by the utility or service provider. To ensure access by public safety vehicles, an accessory dwelling unit may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless:

a. One (1) on-site parking space is provided for each bedroom included in the accessory dwelling unit; and
b. Replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the accessory dwelling unit; or alternatively
c. A conditional use permit is issued pursuant to Section 19.128.020 of this Code, provided that the conditional use permit shall be approved if affirmative findings are made based on the following criteria:
    i. Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area; and
    ii. Adequate utilities and public services are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

14. **Building and Fire Codes.** The property owner shall comply with all current State and local building and fire codes. Fire sprinklers are not required for the accessory dwelling unit or junior accessory dwelling unit if they are not required for the primary residence or multi-family dwelling. The construction of an ADU, by itself, shall not trigger requirements to install fire sprinklers in any existing main dwelling.

15. **Park Fees.** For accessory dwelling units of 750 square feet or more, a proportionate amount of Park Land Dedications and In-Lieu Fees shall be paid, based upon the City's adopted Development Impact Fee Schedule.

16. **Objective Design Standards.** Accessory dwelling units or junior accessory dwelling units shall incorporate the same architectural features, building materials, and color as the main dwelling unit on the property. These features shall include, but are not limited to, roofing material, roof design (i.e., slope, style), fascia, exterior building finish, color, exterior doors, windows, garage door, and architectural enhancements.

    When an existing garage is converted into a JADU/ADU, the existing garage door, if visible from public or private right-of-way, shall be eliminated and replaced with a wall, windows, door, or other exterior design features which are architecturally consistent with the exterior design of the structure and the main dwelling.

    Second story windows and glass doors shall be located to retain privacy between properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass.

    Manufactured homes shall be equipped with skirting to give the appearance of the manufactured home being located on grade. Synthetic materials of a similar appearance to the materials of the structure of the main dwelling and equivalent durability shall be permitted. Exterior siding shall be installed from the exterior finished grade to a point at or near the roof. However, if an approved solid wood, metal, concrete, or masonry perimeter foundation is used, the siding need not extend below the top of the foundation.

17. **Separate Sale Prohibited.** An accessory dwelling unit may not be sold separately from the primary residence.

18. **Short-Term Rental Prohibited.** The minimum rental term of the accessory dwelling unit shall be no less than 30 days.

19. **Demolished or Destroyed.** If the accessory dwelling unit is demolished or destroyed, or if the accessory dwelling unit is modified such that it no longer complies with this section, the property owner shall return the lot and all improvements into a condition that complies fully with applicable land use and building standards set forth in this Code. The property owner shall apply for any and all permits necessary to complete the scope of work, as required under the City's building and fire codes.

20. **Specific Junior Accessory Dwelling Units Requirements.** Notwithstanding anything contrary in this section, the requirements and standards of this subsection shall apply specifically to junior accessory dwelling units.

a. The owner of the single-family lot shall occupy the single-family dwelling, any accessory dwelling unit that may exist on the lot in compliance with this section, or the junior accessory dwelling unit as their principal place of residence.
b. As a condition to obtaining a building permit for a junior accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement to restrictions, containing a reference to the deed under which the property was acquired by the owner and stating that:
   i. The junior accessory dwelling unit cannot be sold separately from the primary residence; and
   ii. The size and attributes of the junior accessory dwelling units shall conform at all times with the requirements of California Government Code Section 66333 and the Buena Park Municipal Code; and
   iii. Minimum rental term of either the junior accessory dwelling unit or primary residence shall be no less than 30 days; and
   iv. The restrictions shall be binding upon any successor in interest and ownership of the property and lack of compliance may result in legal action against the property owner to compel compliance with this section.
c. A junior accessory dwelling unit shall include: a separate entrance from the main entrance to the proposed or existing single-family residence; and an efficiency kitchen, which shall include a cooking facility with appliances, and a food preparation counter or counters that is of reasonable size in relation to the size of the junior accessory dwelling unit.
d. A junior accessory dwelling unit that does not include a separate bathroom shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
e. The owner of a property with a junior accessory dwelling unit shall reside in one of the dwelling units on the property. This owner-occupancy requirement shall not apply to a junior accessory dwelling unit owned by a governmental agency, land trust, or housing organization.

19.348.020 Single-Family Cluster Housing.

A. Purpose. The purpose of this section is to encourage detached single-family residential design on parcels which are less than the minimum size specified in the underlying RS zone for but are designed to maximize common open space, energy and water conservation, and architectural harmony.

B. Density.

1. Where contiguous sites for four (4) or more single-family dwelling units are to be developed, the dwelling unit density may be increased by up to 20% of the density otherwise allowed (as provided in Section 19.308.050).

2. Approval of such density increase shall be accomplished as part of the subdivision map approval procedure (Title 18), and shall be based upon an objective evaluation of the degree to which the purposes of this section is achieved by the design proposed in comparison with typical projects meeting the normal minimum lot size and configuration requirements of the City.

3. The objective evaluation shall be accomplished via a conditional use permit review procedure prescribed by Section 19.128.020 and shall be conducted concurrently with the tentative tract map procedure under Title 18 of this Code and the State Subdivision Map Act. If a cluster housing plan is approved, the recording of a final tract map shall be a condition of the conditional use permit approval. Note: If a single-family cluster development proposes to provide a minimum of 80% affordable housing in the RS-8 and RS-6 zones, the project shall be approved ministerially subject to the objective design standards herein.

4. Notwithstanding other provisions of this Division, a project approved under this section may include lots to be held in separate ownership which do not meet the site requirements otherwise applicable, provided the project site as a whole, including any land parcels to be held in common, satisfies the overall density requirement established.

5. Parcels to be held in common ownership shall be governed by an association of owners and be established similar to that required for residential condominium projects under Section 19.448.030 of Division 4.

6. The following table identifies the minimum and maximum density requirements for single-family cluster developments.

Zone	**Minimum Density (dwelling units per net acre)**	**Maximum Density (dwelling units per net acre)**
RS-8	5.4 du/ac	6.5 du/ac
RS-6	7.2 du/ac	8.7 du/ac
PD	Varies	Varies

C. Development Standards.

1. Notwithstanding other provisions of this Division, an approval under this section may include waivers of the front, side, and rear yard and space between building regulations otherwise applicable if it is determined that the project design offers at least equal safety and privacy with superior environmental quality.

2. **Site Dimensions.** The minimum site dimensions for all single-family cluster developments in the RS-8, RS-6, and PD zones is shown in the table below.

Minimum Lot Area (Development Site)	43,560 square feet (1 acre)
Minimum Street Frontage (Development Site)	150 feet

3. **Lot Coverage.** The lot coverage for individual lots within a single-family cluster development may exceed the maximum allowable 40 percent, provided that the total lot coverage of all structures within the development does not exceed 40 percent of the net project area, excluding common vehicular streets, driveway aisles, and guest parking.

4. **Floor Area.** The minimum floor area for each single-family cluster unit within the development shall be at least 1,600 square feet with an attached two-car garage. The attached garage shall be included as part of the minimum floor area requirement.

5. **Building Height.** The maximum building height for single-family cluster developments shall be two (2) stories or thirty (30) feet, whichever is less.

i. Antennae. Notwithstanding the restrictions of subsection 5 of this section, radio, television, microwave antennae, and similar equipment shall be subject to the following regulations:

1. Ground-mounted antennae which are incidental or accessory uses are permitted to a height of sixty (60) feet, unless permitted higher by a conditional use permit.

2. Roof-mounted antennae, which shall include dishes to a maximum of twenty-four (24) inches in diameter, may be used but may not be more than twenty-five (25) feet higher than the highest point of the building to which they are attached, excluding chimneys and like projections, unless permitted higher by the issuance of a conditional use permit.

3. Any antenna that is primary to the use shall be subject to the height limit established under a conditional use permit.

ii. Flagpoles. Flag poles shall be permitted within front, side or rear yards provided they are setback a minimum of five (5) feet from property line and shall be limited to no more than thirty (30) feet in height subject to issuance of a building permit.

iii. Other Structures. Any free-standing structure, not specifically referenced in this Title shall be limited to no more than eight (8) feet in height and may not be located within the front, side, or rear yard setback area.

6. **Setbacks.** The minimum setback requirements for single-family cluster developments shall meet the required setbacks for single-family zones provided in Section 19.320.010.

7. **Zero Side or Rear Yard.** Where no side or rear yard is required or where a zero side yard is permitted, any building or structure shall be located either at the property line or at least five (5) feet from the property line.

8. **Zero Residential Side Yard.** In the residential zones, where the lots on both sides of a property line are being developed anew (with all existing buildings on both lots being removed), a zero side yard, in lieu of the side yard otherwise required, may be provided on one or both sides of the property line, provided:

   i. Any building wall along the property line shall be of a sound-absorbing type in accordance with standards adopted pursuant to Section 19.124.050.
   ii. An agreement or covenant between the property owners involved and running with the land, in a form acceptable to the Director, shall be recorded setting forth acceptance of the physical arrangement and, providing that failure to maintain such wall to the prescribed standard shall obligate each party to conform to the otherwise applicable yard regulations.

9. **Common Useable Open Area.** For single-family cluster housing developments of ten (10) or more dwellings, a common usable open area shall be provided with at least two hundred (200) square feet per dwelling unit for the first twenty (20) units, plus one hundred fifty (150) square feet per dwelling unit for each additional dwelling unit over twenty (20).

   i. The minimum dimension of such common usable open area shall be 10 feet in each direction and the least horizontal dimension shall be at least one-third (1/3) of the greatest horizontal dimension.

10. **Parking Required.** The entire single-family cluster housing development shall provide a minimum of 5 parking spaces per home with up to four bedrooms and 6 parking spaces per home with five or more bedrooms. Each home shall maintain a minimum 400 square feet garage consisting of 2 parking spaces 10 feet in width and 20 feet in length. Non-garage parking spaces may be located on streets, public or private, or within a driveway directly in front of the garage provided that the driveway has a minimum width of 8 feet per space and minimum length of 20 feet and is not shared with any other property.

19.348.030 Home Occupations.

A. Purpose. The purpose of this section is to prevent detrimental effects of occupational activities in residential areas by setting forth reasonable and necessary limitations on such activities.

B. Uses Permitted. No home occupation shall be conducted which, in order to be operated, would necessitate exceeding the limitations set forth in this section or any other provision of this Division.

C. Limitations.

1. Any sales activity shall be conducted only by mail, telephone, or internet.

2. The space occupied by home occupations shall be limited to no more than one room in a dwelling unit. Garages and accessory buildings shall not be used for a home occupation.

3. There shall be no interior or exterior remodeling or change in appearance of a dwelling to accommodate a home occupation.

4. There shall be no signs or other structures except those permitted for a dwelling use in the zone.

5. There shall be no indoor or outdoor storage of materials or equipment pertaining to a home occupation.

6. Materials and equipment used in a home occupation shall be only of a type normally used in connection with household activities or hobbies.

7. Employment in a home occupation shall be limited to the occupants of the dwelling unit.

8. There shall be no transportation by commercial vehicle of materials or other items used in or produced by the home occupation.

9. No vehicular or pedestrian traffic shall be generated by the home occupation with the exception of one-on-one tutoring or musical instrument training (non-amplified, no percussion) for children 18-years of age or younger shall be permitted.

10. A home occupation shall not place any added burden or demand on utility services or community facilities.

11. A home occupation shall not present any external evidence of nonresidential activity such as by appearance, noise, vibrations, odors, lighting, or signs.

19.348.040 Yard Sales.

A. Purposes. The purposes of this section are to control the nature and frequency of yard sales in residential areas in order to maintain the noncommercial character of such areas and to prevent excessive traffic congestion and noise in such areas.

B. Location, Frequency, and Time. In any RS zone, on any one lot in residential use, a yard sale may be conducted on not more than two consecutive days in any six-month period. Sales shall be conducted only between eight a.m. and sunset.

C. Limitations. Items displayed, offered, or sold at a yard sale shall be only household items which have been in regular use or storage for six months or more on the same premises.

19.348.050 Animal Keeping.

A. **Purpose.** The purpose of this section is to reasonably control the number and types of animals being maintained within the City in order to protect the peace, health, and safety of residents and to preserve the urban and suburban quality of the environment.

B. **Animals Allowed.** No animal shall be kept or maintained within the RS zones except as follows:

1. **Household Pets**. Not more than three dogs and three cats per household plus any unweaned litter from such pets not over six months old, and parrots, canaries, and other house birds of a similar nature. Rabbits and fowl (other than house birds) are prohibited except in an "A" Overlay Zone subject to the provisions of Section 19.312.030. In addition, the following types of animals may be kept as household pets: hamsters, guinea pigs, white rats, white mice, turtles, salamanders, newts, chameleons, kangaroo rats, not more than three nonvenomous reptiles not over six feet long, any nonpoisonous toad, nonvenomous lizard or spider, and other animals of a similar nature as may be determined by interpretation pursuant to Section 19.128.010.

2. Beekeeping and the keeping of chickens shall be permitted within the RS zone subject to the development and operational standards outlined in the sections below.

C. **Beekeeping.** Unless otherwise permitted by conditional use permit, not more than 4 bee hives shall be permitted within any RS-zoned property subject to the following development and operational standards:

1. The number of hives fluctuates slightly depending on the season; properties found with more than four (4) hives will first be issued a warning to reduce the number of hives prior to initiating further enforcement actions.
2. Hives may be located in the side or rear yard but must be a minimum of ten (10) feet from any property line.
3. Parcels that share a common property line with a School, licensed childcare facility, or park shall not be permitted to keep bees.
4. No property may keep bees without first obtaining a ministerial permit from the Community and Economic Development Department.
5. Each application for beekeeping shall be on a City-provided form and shall include the following information and documentation:
    i. The property address where beekeeping is proposed.
    ii. Property owner authorization.
    iii. A site plan showing the location on the parcel where the beehives will be located and the required six-foot tall fence/wall/hedge around the property or apiary.
    iv. The location of the on-site water source.
    v. Self-attestation that the applicant has completed a training/certification course on beekeeping.
6. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of bees based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

D. Chicken Keeping.

1. No property may keep chickens without first obtaining a ministerial permit from the Community and Economic Development Department.
2. Any property which keeps or maintains chickens shall provide an adequate enclosure.
3. The enclosure must be a minimum size of ten (10) square feet of permeable land per chicken.
4. The enclosure must provide protection for the chickens from the elements, and to prevent wildlife or other predators from gaining entry.
5. Chicken enclosures or related structures may be located in the side or rear of the property but shall not be located in the front yard.
6. Chicken coops/runs/enclosures shall be at least 10-feet from any side or rear property line.
7. Chickens must be provided proper feeding and water at intervals not longer than twelve (12) hours apart.

8. Coops, pens, enclosures or yards where chickens are kept must be maintained in a clean and sanitary condition. Manure or other debris shall be removed from such enclosures daily.
9. Each application for the keeping of chickens shall be on a City-provided form and shall include the following information and documentation:
    i. The property address where chicken keeping is proposed.
    ii. Property owner authorization.
    iii. A site plan showing the location on the parcel where the enclosure/coop/run will be located.
    iv. Self-attestation that the applicant has completed a training/certification course on keeping of chickens.
10. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of chickens based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

E. Domesticated animals such as horses, mules, cows, goats, or sheep may be kept only within the A Overlay Zone subject to the requirements of Section 19.312.030.

F. Animals may be kept in an educational institution for the purpose of instruction, provided such animals are securely confined and properly cared for in a manner satisfactory to the Orange County poundmaster;

G. Limitations.

1. No person shall keep, maintain, or permit on any lot, parcel of land or premises under his or her control, any animal which by any sound or cry disturbs the peace and comfort of the inhabitants of the neighborhood or interferes with any person in the reasonable and comfortable enjoyment of life or property. Nor, shall any person maintain any animals in such a manner as to cause the breeding of flies or the creation of obnoxious odors, or in any manner which becomes or is a nuisance or health hazard.

2. All animals shall be kept under control at all times by leash, fences, pens, corrals, cages, or suitable enclosures within buildings.

3. All animal-keeping structures shall conform to any applicable zoning and building code requirements.

4. Any premises where animals are kept shall be open to reasonable inspection by City personnel and other public officers have responsibility for enforcement of animal-control regulations.

19.348.060 Agricultural Use.

A. Findings and Purpose. It is found that an agricultural use as a commercial enterprise may provide an acceptable interim land use for certain undeveloped or under-utilized properties within the City. The purpose of this section is to minimize any adverse effects with the surrounding properties.

B. Uses Permitted. Except for properties designated with the A - Agricultural Overlay Zone, the type and extent of agricultural uses, as well as any related uses, shall be established and restricted by the terms of a conditional use permit.

C. Site Requirements.

1. Except for property designated with the A – Agricultural Overlay Zone, the minimum lot area for an agricultural use shall be 4 acres.

2. The site for an agricultural use shall have a minimum frontage of 150 feet along a roadway with a capacity of a secondary highway or greater, as designated in the Buena Park General Plan.

D. Development Standards. All development standards including, but not limited to, building design and materials, setbacks, and parking improvements shall be determined through the conditional use permit process.

19.348.070 Emergency Shelters.

A. Emergency shelters are permitted in the RS-6 zone as an incidental use to a religious assembly.

B. The maximum number of beds/persons permitted to be served nightly shall be based on the individual capacity of the building and overall facility and shall not be less than 50 square feet per person served. Shelters are limited to 30 occupants per site as a principal permitted use, consistent with Cal. Gov't Code Section 65583(4)(A).

C. Maximum stay at the facility shall not exceed 180 days in a 365-day period.

D. Facility location shall be within a 1/2 mile radius from an OCTA bus stop, as measured from the property line.

E. The proximity to other emergency shelters shall be a minimum distance of 300 feet.

F. A minimum of 1 staff member per 15 beds shall be awake and on duty when the facility is in operation.

G. A minimum of one (1) parking stall for every eight (8) beds and one (1) covered and secure bicycle parking space for every four (4) beds. Parking requirements may be waived if the emergency shelter is located within ½ mile of a High Quality Transit Corridor (HQTC), although one (1) space per employee is recommended.

1. Exceptions. An Emergency Shelter may propose fewer parking spaces if the Emergency Shelter can demonstrate by a parking study that the proposed parking will satisfy the anticipated parking demand for the project to the satisfaction of the Public Works Department. In any case, the required parking for an Emergency Shelter shall not be more than that which is required for similar residential or commercial uses within the zone.

H. Exterior lighting shall be provided for the entire outdoor area of the site consistent with the provisions of Section 19.536.070(G).

I. On-site client waiting and intake areas shall be located internally in the building where feasible. If not feasible, a waiting area shall be provided which contains a minimum of 10 square feet per bed provided at the facility. The waiting area shall be in a location not adjacent to the public right-of-way, shall be visually separated from public view by minimum 6-foot-tall visually screening mature landscaping or a minimum 6-foot-tall decorative masonry wall, and shall provide consideration for shade/rain provisions.

J. The emergency shelter manager shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.

K. Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view. Any outdoor storage areas provided shall be screened from public view by a minimum of 6-foot-tall visually screening mature landscaping or a minimum 6-foot-tall decorative masonry wall.

L. A private storage area or closet shall be provided with each on-site bed. At no time shall any client of an emergency shelter be allowed to keep on-site any alcoholic beverages or store any type of illegal substances, drugs, and/or firearms of any kind. The manager of the emergency shelter shall conduct routine inspections of each on-site client's personal space to verify compliance with this section.

M. Facility improvements shall additionally provide:

1. A minimum of 1 toilet for every 10 persons.

2. A minimum of 1 shower for every 8 persons.

3. A minimum of 1 hand-washing station for every 10 persons.

4. Private shower and toilet facility for each area designated for use by individual families.

N. An operational plan shall be provided for the review and approval of the Community and Economic Development Director. Plans may be required to address additional specific needs as identified by the Director. The approved operational plan shall remain active throughout the life of the facility and updated as necessary. At a minimum, the plan shall contain provisions addressing the topical areas outlined below:

1. Security and safety - addressing both on- and off-site needs, including provisions to address the separation of male/female sleeping areas as well as any family areas within the facility;

2. Loitering control - with specific measures regarding off-site controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on-site;

3. Management of outdoor areas - including a system for daily admittance and discharge procedures and monitoring of waiting areas with a goal to minimize disruption to nearby land uses;

4. Staff training - with objectives to provide adequate knowledge and skills to assist clients in obtaining permanent shelter and income;

5. Communication and outreach with objectives to maintain good communication and response to operational issues which may arise from the neighborhood, City staff, or the general public;

6. Screening of clients for admittance eligibility - with objectives to provide first service to Buena Park residents;

7. Counseling programs to be provided with referrals to outside assistance agencies, and provide an annual report on this activity to the City; and

8. Litter control - with an objective to provide for the timely removal of litter attributable to clients within the vicinity of the facility.

O. The facility may provide the following services in a designated area separate from sleeping areas and restrooms:

1. A recreation area either inside the shelter or in an outdoor area visually separated from public view by a minimum six (6) foot tall visually screening decorative wall or fence;

2. A counseling center for job placement, educational, health care, legal, or mental health services;

3. Laundry facilities to serve the number of clients at the shelter;

4. Kitchen for the preparation of meals and dining area;

5. Client storage area (i.e., for the overnight storage of bicycles and personal items); or

6. Similar services geared to homeless clients.

19.348.080 Residential Short-Term Rentals.

A. Scope, Purpose and Findings. The purposes of this section are to:

1. Document the procedures and regulations that govern the application for, and the issuance and implementation of, permits for the operation of any residential short-term rental use within the City.

2. Establish that transient occupancy uses are not permitted or conditionally permitted in residential or nonresidential zoning districts, unless either: (a) the City has approved a hotel use in a nonresidential zoning district pursuant to Title 19; or (b) the City has approved a short-term rental permit pursuant to this section.

B. Definitions.

Advertise.
"Advertise" means any communication that induces or encourages any person to rent for transient occupancy purposes, or that provides information (to any person) that promotes the availability to rent for transient occupancy purposes, any building in the City.

Applicant.
"Applicant" means any person, who seeks approval of a short-term rental permit under the authority of this section.

Authorized agent.
"Authorized agent" means the person specifically authorized by a short-term rental host in lieu of themselves as the 24-hour emergency contact for a lawfully operating short-term rental.

Bedroom.
"Bedroom" means a room within a dwelling unit, other than a kitchen, living room or dining room, which could be used for sleeping purposes, is provided with natural light and natural ventilation, and is separated by a door or archway from the rest of the dwelling unit. "Code" means the Buena Park Municipal Code.

Director.
"Director" means the Director of the Community and Economic Development, or designee.

Enforcement officer.
"Enforcement officer" means the Director, Building Official, Fire Marshall, City Code Enforcement Officer, or any other City employee designated by the Director or City Manager to enforce this section.

Guest.
"Guest" means an invitee of a renter or other person visiting a renter of a short-term rental unit who is not listed on the rental agreement.

Host.
"Host" means a person or persons holding fee title to the real property that is the subject of a short-term rental permit and to whom the short-term permit is issued.

Owner.
"Owner" means a person or persons, not a corporation or a limited liability company, holding fee title to the real property.

Renter.
"Renter" means a person or persons, not a host, who have lawfully obtained the exclusive use and possession of the short-term rental property or portion thereof from its host or authorized agent.

Resides.
"Resides" means legal residence, also referred to as primary residence of a property owner, as reflected in title records, as evidenced by homeowner's exemption, voter registration, vehicle registration, or similar means.

Short-term rental.

"Short-term rental" means the renting of any portion of any structure or residential dwelling unit for a period of not less than 12 hours and for a maximum of 29 consecutive days to a particular occupant. A short-term rental shall not be considered as a hotel, extended stay hotel, motel or corporate apartment.

Short-term rental unit.
"Short-term rental unit" means the structure or residential dwelling unit in which the short-term rental use is permitted to operate, pursuant to a permit issued in accordance with this section.

Sign.
"Sign" shall have the same meaning as the term used in Title 19 Division 9 of this Code.

Transient occupancy.
"Transient occupancy" shall have the same meaning as the term is used in Chapter 3.16 of this Code.

C. Short-Term Rental Eligibility.

1. **Qualified Dwelling Unit.** A qualified dwelling unit is a structure that has been legally permitted by the City as a habitable space. Accessory dwelling units (ADU) are not considered qualified dwelling units and may not be operated as Short-Term Rentals (STR). The table below list examples of some common permitted structures and their eligibility for STR use.

Qualified for STR Use	Not Qualified for STR Use
• Single-Family Dwelling or portions thereof	• Garage • Storage Room • Pool house • ADUs or JADUs • Live/Work Units/Spaces • Campers/RVs • Treehouse

D. Short-Term Rental Permit Application. No short-term rental may operate without a permit as required by this Section 19.348 of the Buena Park Municipal Code.

1. The Director shall accept written applications for short-term rental permits in accordance with this section. The Director shall make a decision and provide that decision in writing within 6 weeks of the date of receipt of a complete application.

2. Each application for a short-term rental permit shall be on a City-provided form and shall include the following information and documentation, signed by the host, and otherwise in a form acceptable to the Director:

   a. Location of real property where a short-term rental use is proposed.

   b. Identity of the host(s) of the real property on which the short-term rental is proposed (include the name, mailing address, email address, and 24-hour telephone number). Identity of the authorized agent on behalf of the host (include the name, mailing address, email address, and telephone number).

   c. Provide adequate documentation such as driver's license, voter registration, vehicle registration, utility bills, or property tax records showing name of the host(s) and the short-term rental property address that establishes the host resides at the short-term rental unit as their primary residence.

d. A sketch of the floor plan, which identifies sleeping areas, proposed maximum number of guests, evacuation route(s), location of fire extinguisher(s), and approximate square footage in the short-term rental unit.

e. The maximum number of vehicles allowed for overnight occupants, including host's and other long-term residents' vehicles and location of designated on-site parking spaces. All required garage spaces will be used for storage of operable vehicles.

f. Written acknowledgement and agreement that the owner(s) have read and agree(s) to all regulations pertaining to the operation of a short-term rental, including this section, the City's business license requirements (Title 5 of this Code), the City's transient occupancy tax requirements (Chapter 3.16 of this Code), and any additional administrative regulations promulgated by the Director to implement this section.

g. Copy of the standard rental agreement to be used by the short-term rental host, including 'house rules', and any associated materials as required by subsection E.5 of this section. Written acknowledgement and agreement that claims, requests, objections and arguments not set forth in the short-term rental permit application, prior to the final decision on the permit, are and shall be deemed waived to the maximum extent permitted by law.

h. Written agreement that any and all use of the property for short-term rental/transient occupancy purposes shall cease upon the expiration or revocation of the short-term rental permit.

i. Written agreement to hold harmless, indemnify and defend the City, its elected officials, officers, employees, contractors, volunteers, and agents, against any and all claims and liabilities arising out of, or related to the issuance of the short-term rental permit, to the maximum extent permitted by law.

j. Declaration under penalty of perjury that the information submitted is accurate and truthful, and that the applicant agrees to comply with all conditions of the permit and this section.

k. Payment of the application and processing fee established by City Council resolution based on the City's estimated reasonable costs to process and review the application materials, and to mail notice to property owners within 300 feet.

l. Previous active or expired short-term rental permits on the property.

m. Letter of No Objection from the Home Owner's Association (if applicable).

n. Any other information that the Director deems reasonably necessary to administer this section.

3. Applications shall not be considered complete until all documentation required under this section has been submitted, and until the full application and permit fees have been paid. Incomplete applications will not be processed.

E. Decision on Application. The Director shall process and evaluate permit applications pursuant to this section.

1. If the Director determines that an applicant has failed to satisfy the application requirements of subsection C of this section, the Director shall provide written notice to the applicant that the application has been denied and the basis for the denial.

2. Director will mail notice of applicant's request to property owners within 300 feet of the subject property. The Director will consider any written comments received within 10 days of the mail of the notice, in his or her decision on the application.

3. Property line of the property that is the subject of the permit application shall not be within 300 feet of the nearest property line of any other short-term rental (approved or conditionally approved by the Director pursuant to this section).

4. If the Director determines supplemental evidence at a public hearing is warranted in order to determine whether an applicant will adequately mitigate potential adverse impacts to the public health, safety, or welfare due to substantial concerns raised by neighbors, or to evaluate the impacts of a concentration of uses, under subsection E.3 above, the Director shall notice a public hearing of the Planning Commission. The Planning Commission is authorized to deny, approve, or conditionally approve the permit in accordance with the criteria set forth in this section, particularly subsection D of this section. The Planning Commission's decision shall be final.

5. If the Director determines that an applicant has satisfied the application requirements of subsection D of this section, and that the applicant has borne the burden of proving that the applicant will adequately mitigate potential adverse impacts on the public health, safety, and welfare, the Director shall provide written notice to the applicant that the short-term rental permit is approved or conditionally approved, subject to compliance with the conditions identified by the Director in the notice. The conditional short-term rental permit shall be effective upon receipt of the applicant's written agreement to comply with all permit conditions set forth in the notice, and all requirements of this section and such date shall be set forth in the permit.

6. Upon the Director's receipt of the signed agreement, the Director shall provide written notice to all property owners within 300 feet of the conditional or otherwise, approval of the short-term rental permit, which shall include the following:

    a. A concise summary of the terms of the permit, including: (i) the maximum number of occupants permitted to stay in the short-term rental unit; (ii) any special conditions or restrictions applied to the short-term rental permit; and (iii) how to obtain a complete copy of the permit and this section.

    b. The City's Code Enforcement telephone number at which members of the public may report violations of this section, the short-term rental permit, and any permit conditions.

F. Conditions Applicable to Permits. Each short-term rental permit issued pursuant to this section shall be subject to all of the following requirements:

1. Short-term rentals are permitted in single-family residential dwelling unit only. Use of portions of a unit for "day-use" for portions of a day shall not be permitted.

2. The host is required to reside on the property on which the short-term rental is located. Further, a sleeping area must, at a minimum, include shared use of a full bathroom.

3. The host shall comply with all requirements of and be subject to the Business License Fees (Title 5 of this Code) and the Transient Occupancy Tax (TOT) (Chapter 3.16 of this Code) for the short-term rental use. The TOT may be remitted by the hosting platform on behalf of the host. The host shall have the duty and liability to ensure timely remittance of the TOT to the City in compliance with Chapter 3.16 of this Code.

4. The host shall permit the Enforcement Officer to conduct an annual inspection of the short-term rental premises to confirm compliance with this section. The City shall notify the permittee of the scheduled inspections at least 2 weeks in advance.

    a. The property address shall be visible from the street and in contrasting colors for quick identification by emergency responders.

    b. Smoke detectors shall be installed per the California Building Code.

c. No double keyed dead bolts may be installed on exit doors.

d. A fully charged, portable fire extinguisher shall be provided in an easily accessible and clearly designated area.

e. Exit doors may not be obstructed and/or prohibited from fully opening.

f. Clearance from ignition sources such as luminaries, heaters and flame-producing devices shall be maintained in an approved manner.

g. Hot ashes or coals shall be disposed in a metal container with a tight-fitting lid and kept a minimum of 10 feet from any structures.

h. Wood burning fire pits are not allowed.

i. No electrical wiring may be exposed or open in any outlet, switch or junction.

j. The electrical breaker box shall be labeled for distribution to appliances and may not contain any open slots.

k. There shall be no unpermitted improvements or modifications to the home or garage.

l. An informational packet of emergency numbers shall be prepared for renters to direct them in the event of an emergency.

m. Each bedroom that is a part of the short-term rental use shall have an emergency escape or rescue exit plan posted.

n. All swimming pools and spas must meet 2 of the 7 safety features listed below, as defined in Article 2.5 of the State of California Health and Safety Code.

    i. An enclosure that meets the requirements of California Health and Safety Code Section 115923 and isolates the swimming pool or spa from the private single-family home.

    ii. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

    iii. An approved safety pool cover, as defined in subdivision (d) of California Health and Safety Code Section 115921.

    iv. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

    v. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

    vi. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain

distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

vii. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

5. Short-term rental host shall be responsible for informing their renters of the "house rules." Such rules shall, at a minimum, include rules as explained in this paragraph. As part of the application for rental, the prospective renter shall sign an agreement acknowledging the house rules and promising to comply with the following:

   a. A copy of the house rules, and the short-term rental permit shall be posted in a prominent location inside the short-term rental unit.

   b. The permittee shall provide access to the garage of the residence if that area has been included in the determination of the number of available on-site spaces for renters.

   c. It is the intent of the City to enforce all applicable provisions of State law related to the provision for emergency vehicle access. Accordingly, no limousine or bus parking, and no stopping without the driver's presence, shall be allowed in any manner that would interfere with emergency vehicle access. In the event of an emergency, the vehicle driver shall immediately move the vehicle from the emergency access area.

   d. Renter and/or guests of the short-term rental unit shall maintain the property free of debris both on-site and in the street. Trash cans shall be maintained in a clean and sanitary manner in conformance with this Code. Trash cans shall not be placed on the street prior to 24 hours before pick up day and shall be promptly removed from the street following service.

   e. Quiet times shall be from 10:00 p.m. to 7:00 a.m.

   f. The renters and/or guests of the short-term rental shall not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise or disorderly conduct. Further, the permittee shall contact the Police Department in the event renters or guests fail to comply with this subsection.

   g. No short-term rental unit may be used for any wedding, auction, commercial function, or other similar event that is inconsistent with residential uses permitted by this Code.

   h. Pets may be permitted by the short-term rental business host, provided the pet is attended to at all times and has current vaccinations.

   i. Discharge of fireworks is prohibited except on the 4th of July, between the hours of 10:00a.m. and 10:00p.m.

   j. Maximum occupancy permitted within the active short-term rental permit.

6. No person shall advertise the use of a building in a residential or nonresidential zoning district of the City for a transient occupancy use unless: (a) the use is a hotel use in a nonresidential zoning district approved by the City pursuant to Title 19; or (b) there is a current City issued short-term rental permit for the property. All advertisement for short-term rentals must include the City issued short-term rental permit number.

7. There shall be no signs or other structures except those permitted for a dwelling use in the zone.

8. Pools and hot tubs shall have the hours of operation clearly posted adjacent to the facility. Hours shall comply with the hours set forth in subsection F.5.e.

9. Lighting on premises shall be directed, controlled, screened, or shaded in such a manner as not to shine directly on surrounding premises. Lighting on premises shall be controlled so as to prevent glare on driveways, walkways, and public thoroughfares. The use of unshaded clear bulbs in exterior lighting is prohibited.

10. A short-term rental shall not operate on a property where an accessory dwelling unit exists. A short-term rental permit shall become void upon approval of an accessory dwelling unit on a property.

11. Structures not built for habitable use such as but not limited to tents, trailers, tree houses, garage, storage shed; or temporary structures such as recreational vehicles shall not be used for short-term rentals or to satisfy the host occupant requirement of this section.

12. A host shall maintain liability insurance of not less than $1,000,000.00 to cover each short-term rental unless such short-term rental is offered through a hosting platform that maintains equal or greater coverage.

13. Maximum occupancy of a residential unit with an active short-term rental permit shall be limited to 2 adults per bedroom and 2 additional adults for the entire unit. There is no occupancy limitation on the number of accompanied children under the age of 18.

14. All short-term rental hosts must maintain a detailed and accurate record of their guest information pertaining to hosting dates, and financial documentation, and make this information available to relevant authorities upon request. Hosts must keep this record for 5 years and may be audited to ensure tax compliance.

15. For each short-term rental use:

    a. The host or the authorized agent must be available to the Enforcement Officer and the renter, by telephone 24 hours per day, 7 days per week when the short-term rental is rented.

    b. The host or authorized agent must be on the premises of the short-term rental unit within one hour of being notified (by a renter, or by the Director or Enforcement Officer) that there is a need for the host or the authorized agent to address an issue of permit compliance or the health, safety, or welfare of the public or the renter.

16. Only one short-term rental permit within the City, per individual shall be in effect at any time.

G. Restrictions on Permit Transfer. Each short-term rental permit issued in accordance with this section shall be personal to the host to whom the permit is issued, and no person shall transfer, or attempt to transfer, the permit to any other person, unless the transfer is made in accordance with this section. Any attempt to transfer a short-term rental permit, or use a transferred short-term rental permit, that is not transferred in accordance with this section shall be void, and shall constitute a violation of this Code.

1. A short-term rental permit shall not be transferred by any person.

2. If the residence is sold to a new owner, the permit is void and the new owner will need to apply for a new short-term rental permit in their own name.

3. If the permit requires a name change due to a partial change in ownership, the new owner(s) can be added or removed from the permit by written notice to the Director. The written notice must include the reason for the change, documentation partial change in ownership, such as marriage certificate, divorce decree etc., the name(s) and contact information to be removed and the name(s) and contact

information to be added. All parties on the current permit and any new parties, must sign and the document must be notarized.

H. Permit Renewal and Annual Review.

1. Unless revoked by the Director earlier pursuant to this section, a permit to operate a short-term rental expires 3 years after the date of its issuance.

2. A host shall apply for renewal prior to the expiration of the permit on a form provided by the Director no later than 30 days prior to its expiration. The host shall update the information contained in the original permit application required per this Section, if any information has changed. The host shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications, or that any information that has been updated is accurate and complete.

3. An application for permit renewal received after the expiration of the current permit shall be treated as an application for a new permit set forth in this section.

4. The Director shall follow the procedures set forth in this chapter when determining whether to renew a permit.

5. Upon expiration of any short-term rental permit, it shall be of no further force, validity or effect, and use of the property for transient occupancy purposes shall cease.

6. An annual inspection shall be conducted. The host shall submit to the Director the annual inspection fee along with all of the information set forth in this section.

    a. The host shall pay the annual inspection fee established by City Council resolution based on the City's estimated reasonable costs to perform the annual inspections identified in this section.

    b. The host shall comply with the requirements of subsection E.

    c. The host shall document compliance with all requirements of the Business License Ordinance (Title 5 of this Code).

    d. The host shall provide evidence of compliance with all requirements of the Transient Occupancy Tax Ordinance (Chapter 3.16 of this Code), as may be required by the Director. The host shall also document each date on which the short-term rental was rented during the previous term of the permit (if applicable).

I. Director's Action Following Annual Inspection. Following an annual permit inspection:

1. If the Director determines that the host is in compliance with all requirements of this section and the permit, the Director shall provide written notice to the host and authorized agent that the inspection passed.

2. If the Director determines that the host has failed to comply with this section or the permit conditions, the Director shall provide written notice of the inspection failure, listing what defects were found. The host shall be allowed to remedy any defect as identified by the Director, by submitting proof of remedy within 30 days. If the permittee does not submit proof of remedy within 30 days, subsection K of this section shall be followed.

J. Permit Modification, Suspension, or Revocation.

1. At any time during the term of a short-term rental permit, the Director may modify, suspend, or revoke the short-term rental permit (or pursue any other remedy set forth in Title 1 of this Code), if the Director makes any of the following findings:

    a. A short-term rental use is detrimental to the public health, safety, or welfare; or

    b. The host has provided false or misleading information in connection with any submittal required under this section or this Code; or

    c. The host is in violation of, or has failed to comply with, any requirements of this section, the permit terms and conditions, this Code, or any State or Federal law; or

    d. If the host has not rented the short-term rental for a minimum of 10 total days within any 12-month period.

2. In the event the Director finds any of the above findings and orders the modification, suspension, or revocation of a short-term rental permit (whichever the case may be), the Director shall provide written notice to the permittee of his or her decision by certified mail to the name and address listed on the permit.

K. Violation and Penalties.

1. It is unlawful for any person to violate any provision or fail to comply with any requirement of this section. Any person who violates any provision of this section, or fails to comply with any obligation or requirement of this section, or who fails to comply with any order or notice issued pursuant to the provisions of this section, is guilty of a misdemeanor offense punishable in accordance with Chapter 1.04 of this Code. Nothing in this section shall prevent the city attorney or city prosecutor from prosecuting a violation of this chapter as an infraction, at his or her discretion, as set forth in Chapter 1.04 of this Code.

2. Each violation of this section shall be a separate offense for each and every day, or part thereof, during which a violation of this section, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

3. In addition to the remedies set forth in this section, any person who violates any provision of this section, or fails to comply with any obligation or requirement of this section, or who fails to comply with any order or notice issued pursuant to the provisions of this section, is subject to any and all civil and administrative penalties and remedies authorized under Chapter 1.04 of this Code.

4. Public Nuisance. In addition to the penalties provided by this section, any condition or activity caused or permitted to exist in violation of any provision, restriction, or requirement of this section or any notice, order, or permit issued pursuant to this section, shall be deemed a public nuisance and may be summarily abated by the city by any and all means (civil, administrative, and/or equitable) as provided by law or in equity.

L. Appeals. Any determination made by the Director pursuant to this section shall be final unless appealed pursuant to the requirements of this section.

1. Any decision by the Director to approve, conditionally approve, or deny a permit application, or to modify, suspend, or revoke a permit, or to impose any penalty or undertake any enforcement action permitted herein, may be appealed only to the Planning Commission. A written appeal must be received by the Director within 10 business days of the date the appealed decision was rendered or action was taken. Upon receipt of an appeal within 10 working days, the Director will schedule a public hearing before the Planning Commission. The Planning Commission may affirm, reverse, or conditionally reverse the Director’s decision and the Planning Commission’s decision shall be final.

2. Failure to file an appeal within 10 business days of the date the appealed decision was rendered, or action was taken shall constitute a waiver of the appeal and a failure to exhaust administrative remedies, and shall preclude any and all relief and claims arising in connection with the determination by the Director pursuant to this section.

19.348.090 Urban Lot Splits (SB-9)

A. Purpose. The purpose of this section is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

B. Definition. An "urban lot split" means the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

C. Application.

1. Only individual property owners may apply for an urban lot split. "Individual property owner" means a person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
2. An application for an urban lot split must be submitted on the city's approved form. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
3. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

D. Approval.

1. An application for a parcel map for an urban lot split is approved or denied ministerially, by the Public Works Director, without discretionary review.
2. A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this Chapter. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements. The tentative parcel map expires three months after approval if not recorded.
3. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
4. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

E. Requirements. An urban lot split must satisfy each of the following requirements:

1. **Map Act Compliance.**
    i. The urban lot split must conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code § 66410 et. Seq., "SMA"), including implementing requirements in this code, except as otherwise expressly provided in this section.
    ii. If an urban lot split violates any part of the SMA, the city's subdivision regulations, including this section, or any other legal requirement:
        1. The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
        2. The city has all the remedies available to it under the SMA.

iii. Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

2. **Zone.** The lot to be split is in a single-family residential zone (RS-6, RS-8, RS-10 and RS-16).

   Lot Location. The lot to be split is not located on a site that is described by any of subparagraphs of California Government Code Section 65913.4(a)(6)(B)–(K) which includes Very High Fire Hazard Severity Zones
3. **Not Historic.** The lot to be split must not be a historic property or within a historic district.

4. **No Prior Urban Lot Split.**
   i. The lot to be split was not established through a prior urban lot split.
   ii. The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner.

5. **No Impact on Protected Housing.** The urban lot split must not require or include the demolition or alteration of any of the following types of housing:

   i. Housing that is income-restricted for households of moderate, low, or very low income or housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.
   ii. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
   iii. Housing that has been occupied by a tenant in the last three years. The applicant and the owner of a property for which an urban lot split is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. **Lot Size.**
   i. The lot to be split must be at least 2,400 square feet.
   ii. The resulting lots must each be at least 1,200 square feet (Two (2) lots maximum after SB-9 subdivision).
   iii. One (1) lot shall not be less than forty (40) percent of the lot area of the original lot. Each lot is allowed to contain up to two (2) units in one (1) or two (2) primary dwellings.

7. **Easements.**
   i. The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
   ii. Each easement must be shown on the tentative parcel map.
   iii. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved.

8. **Lot Access.** Each resulting lot must have access to or adjoin the public right of way and each have at least 10 feet of frontage on a public right of way.

9. **Separate Conveyance.**
   i. Within a resulting lot.
      1. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
      2. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.

3. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

ii. Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

19.348.100 Two-Unit Developments (SB-9)

A. Purpose. The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.

B. Definition. A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

C. Application.

1. Only individual property owners may apply for a two-unit project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
2. An application for a two-unit project must be submitted on the city's approved form.
3. The applicant must provide evidence to the City that the subject lot has been legally subdivided as part of the application submittal.
4. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
5. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

D. Approval.

1. An application for a two-unit project is approved or denied ministerially, by the Community and Economic Development Director, without discretionary review.
2. The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents have been recorded, such as the deed restriction and easements.
3. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
4. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

E. Requirements. A two-unit project must satisfy each of the following requirements:

1. **Map Act Compliance.** The lot must have been legally subdivided.

2. **Zone.** The lot is in a single-family residential zone.

3. **Lot Location.** The lot is not located on a site that is described by any of subparagraphs 65913.4(a)(6)(B)–(K).

4. **Not Historic**. The lot must not be a historic property or within a historic district.

5. **No Impact on Protected Housing.** The two-unit project must not require or include the demolition or alteration of any of the following types of housing:

    a. Housing that is income-restricted for households of moderate, low, or very low income.
    b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
    c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
    d. Housing that has been occupied by a tenant in the last three years. The applicant and the owner of a property for which a two-unit project is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. **Unit Standards.**

    a. Quantity.
        i. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
        ii. A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city's ADU ordinance.

    b. Unit Size.
        i. The total floor area of each primary dwelling built that is developed under this section shall not be less than 500 square feet and shall not exceed 800 square feet.
        ii. A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.
        iii. A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

    c. Height Restrictions.
        i. On a lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
        ii. On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the step-back.
        iii. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

    d. Demo Cap. The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

e. Lot Coverage. The maximum building coverage of net lot area for all single-family residential zones shall be 40 percent. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

f. Setbacks.
    i. Generally. All setbacks must conform to the setbacks that are imposed through the underlying zone except as follows:
        1. Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
        2. Interior Side Yard and Rear Yard Setbacks. Dwelling units shall provide a minimum of four (4) feet interior side yard and rear yard setbacks from the property line.
        3. Corner Lot Setbacks for side yards abutting a street. Dwellings that are constructed pursuant to this Chapter must provide setbacks at least 10-feet from the side yard abutting a street.

g. Parking. Each new primary dwelling unit shall provide a maximum of one (1) off-street parking space per unit that is 800 square feet or less, unless the dwelling is located within ½ mile from a high-quality transit corridor or one (1) block from a car share vehicle location as those terms are defined in Subdivision B of Section 21155 of the Public Resources Code or a Major Transit Stop as defined in Section 21064.3 of the Public Resources Code.

h. Privacy. These standards are designed to provide privacy between primary living spaces of buildings on each side of an original interior side or rear lot line. Windows and balconies along the side of a building within six (6) feet of an original interior side or rear lot line are subject to these standards.

    i. Primary living spaces adjoining an interior side or rear setback shall either:
        1. Orient principal/main windows/glazed openings toward the front and rear of the building, away from interior side or rear lot lines; or
        2. Set the window/glazing openings:
            a. Perpendicular to interior side or rear lot lines; or
            b. More than six (6) feet from interior side or rear lot lines
    ii. Windows and balconies openings within six (6) feet of an interior side or rear lot line shall either:
        1. Have a minimum sill height of 44 inches; or
        2. Place the window at an angle of at least 30 degrees, measured perpendicular to the adjacent side or rear lot line.

i. Building Types. Division 3 permits single-family homes and accessory dwelling units, and objective design standards are provided for those building types herein. Two-Unit Developments are not allowed in single-family zones, unless pursuant to SB-9.
    i. Each lot may have up to two primary building types for a total of two units, using only the allowed building types in this Division. The building types may be combined as allowed by this Section. Alternatively, each lot is allowed one primary building type and an accessory dwelling unit.
    ii. A maximum of two (2) single-family homes are allowed per lot pursuant to SB-9.
    iii. Two-Unit Developments (Side-by-Side or Stacked with an ADU)
        1. Two-Unit Development, Side-by-Side. A Two-Unit Development, side-by-side, may be one (1) or two (2) stories that consists of two (2) side-by-side units, both within a single building massing. A Two-Unit Development, side-by-side, shall have a maximum of two (2) units per building, and one (1) maximum building per lot.
        2. Two-Unit Development, Stacked. A Two-Unit Development, stacked, shall be two (2) stories that consists of two (2) stacked units, both within a single building massing. A Two-Unit Development, stacked, shall have a maximum of two (2) units per building, and one (1) maximum building per lot.

3. General Standards:
    a. Height requirements. See Section 19.348.100.E.6.c.
    b. The building width shall be a maximum of 50 feet and the maximum building depth shall be 40 feet.
    c. Pedestrian access shall be located along the primary street for both units. All buildings not fronting a street shall have their entry connected to the street by a sidewalk.
    d. The entry to buildings located behind the front building(s) that abut an open yard must be located along the open yard.
    e. On corner lots, each unit shall front a different street.

j. Objective Architectural and Design Standards.

    i. The roof pitch/slope and roof style (e.g. hip, gable, mansard, dutch-gable, flat, etc.) of the proposed unit or addition must be the same as the primary dwelling.
    ii. The window style, method of operation (hung, double-hung, slider, casement, etc.), window trim and sills of the proposed unit or addition must be the same as the primary dwelling.
    iii. The exterior of the new dwelling unit must contain a primary material and an accent material which is not the same as the primary material (e.g. wood siding, stucco, brick, stone). The accent material must cover a minimum of twenty-five percent of the street facing elevations.
    iv. The size of the common indoor living areas of a dwelling unit, such as the living room, dining room, kitchen, family room, etc., must be equal to, or greater than, the square footage of bedrooms provided. The square footage of bathrooms, closets, garages or other defined storage spaces may not be counted towards common living area square footage to comply with this requirement.
    v. New two-story structures, including second story additions, shall be stepped back a minimum of five feet from the first floor wall plane on all street facing elevations. No balcony deck or other portion of the second story may project into the step-back.
    vi. Direct exterior access from a first-floor bedroom to the exterior of the dwelling unit may only be through a sliding glass door or double-french doors.
    vii. Water Heaters (excluding tank less water heaters) and Laundry Facilities (Washer and Dryer) may not be located on the exterior of a dwelling unit.
    viii. No window of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

k. Landscaping. All landscaping shall comply with the City's Water Efficient Landscape Ordinance.

l. Nonconforming Conditions. A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

m. Utilities. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.

7. Fire-Prevention Measures.
    a. All dwellings on the site must comply with current fire code requirements.

8. Separate Conveyance.
    a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.
    b. Condominium airspace divisions and common interest developments are not permitted within the lot.
    c. All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.

9. Deed Restriction. The owner must record a deed restriction, acceptable to the city, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
b. Expressly prohibits any non-residential use of the lot.
c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
d. If the lot is not created by an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
e. States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
2. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).

State Law Compliance. Section 19.348.090 and Section 19.348.100 implements Government Code Sections 65852.21 and 66411.7 through objective design standards as provided in 65852.21 (b). All development and/or subdivisions using the standards of the SB-9 must also be in compliance with all other requirements of Sections 65852.21 and 66411.7 of the Government Code not contained in this Division. Where a provision contained in the Municipal Code does not discuss a specific condition or situation that arises, the provisions set forth in SB-9 Law shall apply. In the event of a conflict between these provisions and the provisions of SB-9 Law, whichever is stricter shall prevail.

19.348.110 Cottage Cluster Developments.

A. Purpose. The purpose of this section is to encourage affordable detached cottage cluster developments that include between four (4) and ten (10) smaller single-family residential units arranged around a shared court visible from the street on parcels 20,000 square feet or more in size in the RS-8 and RS-6 zones.

B. Submittal Requirements and Application Processing. Any application for a cottage cluster development shall include a site plan, floor plan, and elevations substantiating and evidencing compliance with all applicable development standards. Cottage cluster developments that do not provide a minimum of 80% affordable housing shall be subject to discretionary review. Where all requirements of this section and the Buena Park City Code are met, the application shall be approved ministerially without discretionary review or public hearing within 60 days of receiving the application for affordable housing exceeding the minimum 80% affordability requirement. The City and applicant may agree to additional time with a written request from the applicant.

C. Development and Objective Design Standards.

1. **Site Dimensions.** The minimum site dimensions for cottage cluster developments in the RS-8 and RS-6 zones is shown in the table below.

Site Dimensions	RS-8	RS-6
Minimum Lot Area (square feet)	24,000 sq. ft.	20,000 sq. ft.
Minimum Street Frontage (lineal feet)	150 ft.	100 ft.
Minimum Lot Width (lineal feet)	150 ft.	100 ft.
Minimum Lot Depth (lineal feet)	150 ft.	100 ft.

2. **Setbacks.** The minimum setbacks for cottage cluster developments are shown in the table below.

Minimum Front Yard Setbacks (Property Line to Dwelling)	20 feet
Minimum Side Yard Setbacks (Property Line to Dwelling)	15 feet
Minimum Rear Yard Setbacks (Property Line to Dwelling)	20 feet
Minimum Setbacks from Dwellings to Parking Lot	15 feet
Minimum Building Separation (Side to Side)	5 feet

3. **Lot Coverage.** The lot coverage for cottage cluster developments shall not exceed 60%.

4. **Building Height.** The maximum building height shall not exceed two (2) stories or thirty (30) feet, whichever is less. Building projections shall meet the requirements set forth in Section 19.320.020.

5. **Density.** Density requirements shall be pursuant to the density standards of the underlying zone. Cluster bonuses may be applied to cottage cluster developments, although the number of units per cottage cluster on a single parcel shall not exceed ten (10) units in any RS zone.

6. **Floor Area.** The minimum floor area for each cottage cluster unit within the development shall be a minimum of 600 square feet and a maximum of 1,200 square feet. Attached garages are not required. If an attached garage is provided, the floor area shall not be less than 1,200 square feet. The attached garage shall be included as part of the minimum floor area requirement.

7. **Parking.** The cottage cluster development is exempt from minimum parking requirements if the development is located within a half-mile from public transit or located within one (1) block of a dedicated car share lot.

    i. Garage parking is not required. If garage parking is provided, each unit shall maintain a minimum 400 square-foot garage consisting of 2 parking spaces 10 feet in width and 20 feet in length. Garages shall not be shared by more than one (1) cottage cluster unit. Garages shall be attached to the cottage cluster unit but shall not abut common open spaces. Parking may

also be located in the driveway in front of the garage provided that the driveway has a minimum width of 8 feet per space and minimum length of 20 feet and is not shared with any other unit.

ii. On-site parking for cottage cluster developments shall provide a minimum of one (1) parking space per unit with up to two (2) bedrooms, two (2) parking spaces per unit with three (3) bedrooms, and three (3) parking spaces per unit with four (4) bedrooms or more. Guest parking shall provide a minimum of 0.5 parking spaces per unit, regardless of the number of bedrooms.

iii. Parking Lots.
   1. Parking spaces in a parking lot on-site shall be provided in clusters of up to eight (8) spaces. Parking clusters shall be separated by a minimum four (4) foot landscaped buffer.
   2. Parking lots shall be setback at least ten (10) feet from the property line.
   3. Screening shall be required between clustered parking areas and public streets, common courtyards, and existing single-family residential.
   4. Landscaping, fencing, or walls at least three (3) feet tall shall separate parking areas and parking structures from common courtyards and public streets.

8. **Cottage Orientation.**

i. Each cottage cluster unit shall either abut a common courtyard or shall be directly connected to the common courtyard by an ADA compliant pedestrian path, and shall meet the following standards:

   1. A minimum of 50% of the cottage cluster units within a cottage cluster development shall be oriented to the common courtyard and shall:

      a. Have a main entrance facing the common courtyard, as applicable.

      b. Be within ten (10) feet of the common courtyard, measured from the façade of the cottage cluster unit to the nearest edge of the common courtyard.

      c. Be connected to the common courtyard by a pedestrian path.



Figure F. Example of a small lot single-family cluster development.

   2. Cottage cluster units within twenty (20) feet of a street property line may have their entrances facing the street.

   3. Cottage cluster units not facing the common courtyard or the street, shall have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

9. **Common Courtyard.**

i. The minimum common courtyard shall be 150 square feet per cottage cluster unit.

ii. The common courtyard shall be a single compact, continuous, central open space, that has a minimum width of fifteen (15) feet.

iii. The common courtyard shall be developed with a mix of landscaping and lawn area, recreational amenities, hard-surfaced pedestrian paths, and/or paved courtyard area. Impervious elements of the common open space shall not exceed 70 percent of the total common courtyard area.

iv. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

10. **Community Buildings.** Single-family cluster developments may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, daycare, or community eating areas. Community buildings shall require a conditional use permit.

Division 4 – Multi-Family Zones

Chapter 19.404 Purpose and Description of Multifamily Residential Zones

19.404.010 Purpose and General Plan Consistency.

The General Plan outlines goals and objectives regarding multi-family residential uses and development. The purpose of this Division is to implement those General Plan goals and objectives that relate to multi-family residential land uses.

19.404.020 Description of Zones.

The following multi-family residential zones, with their general purpose as indicated, have been created to implement the goals, objectives, and multi-family residential land use designations of the General Plan.

A. RMH, Mobile Home Park Zone. For the development and preservation of mobile home park communities which are attractive for permanent residence and include the facilities and services for such residence.

B. RM-10, Low-Density Multi-family Residential Zone. For the development and preservation of relatively low-density garden apartments, town houses, condominiums, and other forms of attached dwellings in an attractive environment, with outdoor areas for both private and common use.

C. RM-20, Medium-Density Multi-family Residential Zone. For the development and preservation of medium-density apartments, condominiums, and group quarters in locations convenient to community commercial, recreational, and cultural activities.

D. PD, Planned Development Zones. To provide for land uses and development standards to be tailored to individual sites. This land use designation requires that a master plan be prepared for each area so designated. The master plan must discuss development phasing, development intensities, amenities, design, and how the development is to conform with the guiding principles included in the Land Use Element of the General Plan for each area designated as Planned Development. It is intended to preclude incremental development which may be detrimental to the whole.

E. Housing Incentive Overlay (HIO) Zones. The HIO Zones includes six (6) Overlays that serve to implement the Housing Element's goal of providing new housing that addresses affordable housing needs by establishing objective design criteria for designated housing opportunity sites. The Housing Incentive Overlays include Mixed-Use Overlay-45, Mixed-Use Overlay-60, Mixed-Use Overlay-100, Housing Opportunities Overlay, Religious Congregational and Fraternal Overlay, and Hotel/Motel Conversion Overlay. The HIO Zones have been applied to properties shown on the Zoning Map.

1. The Mixed-Use Housing Incentive Overlays focus on mixed-use, walkable and vibrant environments and range in function and intensity from primarily residential areas with a mix of lower intensity building types (**MUO45, Mixed-Use Overlay-45**), to moderate intensity neighborhoods (**MUO60, Mixed-Use Overlay-60**), to higher intensity neighborhoods (**MUO100, Mixed-Use Overlay-100**). The "45", "60", and "100" in the name of the Overlay refers to the allowable density within the Overlay Zone.

2. The **Housing Opportunities Overlay (HOO)** provides for higher-density affordable multi-family housing.

3. The **Religious Congregational and Fraternal Overlay (RCFO)** allows faith-based and fraternal organizations to build affordable housing on their sites.

4. The **Hotel/Motel Conversion Overlay (HMCO)** allows for the conversion of existing transient residential structures, such as hotels/motels into permanent multifamily housing for lower income individuals.

F. Mixed-Use Zones. The following mixed-use zones with their general purpose as indicated have been created to implement the goals, objectives, and land use designations of the General Plan.

1. **GMU, General Mixed-Use.** To provide for a horizontal or vertical mix of higher-density residential and neighborhood commercial uses along major arterials.

2. **CBPMU, Central Buena Park Mixed-Use**. To provide for a vertical mix of higher-density residential and/or office uses above existing commercial, and office uses in a pedestrian-friendly environment.

3. **EMU, Entertainment Mixed-Use**. To provide for a horizontal and vertical mix of higher-density residential, entertainment and commercial uses that support entertainment and tourism uses within the City.

19.404.030 Housing Incentive Overlay (HIO) Classification.

Properties located in areas shown on the Zoning Map with the symbol "HOO", "MUO45", "MUO60", "MUO100", "RCFO", and "HMCO" may be used for higher-density housing as a primary use in lieu of, but not in combination with, other uses authorized for the underlying zone. Objective Design Standards apply to such properties. Refer to the adopted Housing Incentive Overlay (HIO) Objective Design and Development Standards for applicable standards.

19.404.040 Planned Unit Developments.

A. A planned unit development, wherein the owners of individual lots also hold undivided interests in common areas within the same development, all as defined in Section 19.104.080 may be approved in any RM zone. Such approval shall be accomplished under both the subdivision ordinance (Division I of Title 18) and site plan review (Section 19.128.040) procedures, except a conditional use permit also is required for the planned unit development of a mobile home park in the RMH Zone and for any development in the PD Overlay Zone.

B. For planned unit developments, the minimum lot size and dimension requirements of Section 19.408.050, as well as other regulations of this Division based on dimensions from lot lines, shall not apply to the individual unit lots, but shall apply to the total net site area of each such development.

19.404.050 Interpretation of Uses Permitted.

Further definition and enumeration of uses permitted in the various zones may be determined by interpretation in accordance with Section 19.128.010.

Chapter 19.408 Intensity of Use and Site Requirements

19.408.010 Residential Densities.

The base density table below refers to the maximum number of units per net acre permitted under the corresponding zoning district. Additional density may be achievable in the form of a density bonus (Lot Consolidation Bonus, Affordable Housing Bonus, and Senior Housing Bonus). Before any density bonuses are applied, the number of dwelling units permitted in a multi-family residential development shall not exceed the base density specified below.

Zone	Base Density (dwelling units per net acre) (3)
RMH	12.0
RM-10	10.0 (1)
RM-20	20.0 (2)

(1) In the RM-10 zone, a minimum 100 ft. lot width and a minimum 12,500 sq. ft. lot area is required for more than 1 dwelling unit on a lot.
(2) In the RM-20 zone, special density requirements apply for lots with less than 100 feet in width and/or less than 12,500 sq. ft. in lot area. See Section 19.448.020.
(3) For standards on density bonus, see Section 19.408.020 for Lot Consolidation Bonus and Section 19.408.030 for Affordable Housing Bonus.

19.408.020 Lot Consolidation Bonus — Multi-family Zones.

A. Before any other density bonus is applied, for the RM-10 Zone, a site area bonus shall be granted for up to 16 dwelling units per net acre when multiple parcels are combined into a single development with a minimum lot size of 12,500 square feet.

B. Before any other density bonus is applied, for the RM-20 Zone, a site area bonus shall be granted for up to 24 dwelling units per acre when multiple parcels are combined into a single development with a minimum lot size of 12,500 square feet.

C. The Housing Opportunity Overlay (HOO) encourages parcel aggregation by permitting increased density and flexible development standards for consolidated properties in multi-family zones. This promotes the creation of higher density affordable multi-family housing, facilitating efficient land use and enabling more impactful affordable housing projects to address housing needs effectively within the designated overlay area.

19.408.030 Affordable Housing Bonus.

State Density Bonus Law (Government Code Sections 65915-65918) provides that local governments shall grant density bonuses and regulatory concessions and incentives to developers of housing, childcare facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower-income households, very low-income households, moderate-income households or qualifying residents. This section adopts the State Density Bonus Law by reference. Where a provision contained in the Municipal Code does not discuss a specific condition or situation that arises, the provisions set forth in State Density Bonus Law shall apply. In the event of a conflict between these provisions and the provisions of State Density Bonus Law, whichever is stricter shall prevail.

19.408.040 Fractional Results.

A. Regardless of the maximum density calculated pursuant to this chapter, at least one (1) dwelling unit shall be permitted on any lawfully established lot in a residential zone if such lot has a net area of at least 2,500 square feet.

B. In other cases, in determining the maximum number of dwelling units permitted on a site, any fraction of dwelling unit in the calculated result, after applying all density factors, shall not be construed as allowing an additional dwelling unit if such fraction is less than 0.5.

19.408.050 Site Dimensions.

A. The minimum size and dimensions of lots created in the various zones shall be as shown in Table 19.408.050.

B. Notes.

1. Certain specific uses of property require site areas and dimensions greater than the minimum site requirements for the zone. See Chapter 19.448, Special Requirements for Certain Uses.

C. Site non-conformity.

1. ***RM-10 Zone.*** Pursuant to Section 19.204.090 for site non-conformities, any property located in the RM-10 zone shall be fully conforming as to lot area and lot width for the development of any multi-family dwellings.
2. ***RM-20 Zone.*** For any multi-family development on a lot in the RM-20 zone with non-conformity as to lot width and/or lot area set forth in Table 19.408.050, the special requirements of Section 19.448.020 shall apply.

D. Where property is also located in the PD Overlay Zone, the minimum site area for development shall be 5 acres (217,800 square feet).

Table 19.408.050
MINIMUM SITE DIMENSIONS

Zone	Minimum Lot Area (square feet)	Minimum Street Frontage (feet)	Minimum Lot Width (feet)	Minimum Lot Depth (feet)
RMH	200,000	—	—	—
RM-10 (2)	12,500	50	100	—
RM-20 (1) (2)	12,500	50	100	—

(1) In the RM-20 zone, lots with less than 100 feet in width and/or less than 12,500 sq. ft. in lot area shall refer to Section 19.448.020.
(2) For housing developments that consist of three (3), but not more than ten (10) units are permitted in the RM-10 and RM-20 zones are permitted without meeting the minimum lot size requirements. Refer to California Government Code Section 65913.11.

Chapter 19.412 Uses

19.412.010 Uses Permitted.

A. Land, buildings and other facilities shall be designed, developed, and used only for those activities indicated for the various zones by Table 19.412.010, entitled Uses Permitted. The symbols shown in this table have the following meanings:

Symbol	Meaning
P	Automatically permitted use.
I	Incidental use—use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit.
C	Conditional use—use eligible for consideration under the conditional use procedure (Section 19.128.020) and permitted only if a conditional use permit is approved, subject to the specific conditions of such permit.
Ci	Incidental conditional use—use eligible for consideration under the conditional use procedure only if incidental to another primary use of the site, whether such primary use is automatically permitted or permitted by conditional use permit.
T	Temporary use—permitted if approved in accordance with Title 19, Division 10.

B. Those uses listed as accessory uses in the uses permitted table are subject to the definition of accessory use in Section 19.104.080 as well as the meanings of the indicated symbols in the table.

Table 19.412.010
USES PERMITTED – MULTI-FAMILY RESIDENTIAL ZONES

Uses	RMH	RM-10	RM-20	PD [8]	Additional Requirements
Residential Uses					
Single-Family Dwellings:					See Note (1).
Site-Built.		**P**	**P**	**C**	
Manufactured Homes.		**P**	**P**		
Single-family cluster.		**C**	**C**	**C**	See Section 19.448.040.
Multi-Family Dwellings:					
Multi-Family Apartments.		**P**	**P**	**C**	
Transitional/Supportive Housing.		**P**	**P**	**P**	See Chapter 5.70 and Government Code Section 65651 for supportive housing projects.
Condominium, Stock Cooperative, Community Apartments.		**C**	**C**	**C**	See Section 19.448.030.
Cottage Cluster.		**P**	**P**		Cottage Clusters are permitted only if 100% of the development is affordable and meets the requirements set forth in the Objective Design Standards in Section 19.448.050.
Employee/Farmworker Housing.		**P**	**P**		
Mobilehome Park:					See Section 19.448.010.
Undivided ownership.	**P**				
Condominium or planned unit development ownership.	**C**			**C**	
Group Quarters:					

Convent, rectory, rooming house, dormitory, fraternity or sorority house, etc.		**C**	**C**		
Transient Quarters: (See Division 5, Commercial Uses—Tourist Services.)					
Community Residential Care:					See Note (2).
Small group care home.		**P**	**P**	**P**	
Other community residential care facility.		**C**	**C**		See California Government Code Section 65583, subdivision (c)(10)(A) for Affirmatively Further Fair Housing (AFFH) provisions.
Residential Accessory Uses:					
Non-Habitable Accessory Structure.	**I**	**I**	**I**	**I**	See Section 19.416.080.
Accessory dwelling unit.		**I**	**I**	**I**	See Section 19.348.010.
Guesthouse.					
Home occupation.	**I**	**I**	**I**	**I**	See Section 19.448.060.
Short-term rental.	**I**	**I**	**I**	**I**	As incidental to a single-family dwelling only. See Section 19.348.080.
Animal keeping.	**I**	**I**	**I**	**I**	See Section 19.448.080.
Swimming pool, therapeutic pool, recreational structure (play equipment, tennis courts, etc.).	**I**	**I**	**I**	**I**	
Clubhouse, meeting room, game room, gymnasium, sauna, health center (private use only).	**I**	**I**	**I**	**C**	
Rental management office, storage room.	**I**	**I**	**I**	**I**	
Parking, within garage.	**I**	**I**	**I**	**I**	
Parking, under carport.	**I**	**I**	**I**	**I**	
Parking, uncovered.	**I**	**I**	**I**	**I**	
Yard sale.	**I**	**I**	**I**	**I**	See Section 19.448.070.
Public Service Uses					
Community Day Care:					
Small group child day care home (1-14 children).		**P**	**P**	**P**	See Note (3).
Small group adult day care home (1-6 adults).		**P**	**P**	**P**	
Child day care center (more than 14 children).		**Ci**	**Ci**	**Ci**	See Note (4).
Adult day care center (more than 6 adults).		**Ci**	**Ci**	**Ci**	See Note (4).
Health Facilities:					
Long-term care (intermediate care or skilled nursing).		**C**	**C**		
Public Assembly: (See also Recreation.)					
Church.		**C**	**C**		In all residential zones in which churches are permitted, such churches shall be located on and oriented to major, primary, or secondary highway as defined and as designated in the Buena Park General Plan. Additionally, see Note (5).
Café/Coffee Shop		**I**	**I**		Permitted only as an incidental use to an existing permitted religious

					facility and subject to all building and fire safety standards applicable to commercial/assembly use. Must be less than 3,000 square feet.
Emergency shelter.		**I**	**I**		See Section 19.448.090.
Education:					
Educational institution.		**C**	**C**		See Note (5).
Recreation:					
Public park, public playground, public recreational area, public landscaped open space, public-owned historical site or feature.		**P**	**P**	**P**	
Community recreation center.		**P**	**P**	**C**	
Utilities and Communications:					See Division 12 of Zoning Ordinance.
Aviation navigational aids.	**C**	**C**	**C**	**C**	
Public utility facilities or structures, including electrical substations and cellular telephone facilities.	**C**	**C**	**C**		
Transportation:					
Parking lot.		**C**	**C**	**C**	
Parking structure.		**C**	**C**	**C**	
Temporary Uses					
Temporary uses, as provided in Title 19, Division 10.	T	T	T	T	
On-site construction facilities.	T	T	T	T	See Note (6).
On-site real estate sales office.	T	T	T	T	See Note (7).

Notes:

(1) Previously approved existing single-family uses within RM Zones are considered legal non-conforming. However, in the event that 20 percent or more of an existing single-family use within an RM zone is destroyed or significantly damaged, such use will no longer be permitted, and the property must be developed in accordance with the zoning regulations applicable to the respective zone.

(2) A Community Residential Care facility is a "community care facility" serving seven (7) or more persons, licensed for any type of 24-hour care pursuant to the California Community Care Facilities Act and California Health and Safety Code Section 1500 et. Seq. Community Residential Care facility are conditionally permitted in the RM- 10 and RM-20 zones. A minimum distance of 300 feet shall be maintained from any other community care facility.

(3) All applicants shall comply with the State Health and Safety Code with regard to the maximum number of children that may be supervised at any 1 time based on applicable standards and criteria. In no case, shall the total number of children supervised at any 1 time at any residence exceed 14.

(4) Permitted with a conditional use permit as an incidental use provided that sufficient parking and circulation can be provided on the property and the hours of operation for the incidental use will not conflict with the primary use.

(5) Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.

(6) Offices, storage, activities, and facilities directly pertaining to construction on the same site provided construction is not suspended for a permitted use for more than 30 consecutive days.

(7) Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.

(8) Permitted uses and intensity of use in the PD zone shall be determined in a public hearing, subject to the provisions of the General Plan for the individual area designated as Planned Development.

19.412.020 Multi-family Residential Zone—Commercial Parties Prohibited.

A. Purpose and Intent. It is the purpose and intent of the City Council by the adoption of this section to prohibit parties conducted in a commercial manner within all multifamily residential zones in order to preserve the rights of residents to the quiet enjoyment of their property.

B. Definitions. For purposes of this section, the following words and phrases shall have the meanings set forth herein:

1. "Admission charge" means a tangible benefit, monetary or otherwise, which is expressly or implicitly required as a condition of admittance to a party. Customary courtesies and clearly noncommercial activity such as gifts by guests and voluntary sharing of expenses for meals shall not be considered to be an "admission charge." "Admission charge" shall not include donations for political, community service, charitable, or religious purposes.

2. "Party" means 3 or more persons meeting together for social, recreational, or amusement purposes.

C. Admission Charge Prohibited. No person or group of persons shall require, implicitly or expressly, any admission charge to any party conducted in any multifamily residential zone.

Chapter 19.416 Development Standards—Building Form

19.416.010 Buildings Required.

A. All activities and facilities, where permitted by other provisions of this Division, shall be enclosed within permanently constructed buildings.

B. Outdoor activities, storage, and display may be permitted in accordance with Sections 19.412.010 and 19.424.020, and the regulations and limitations of Division 10, Title 19.

C. Where a use is permitted by conditional use permit, temporary use permit, or special permit (see Division 10, Title 19), outdoor activities and temporary facilities may be authorized by the terms of such permit notwithstanding the provisions of this section.

19.416.020 Building Type.

Every building shall be designed or remodeled to accommodate its use in accordance with applicable building codes and other laws. A residential building pursuant to this Division shall not be occupied by a nonresidential primary use.

19.416.030 Height of Structures.

A. The maximum height of any building or structure shall be as shown in Table 19.416.030.

Table 19.416.030
HEIGHT LIMITS – MULTI-FAMILY ZONES

Zone	Maximum Height	
	Within 50 Feet of Any RS Zone	**More than 50 Feet from RS Zone**
RMH [(1)]	2 stories or 30 feet, whichever is less.	2 stories or 30 feet, whichever is less.
RM-10 & RM-20	2 stories or 35 feet, whichever is less.	3 stories or 40 feet, whichever is less, except a greater height may be authorized by a conditional use permit.
RM-10 and RM-20 With tuck-under parking	The maximum building height may be 3 stories or 35 feet. The minimum height of the ground floor for tuck-under parking shall be 12 feet with residential units located on the second and third floors.	The maximum building height may be 4 stories or 45 feet. The minimum height of the ground floor for tuck-under parking shall be 12 feet with residential units located on the second, third, and fourth floors.

[(1)] See Section 19.448.010 for height limits and additional development standards for RMH zones.

B. For multi-family units on a lot in the RM-20 zone with non-conforming lot width and/or lot area, special height requirements of Section 19.448.020 shall apply.

C. For a single-family dwelling (one dwelling unit on a lot) in the RM zones, the height limits of Section 19.316.030 of Division 3 shall apply.

19.416.040 Building Form

A. Building entries shall face the primary public street with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces. For larger sites with multiple buildings, buildings not sited adjacent to a public street may also be oriented to face internal streets, open spaces, paseos, and recreation amenities.

B. Each entry to a dwelling unit shall be emphasized and differentiated through architectural elements such as porches, stoops, dooryards, roof canopies, and detailing that provides ground level space. The space next to the porch shall be used for landscaping.

C. Parking areas, covered and uncovered, shall be screened from public street frontages. Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof.

D. For multifamily projects located across the street from a single-family residential zone, parking lot areas and carports shall not be located along the single-family neighborhood street frontages, unless screened by landscaping or a block wall.

E. Buildings shall be arranged to provide functional common outdoors spaces (such as courtyards, paseos, or parks) for the use of residents.

F. **Massing Breaks.** Large building massing shall be articulated to reduce apparent bulk and size. All street-facing facades must include at least one (1) change in wall-plane (projection or recess) at least four (4) feet in depth, or two (2) changes in wall-plane at least two (2) feet in depth, for every 50 linear feet of wall. Such features shall extend the full height of the respective façade of single-story buildings, at least half of the height of two-story buildings, and at least two-thirds of the height of buildings that are three (3) or more stories in height.

G. **Horizontal Building Stepback.** Buildings exceeding three (3) stories in height shall provide a minimum horizontal stepback of six (6) feet for all stories above the 3rd level on all street-facing elevations (including front and side yard façades and alley) and any elevation adjacent to a residential zone or use.

H. **Privacy Considerations for Adjacent Single-Family Residential Zones.** When a building is adjacent to a single-family residential zone, windows, balconies, or similar openings shall be designed to prevent direct line-of-sight into adjacent residential units, private patios, or backyards. This can be achieved through one (1) or more of the following strategies:

1. Incorporating the required upper-story stepbacks.
2. Strategic window placement.
3. Utilizing clerestory windows, frosted or opaque glass.
4. Integrating mature landscaping within the rear or side setback areas.

I. **Rooflines.** Rooflines shall be segmented and varied within an overall horizontal context. Roofline ridges and parapets shall not run unbroken for more than 100 feet. Variation may be accomplished by changing the roof height, offsets, direction of slope, and by including elements such as dormers.

J. **Antennae.** Notwithstanding the restrictions of Section 19.416.030, radio antennae permitted under FCC regulations, and similar equipment shall be subject to the following regulations:

1. Ground-mounted antennae which are incidental or accessory uses are permitted to a height of sixty feet, unless permitted higher by a conditional use permit.
2. Roof-mounted antennae, which shall include dishes to a maximum of twenty-four inches in diameter, may be used but may not be more than 25 feet higher than the highest point of the building to which they are attached, excluding chimneys and like projections, unless permitted higher by the issuance of a conditional use permit.
3. Any antenna that is primary to the use shall be subject to the height limit established under a conditional use permit.

K. **Flagpoles**. Flag poles shall be permitted within front, side or rear yards provided they are setback a minimum of 5-feet from property line, and shall be limited to no more than 30-feet in height subject to issuance of a building permit.

L. **Other Structures**. Any free-standing structure, not specifically referenced in this Title shall be limited to no more than 8-feet in height from grade and may only be located outside of any front, side or rear yard setback areas.

M. **Accessory Dwelling Units.** See Section 19.348.010 for height limits for Accessory Dwelling Units.

19.416.050 Space between Buildings.

A. The minimum distance between buildings located on the same lot, shall be as shown in Table 19.416.050. The minimum distance is measured from the exterior faces of nearest exterior walls between buildings.

B. Single Family Dwelling. For a single-family dwelling in the RM zones, the minimum building separation requirements for the single-family zones in Section 19.316.060 of Division 3 shall apply.

Table 19.416.050
MINIMUM SPACE BETWEEN BUILDINGS

Zone:	Between Main Building and an Accessory Building	Between Two Main Buildings		
		Window (1) In Only One of the Facing Walls	Window (1) In Both Facing Walls	Doorway (1) In One or Both Facing Walls
RMH	(2)	(2)	(2)	(2)
RM-10 and RM-20	6 feet	5 feet (3)	10 feet (3)	10 feet

(1) Wall openings which are only for utility access or emergency exit are not considered to be windows or doorways for the purposes of these requirements.
(2) See special requirements, Section 19.448.010.
(3) Windows that directly face each other on adjacent properties shall be either staggered or designed so as not to have a direct line of sight between them, to ensure privacy and minimize visual intrusion between neighboring structures.

C. Multi-family residential developments with two (2) or more buildings shall be designed around a common open space, public open space (e.g., a linear park/paseo), or community amenities such as swimming pools or other recreational facilities with a horizontal distance of no less than fifteen (15) feet. Pedestrian walkways shall be provided and connect open space areas to a public right-of-way and/or building entrance.

D. Permitted Projections from Buildings. Projecting elements on all floors may project a maximum of three (3) feet from the façade into the minimum required space between buildings. Building projections may include:

1. **Building features.**
    a. Cantilevered eaves, awnings, and shading devices.
    b. Architectural features such as sills, cornices, buttresses, Juliet balconies, bay windows, etc.
    c. Chimneys not exceeding 8 feet in length.
    d. Mechanical equipment cantilevered from building.
2. Uncovered, cantilevered balconies, with a minimum 10-foot separation in all horizontal directions from any balcony or wall in the opposing structure.
3. Uncovered stairways and walkways.

19.416.060 Residential Building Floor Area.

A. For any multi-family residential development, the minimum floor area of each dwelling unit shall be as shown in Table 19.416.060, titled Minimum Dwelling Unit Floor Area.

1. In the RM zones, up to 15 percent of the minimum required gross floor area may be in private balconies, porches, and patios which meet the minimum requirements of Section 19.420.030.

2. Attic and basement space, where the ceiling height is less than 6.5 feet, and garages and accessory buildings shall not be included as part of the required dwelling unit floor area.

B. The minimum bedroom size shall be 80 square feet of clear floor space without obstructions, with a minimum of 8 feet in one (1) direction.

C. The square footage of the common indoor living areas of a dwelling unit, such as the living room, dining room, kitchen, family room, etc. must be equal to, or greater than, the square footage of bedrooms provided. The square footage of bathrooms, closets, hallways, garages or other defined storage spaces may not be counted towards common living area square footage to comply with this requirement.

D. For a single family dwelling (one dwelling unit on a lot), the minimum floor area requirement shall be governed by Section 19.316.070 of Division 3 for the RS-6 zone.

Table 19.416.060
MINIMUM DWELLING UNIT FLOOR AREA

Minimum Gross Floor Area (square feet per dwelling unit)			
Zero* Bedroom Unit	**One Bedroom Unit**	**Two Bedroom Unit**	**Three or Plus Bedroom Unit**
400(1)	550(1)	700(1)	850 plus 100 each additional room (1)

*Zero Bedroom Units shall not exceed 20 percent of the total number of units in multi-family developments.

(1) Dwelling unit size may be reduced below the square footage specified in Table 19.416.060 with a Conditional Use Permit.

19.416.070 Building Coverage.

A. **Maximum Building Coverage.** The maximum building coverage for all multi-family residential zones shall be forty-five (45) percent.

B. **Inclusion of Roofed Structures.** Building coverage shall include all roofed structures over 6 feet in height, with dimensions measured around the outside bearing walls and/or support columns. Exceptions include trash enclosures or open-sided shading structures that are part of a recreational accessory use in the common usable open area.

C. **Projecting Enclosed Building Floor Areas.** Building coverage shall include any enclosed building floor areas above the ground that may project beyond the bearing walls and support columns.

D. **Covered Breezeways and Private Patio Structures**. Covered breezeways and private patio structures, whether open-sided or enclosed, trellised or solid-roofed, shall be considered part of the building coverage.

19.416.080 Non-Habitable Accessory Structures.

A. Non-habitable accessory structures are covered non-habitable areas which may include storage areas, attached or detached garages, utility and pump houses, restroom facilities, vertical circulation access ways, open air structures such as cabanas, gazebos, trellis and other similar structures.

B. Any non-habitable accessory structure shall not exceed 400 square feet in floor area and shall not exceed 1 story or 15 feet in height, whichever is less. Non-habitable accessory structures shall be located within the side yard or rear yard setback and shall not be visible from the street.

C. Canopies or vinyl laminate and mesh tarps are prohibited in the Multifamily Residential zones. However, wall-mounted shade sails that meet the following criteria are permitted:

1. Shade sails shall be architecturally integrated and attached to the building and shade sail poles in a manner that does not compromise structural integrity or appearance.
2. Shade sails shall not project from the building more than 15 feet and shall not extend beyond the property line or into required setbacks.
3. Shade sails shall be installed pursuant to the manufacturer's requirements and shall be included as part of the site plan review process.

19.416.090 Residential Garages and Carports.

A. For a mobilehome park in the RMH zone, separate requirements for carports apply pursuant to Sections 19.436.050 and 19.448.010.

B. For a single-family dwelling (one dwelling unit on a lot) in the RM zones, the requirements for minimum garage floor area and vehicular openings shall be governed by Chapter 19.336 of Division 3 for the RS-6 zone.

C. The maximum width of parking areas along street frontages and within the required front setback, including driveways, open parking, carports, and garages, but excluding underground parking and parking located behind buildings, shall not exceed 25 percent of the linear street frontage.

D. Garage doors shall be recessed into the garage wall a minimum of 4 inches to accentuate shadow patterns and relief.

E. Parking for residents, visitors, and/or employees shall be accommodated onsite in garages, parking areas, or along internal streets to minimize spillover to adjacent residential neighborhoods. Parking and loading/ unloading areas shall not create stacking/queuing issues at ingress/egress points.

F. For multifamily apartments, garage and/or carport floor areas shall be provided to accommodate the number of required parking spaces as required in Chapter 19.436.

1. Each parking space shall have a vehicular door or access opening of a minimum 8-foot width. Two parking spaces may be combined with a vehicular door or access opening of a minimum 16-foot width.

19.416.100 Building Materials.

A. **Façade Materials.** Primary, Secondary and Accent materials are allowed or prohibited as specified in Table 19.416.100, which may be updated periodically by the Community and Economic Development Director as new or amended materials become available. Community and Economic Development Director approval is required for materials not identified in Table 19.416.100 below.

B. **Primary Building Materials.** The primary building materials listed in Table 19.416.100 are permitted to make up approximately 50% to 75% of the building design. The primary building materials include the appropriate wall surface materials and visible roofing materials. The primary building materials cover the primary/front façade, secondary/corner side façade, side façade, and rear façade of the entire building.

C. **Accent/Secondary Materials.** The accent/secondary building materials listed in Table 19.416.100 are permitted to make up approximately 5% to 50% of the building design. This includes exterior windows, decorative window treatments and balconies, decorative entries, etc.

D. **Variation Between Buildings.** For projects with six (6) buildings or more, the colors and materials of exterior walls, doors, and accents such as window trim shall vary and a minimum of two (2) distinct color schemes shall be provided for every six (6) buildings in a project.

E. **Consistency Between Elevations.** The materials, colors, and styles of windows, doors, roofs, decks, balconies, exterior staircases, porches, and any façade treatment shall be used on more than one (1) elevation of a building.

F. **Material Transition.** Changes in material shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as columns.

G. **Chimneys.** Chimneys shall either be painted the same color as the exterior wall or constructed with the same materials present on other accents or elements of the facade.

H. Accessory structures including attached and detached ADUs, trash enclosures, storage rooms shall be constructed of the same materials, colors, roof type as the primary structure.

I. Building materials and colors shall be in compliance with the Architectural Styles provided in Section 19.416.110. If an affordable housing multi-family residential development is proposed, refer to the Architectural Styles Objective Design Standards for a list of applicable building materials and colors.

Table 19.416.100
MULTI-FAMILY MATERIALS LIST

Material	**Maximum Usage % of Façade Area[2][3]**
Permitted as Primary (or Secondary) Building Materials	
Brick (full dimensional)	75%
Stone/masonry	75%
Stucco/Cement Plaster	75%
Glass (transparent, spandrel)	75%
Finished wood, engineered wood	75%
Fiber reinforced cement siding and panels	75%
Vinyl siding	50%
Exterior Insulation Finishing System (EIFS)	50%
Permitted as Accent/Secondary Materials	
Vegetated wall panels or trellises	50%
Concrete blocks with integral color (ground, polished, or glazed finishes)	35%
Concrete blocks with integral color (split face finish)	35%
Ceramic tile	35%
Standing seam metal	35%
Brick/Stone (veneer/thin brick)	35%
Wrought Iron	15%
Three-Dimensional Glass	5%
Roof Materials	
Asphalt/metal shingles	100%
Clay/metal tiles	100%
Slate tiles	100%
Concrete tile	100%
Standing seam metal	100%
Prohibited Building and Roof Materials [1]	
Corrugated sheet metal	Not Permitted
Galvanized metal	Not Permitted
Interlocking metal	Not Permitted
T-111 Plywood	Not Permitted
Wood Shingles	Not Permitted
Rolled/Flat Roof [4]	Not Permitted

[1] No building shall have a metallic exterior surface such as, but not limited to, galvanized, corrugated or interlocking metal sheets, unless the use of such metallic surface material is approved under the site plan review procedure (Section 19.128.040) for the purpose of enhancing the architectural quality of the building while preserving architectural harmony and compatibility with the surrounding area.

[2] The following structures shall be exempt from the provisions of this section:

- Storage sheds not visible from a public street as an accessory structure to a multi-family dwelling which do not require building permits;
- Storage containers as a permitted temporary use which do not require building permits.
- Patio structures that are not visible from a public street.

(3) The Community and Economic Development Director is authorized to allow deviations of up to 10%.

(4) Flat roof design is permitted if consistent with Spanish Colonial or Modern style architecture.

19.416.110 Architectural Styles.

The Architectural Styles for new development apply to all new construction pursuant to this Division, except those areas within the boundary of an existing Specific Plan. The Architectural Styles Objective Design Standards identifies six (6) preferred architectural styles, as indicated below. Architectural design elements and materials shall be consistent throughout the project, recognizing that a building is three-dimensional and must be well-designed on all sides. Detailing, choice of materials, and window and door choices shall reinforce the overall project design. Alternative styles may be submitted to review by the Community and Economic Development Department, although discretionary approval may be required by the Planning Commission or Zoning Administrator.

A. Spanish Colonial Revival. The Spanish Colonial Revival architectural style draws inspiration from Spanish, Mediterranean, and early Californian influences, and it originated during the late 19th and early 20th centuries. Typically, buildings with this style exhibit an asymmetrical design. They are characterized by low-pitched roofs with minimal or no overhang, adorned with serpentine roof tiles. This style often incorporates wood framing and is covered with light-colored stucco siding. The use of arches is prevalent, particularly above doors, porch entries, and main windows.

B. Craftsman. The Craftsman architectural style originated in the early 20th century as part of the Arts and Crafts movement. Notable design features include exposed rafters and beams beneath the eaves, decorative brackets and fasteners, full or partial-width porches, and prominent columns or piers. While the Craftsman style emphasizes a horizontal emphasis, vertical architectural elements are often incorporated to highlight corners and entrances. Traditional Craftsman homes typically showcased exterior cladding made of wood shingles or clapboard siding, along with details such as extended lintels and decorative lighting with geometric patterns.

C. Farmhouse. The Farmhouse architectural style is an expression of rural residential designs and materials, with the Contemporary Farmhouse style specifically reflecting the agricultural history and commercial structures found in Southern California. This style incorporates playful elements, such as shed roofs, vibrant color blocking, and contemporary interpretations of traditional farm structures like barns and silos. The roofs of Farmhouse-style buildings are typically medium to high-pitched, and the overall detailing is kept simple.

D. Tuscan. The Tuscan architectural style blends modern and classic elements, incorporating both Spanish Revival and Italian influences. This style draws inspiration from Mediterranean variants found in California, showcasing rustic elements. Key characteristics include the use of stone and stucco, light earthy tones, and red tiled roofs. Classical elements like columns, arches, and decorative ironwork add visual interest and complexity. Squared towers and projections reflect classic Italianate influences. Porches and porticoes are commonly featured, as well as vertically oriented recessed windows.

E. Modern. The Modern architectural style draws inspiration from utilitarian design principles, featuring block forms, contrasting colors, and eclectic combinations of materials in contemporary compositions. This style embodies a minimalist and clean aesthetic. It utilizes simple rectangular shapes and forms, integrating them within horizontal and vertical planes to create dynamic lines. Flat roofs are commonly used to reinforce the rectangular shapes while also providing opportunities for outdoor deck areas. Accents in the Modern style are understated and unpretentious, often taking the form of trellis elements.

F. American Traditional. The American Traditional architectural style is a fusion of various traditional American styles such as Cottage, Cape Cod, and Farmhouse. It is characterized by simplicity and classic design elements, including rectangular forms, spacious front porches, decorative shutters, dormers, and wood siding. This style represents a traditional interpretation of rural farmhouses. The color palette used in American Traditional homes is typically subtle, with shades of white or gray for the main body of the house, while light or dark shutters provide contrasting accents.

Chapter 19.420 Development Standards – Yards and Open Space

19.420.010 Setbacks.

The following minimum setback requirements apply to residential development within the RM-10 and RM-20 zones. For the RMH zone, the special requirements of Section 19.448.010 apply. For a single-family dwelling in the RM zones, the required setbacks and the related permitted encroachments of the RS-6 zone in Division 3, Chapter 19.320 shall apply.

Yard	Minimum Setbacks
Front Yard	The minimum front yard setback shall be 10 feet. In addition, each building or structure shall be set back an additional distance equal to one-half the height of the building or structure above 30 feet.
Side Yard, abutting a street	The minimum side yard abutting a street shall be 10 feet. In addition, each building or structure shall be set back an additional distance equal to one-half the amount by which the height of the building or structure exceeds 30 feet.
Side and Rear Yard, not abutting a street	The minimum required rear yard and side yard, not abutting a street, shall be 10 feet.
Rear Yard, abutting a street or alley	The minimum rear yard, abutting a street or an alley, shall be 10 feet.

19.420.020 Yard Encroachments

The following encroachments are permitted within the minimum required setbacks within the RM-10 and RM-20 zones. For the RMH zone, the special requirements of Section 19.448.010 apply.

A. Cantilevered eaves, awnings, and shading devices may project from the building's facade into the setback area no more than five (5) feet within the front and side yard setbacks, but no more than three (3) feet within the rear yard setbacks. The height of all awnings or shading devices above the sidewalk shall be consistent, with a minimum clearance of 8 feet provided between the bottom of the valance and the sidewalk. Valances shall not exceed 18 inches in height.

B. Architectural features such as sills, cornices, buttresses, Juliet balconies, bay windows, etc., may project from the building's façade into each setback area no more than 2.5 feet.

C. Chimneys not exceeding eight (8) feet in length may project from the building's façade no more than 2.5 feet.

D. Uncovered porches, decks, stoops, steps, planters, etc., with a maximum 6-foot projection from the building's facade and a maximum 24-inch height except railings may extend 3.5 feet above deck or tread. (Where maximum fence height is 3.5 feet, railing must be open type.). Balconies located above the ground level shall provide a minimum 7-foot clearance with no obstructions.

E. Mechanical equipment, cantilevered may project from the building's façade, subject to screening requirements in Section 19.440.020, a minimum of 2.5 feet within the side yard and rear yard setbacks.

F. Mechanical equipment, freestanding with a maximum 4-foot height and subject to screening requirements in Section 19.440.020 may be located within the side and rear yard setbacks.

G. Signs are permitted within the front yard setback pursuant to Section 19.908.010.

H. Accessory Dwelling Units. Refer to Section 19.348.010.

I. Permitted projections within the side yard, not abutting a street and rear yard only.

1. Utility-Owned Facilities.

    i. Pole lines within approved easements.

ii. Other above ground facilities with a maximum 5-foot height within approved easements, such as transformer boxes, pedestal terminals, etc.

2. Access walkways and driveways.

3. Uncovered parking, subject to screening, landscaping, and wall requirements.

4. Storage of vehicles (over 24 hour), trash areas, other permitted outdoor storage screened from public view.

5. Pools.

   i. Swimming pools, therapeutic pools, with a minimum 5-foot setback from the side and rear property lines.
   ii. Decorative pools, with maximum 18-inch depth.

6. Recreation facilities which are subject to a building permit, such as play equipment, play structure, play house, etc.

7. Non-Habitable Accessory Buildings. Shall not exceed 15 feet in height, and shall be located a minimum of 5 feet from a rear or side property line, not abutting a street, and at least ten (10) feet from the street side property line.

   i. Furthermore, such accessory building, if located more than 60 feet from a street property line and not abutting a RS zone, may be located up to the rear or side property line not along a street behind a solid wall or fence, not less than 6 feet in height.
   ii. Such accessory building, if located less than 3 feet from an interior lot line, shall have no wall openings facing the adjoining property and no drainage onto the adjoining property.

J. Fences, walls, hedges, and berms, subject to the allowable height and design requirements in Chapter 19.428.

19.420.030 Required Open Space.

All multi-family residential developments within the RM zones shall meet the minimum open space requirements as provided below. Open space areas shall not be located directly next to arterial streets, service areas, or adjacent commercial development to ensure they are sheltered from the noise and traffic of adjacent streets or other incompatible uses. Alternatively, a minimum of 10 feet of dense landscaping shall be provided as screening between the open space area and arterial street, service area, or commercial development. Open space surfaces shall include a combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. The slope of open space areas shall not exceed 10%.

Zone	**Common Open Space (per unit) (3)**	**Private Open Space (per unit)**	**Recreational Amenities**
RMH	N/A – Refer to 19.448.010	N/A - Refer to 19.448.010	For projects with 25 or more dwelling units, provide one recreational amenity for every 30 dwelling units or fraction thereof.
RM-10 (2)	200 sq. ft. (1)		
RM-20 (2)	200 sq. ft. (1)	60 sq. ft./upper floors 100 sq. ft./ground floor	
(1) Requirement applies to developments with 200 units or less. For developments with 200 units or more shall provide a minimum of 100 square feet of common open space per unit. (2) Every development that includes five (5) or more residential units shall provide at least one (1) common open space area. (3) A maximum of 25 percent of the total area counted as common open space may be provided on a roof and subject to the requirements of Section 19.420.080.			

Note: Off-street parking and loading areas, driveways, and service areas shall not be counted as usable open space.

19.420.040 Common Usable Open Space.

A. In projects with fewer than 10 units, the common open space area shall have a minimum length and width of 15 feet.

B. In projects with 10 or more units, where the required common open space area is less than 3,000 square feet, the common open space shall be concentrated in one area. The common open space area shall be at least 25 feet in width.

C. Where the required common open space area is 3,000 square feet or more, the space may be divided among multiple areas, provided that at least one common open space area is a minimum of 2,000 square feet with a minimum width of 25 feet. All other areas shall be at least 1,000 square feet with a minimum width of 10 feet.

D. Common upper-story decks shall be a minimum of 60 square feet and shall not be less than 6-feet in any direction. Roof decks shall be subject to the requirements of Section 19.420.080.

E. Primary common open space shall not be located at an extreme edge of the property or dispersed as smaller areas throughout the site.

F. All residential units shall be within a 1/4 mile (1,320 feet) walking distance of the provided common open space.

G. Pedestrian walkways shall connect the common open space to a public right-of-way or building entrance. At least one (1) side of the common open space shall border residential buildings with transparent windows and/or entryways.

H. An area of usable common open space shall not exceed an average grade of 10 percent. The area may include landscaping, walks, recreational facilities, and small decorative objects such as artwork and fountains.

I. All common open spaces shall include seatings and lights. Site furniture shall use graffiti-resistant materials and/or coatings and skateboard deterrents to retain the site furniture's attractiveness.

J. Forecourt must be enclosed on at least three sides by buildings. The minimum dimension of any side is 40 feet.

K. Multifamily developments exceeding 150 units shall have at least two common open space areas and shall incorporate activities for different age groups.

L. There shall be no obstructions above the open space except for devices to enhance the usability of the space. Buildings and roofed structures with recreational functions (e.g., pool houses, recreation centers, gazebos) may occupy up to 20% of the area counted as common open space.

M. Mechanical equipment may be located within the common usable open space area provided that the equipment is fully screened from view.

N. Developments that include 15 or more units shall include children's play areas and play structures. For senior housing developments this shall be replaced by one (1) of the following:

1. Outdoor seating area with shade structure.
2. Low-impact recreational activities such as bocce ball, horseshoes, miniature golf, bean bags, badminton, croquet, etc.

O. Non-conforming Lots in the RM-20 Zone. For a multi-family use on a lot in the RM-20 zone with non-conforming lot width and/or lot area, separate requirements apply for common usable open area pursuant to Section 19.448.020.

P. Pedestrian walkways throughout common open space areas, recreational amenities, access to individual units, and within the minimum setbacks shall be a minimum of 3 feet in width and shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.

Q. Where restricted open space is located adjacent to a window of an adjoining dwelling unit, balcony railings and patio walls or fencing shall be constructed with an opaque material. Screening shall be constructed with limited openings to provide a minimum of 85 percent surface area screening (measured from the finished floor of the restricted open space to the top of the railing, fencing, or walls).

R. Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site. Fencing or barriers shall be designed with transparency to allow visibility.

S. A minimum of three (3) of the following features shall be incorporated into common open spaces and maintained on the site:

1. Fixed or movable seating
2. Shade trees or shaded canopy
3. Flowering plants
4. Native habitat
5. Play area for children
6. Play area for pets
7. Low-impact recreational activity for seniors
8. Educational or interpretive information about geographic, historic, or ecological features, such as plaques about relevant tribal history or indigenous plant information.
9. Outdoor kitchen equipment or fire pit
10. Public art or interactive art, such as a sculpture, or murals

19.420.050 Recreational Amenities.

A. The required front yard area shall not be counted toward the common recreation area requirement.

B. Projects shall include at least one children's play area with a minimum dimension of 150 square feet.

C. Developments that include 15 or more dwelling units shall include at least one play area for children (unless age restricted to senior citizens or within 300 feet of a public park). Such play areas shall:

1. Have a minimum dimension of 20 feet in any direction and a minimum area of 600 square feet.
2. Contain play equipment, including equipment designed for children aged five years and younger.
3. Be visible from multiple dwelling units within the project.
4. Be protected from adjacent streets or parking lots with a fence or other barrier at least 4 feet in height.

D. Unless otherwise approved by the Community and Economic Development Director, required play spaces for children shall be accessible from all on-site dwellings by pedestrian paths and separate from vehicular areas.

E. All play areas shall be located away from high automobile traffic and shall be situated for maximum visibility from the dwelling units.

F. A play area for children under age five shall be provided within direct visibility of common spaces.

G. One common recreational amenity shall be provided for every 15 units or fraction thereof. Facilities that serve more people could be counted as two (2) amenities, as indicated below. The following listed amenities satisfy the recreational requirements:

1. Clubhouse at a minimum of 750 square feet (counts as two)
2. Swimming pool at a minimum of 15x30 feet or equal surface area (counts as two)
3. Tennis, pickleball, basketball, or racquetball court
4. Weightlifting facility/Indoor fitness center

5. Children's playground at a minimum of 600 square feet

6. Sauna or jacuzzi

7. Day care facility

8. Picnic areas/stations with tables and chairs or BBQ grills with picnic stations

9. Outdoor chess/checkers boards

10. Community garden

11. Plaza at a minimum 2,000 square feet

12. Other recreational amenities deemed adequate by the Community and Economic Development Director.

19.420.060 Private Open Space.

A. In RM zones, each dwelling unit shall be provided with at least one (1) area of private usable open space and shall be accessible to only one (1) living unit by a doorway or doorways to a habitable room or hallway of the unit. Private open space located above ground level in the form of fenced or screened patio or balcony shall have a minimum eight-foot vertical clearance and have minimum dimensions of no less than six (6) feet in any horizontal direction. Private open space located on the ground level in the form of fenced or screened yard, deck, or patio shall have a minimum eight-foot vertical clearance and have minimum dimensions of no less than ten (10) feet in any horizontal direction.

B. Mechanical equipment of a dwelling unit may be located within that unit's private open space provided that the equipment is not more than 3.5 feet in height and the equipment is screened from view. Mechanical equipment located within the unit's private open space area shall provide a minimum area of at least 72 square feet.

C. Above ground-level space shall have at least one (1) exterior side open and unobstructed for at least 6 feet above floor level, except for incidental railings and balustrades.

19.420.070 Courts.

A. A building or buildings that consists of up to 16 attached and/or stacked units on the same lot, accessed from a shared courtyard. The shared court could be common open space (known as garden-court) or shared driveway (known as motor-court). Courts are surrounded on 3 sides by the building(s). Access shall be provided from the primary street frontage for courts that provide common open space or access shall be provided from either the side street or alley for courts that provide a shared driveway subject to compliance with Orange County Fire Authority requirements for fire access and turnarounds. The maximum building length shall be 150 feet at any side. The court shall provide access to units and garages and there shall be at least one (1) entrance for every 50 feet.

B. Primary elevations (facades) shall incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building. Along the vertical face of a structure, such features shall occur at a minimum of every 35 feet, and each floor shall have at least two of the following features:

1. Recess (e.g., deck, patio, courtyard, balcony, garage, entrance, or similar feature) that has a minimum depth of 4 feet.
2. Extension (e.g., floor area, deck, porch, bay window, patio, entrance, or similar feature) that projects a minimum of 2 feet and runs horizontally for a minimum length of 4 feet.
3. Offsets of facade or roof elevation of 2 feet or greater.

C. Courts are permitted in the RM-10 and RM-20 Zones.

19.420.080 Rooftop Decks.

A. Rooftop decks are designed to provide an outdoor space on top of a building and are allowed in all RM zones, except for RMH zones. Rooftop decks shall be located on the uppermost story of the primary building. Rooftop decks are included in the total building height and are not permitted on buildings that exceed 40 feet in height in RM zones unless approved with a Conditional Use Permit. However, permanent fixtures associated with the usable open space, such as trellises; shade structures; furniture; and furnishings such as planters, lighting, and heaters may exceed the height limit by up to 12 feet.

B. Roof decks shall have no horizontal dimension less than 15 feet, and no more than 25 percent of the total area counted as common open space may be provided on a roof.

C. Roof top decks are not permitted when a property line is shared with an RS zoned property.

D. One (1) rooftop deck is permitted per building. Materials provided for the rooftop deck shall be consistent in color and architectural style as the primary building. Exterior access is allowed subject to compliance with the Uniform Building Code (UBC).

E. At least 15 percent but no more than 25 percent of the rooftop shall be landscaped with raised beds for gardening, stormwater planters, or other landscaping. All required landscaped areas should be equipped with automatic irrigation systems and be properly drained.

F. Rooftop lighting shall be set back at least 12 feet from the edge of any building face that is oriented towards any existing single-family use.

G. When adjacent to a residential use, rooftop decks shall provide screening walls or landscaping which ensures privacy for adjacent residential properties.

19.420.090 Pedestrian Access to Dwellings.

A. A pedestrian walkway shall be provided connecting parking areas to main entrances of buildings and the public sidewalk. The walkway shall be clearly marked with special paving, concrete stamping or coloring.

B. Clear, safe pedestrian access should be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.

C. Walkways shall not be sited directly against a building façade but buffered with a minimum 5-foot-wide landscaped planting area to provide privacy of nearby residences or private open space.

19.420.100 Future Rights-of-Way.

A. This section is applicable only where a portion of a lot is within an area planned to be part of a future street, alley, or other public right-of-way as determined from an officially adopted plan, and the acquisition of such portion would not reduce the buildable lot width to less than forty (40) feet.

B. In cases to which this section applies, the portions of any lot within any such future right-of-way area shall not be occupied by structures other than those encroachments allowed in future rights-of-way as provided in subsection C of this section. All other required setbacks, yards, and open areas shall be provided in addition to the future right-of-way areas, and the future right-of-way lines shall be considered to be lot lines for purposes of measuring such other setbacks, yards, and open areas.

C. **Permitted Encroachments.** The following encroachments are permitted within the future rights-of-way area:

1. Utility-owned pole lines within approved easements.
2. Access walkways and driveways.
3. Uncovered parking—to the same extent as permitted in adjoining front, side, or rear yard.

4. Storage (vehicles for over 24 hours, trash areas, other permitted outdoor storage)—to the same extent as permitted in adjoining side or rear yard.
5. Recreation facilities which are subject to building permit (play equipment, play structure, playhouse, etc.)—to the same extent as permitted in adjoining side or rear yard.
6. Real estate signs.
7. Fences, walls, hedges, and berms—to the same extent as permitted in adjoining front, side, or rear yard.
8. Landscaping, other than hedges.

19.420.110 Right-of-Way Improvements.

A. The purpose of this section is to establish requirements for right-of-way improvements for all RM zoned parcels within the City of Buena Park on which property improvements are made. "Right-of-way improvements" shall include curbs, gutters, sidewalks, driveway approaches, handicapped (ADA) ramps, water lines and appurtenances, sewer lines and appurtenances, storm drainage facilities, property dedications of right-of-way, streetlights, pavement markings, signs, and street trees.

B. **Required Improvements.** All projects adding new units shall be required to provide the following right-of-way improvements as are deemed necessary and applicable by the Director of Public Works:

1. **Sidewalk and Parkway.** Construction or repair of a sidewalk and parkway adjoining the site. The sidewalk shall have a minimum clear width of five (5) feet with a parkway, or six (6) feet if the sidewalk adjoins the curb, or shall be the minimum width of the adjoining properties along that side of the street.
2. **Curb and Gutter.** Construction or repair of curbs and gutters adjoining the site. All unused curb cuts shall be replaced with a full-height curb and gutter.
3. **Street Trees.** As required by Subsection 18.24.190 of the Municipal Code.
4. **Bicycle Trail.** As required by Subsection 18.64.020. Construction of bicycle trail as required by the "Fourth District Bikeways Strategy" adopted by the Orange County Transportation Authority or otherwise referenced on the City of Buena Park Active Transportation Plan.

C. **Encroachment Permit Required.** Except as otherwise provided in this Section, it is unlawful for any person to encroach or make or cause to be made any encroachment in the public right-of-way or on property subject to a public utility easement, or other easement available for use by public utilities, without first obtaining an encroachment permit from the Public Works Department.

1. Encroachment permits for right-of-way improvements shall be obtained prior to the issuance of a building permit and prior to any work being done within the right-of-way.
2. Street improvement plans for all work in the public right-of-way shall be prepared by a licensed civil engineer, whose signed engineer's stamp shall appear on the plans. Final construction plans and specifications shall be approved by the City Engineer, and released for construction, prior to the issuance of the encroachment permit.

D. **Parkways.** A parkway (i.e., sidewalk strip, parking strip, or tree buffer) is a portion of the street right-of-way lying between the curb and sidewalk.
1. Any objects placed in the parkway (e.g. rocks, benches, etc.) shall not present a hazard or public nuisance and shall not block a clear line of sight across the parkway.

E. **Objective Design Standards.** Refer to Section 19.720.100 for Right-of-Way Improvements Objective Design Standards.

Chapter 19.424 Development Standards —Outdoor Improvements

19.424.010 Trash Storage Facilities.

A. All refuse shall be stored within trash containers which meet City standards. Except when temporarily placed for pickup, all such containers shall be located or screened so as not to be in public view.

B. Loading areas and refuse storage facilities shall be as far as possible from residential units and shall be completely screened from view of adjacent residential portions of the project. The location and design of trash enclosures shall account for potential nuisances from odors.

C. Except for a temporary use, any non-residential use in the residential zones shall comply with the trash storage requirements for commercial uses under Division 5.

D. All mobile home parks, group quarters, and multi-family developments of 4 or more units in the residential zones shall provide a trash enclosure and shall conform to the following standards:

1. All required trash enclosures shall meet the minimum requirements as specified by the City's waste hauler based on the size and type of development.
2. **Design.** Provide a minimum 6-inch reinforced decorative block wall construction. Enclosure wall and roof design shall be compatible with design of the primary structures located on the property. The enclosure opening, including gates and hinges, must provide a minimum opening of 9 feet to allow containers to be moved in and out of the enclosure. The floor of the enclosure shall be a Portland Cement Concrete (PCC) pad, flush with adjacent driveway. Provide a minimum 10-foot by 10-foot PCC pad outside the entrance to the enclosure that is capable of withstanding the impact of bins being set down, and a 20-ton stationary load, as needed.
3. **Curbing.** Installation of a 6-inch-wide by 8-inch-high concrete curb at the base of interior walls for protection of walls from trash containers and bins is required.
4. **Bin Separation.** If multiple containers are stored in one enclosure, a minimum of 30 inches between containers is required to allow ease of access in loading bins.
5. **Location.** Enclosures shall be located on a grade no more than 2% and within 250 feet from a doorway of each residential unit. The containers shall be arranged for ease of pick-up and shall not interfere with other activities on the site. Recycling and trash enclosures shall be located away from building fronts and major entries, and/or screened from public view in a fixed enclosure. Trash enclosures shall not encroach into driveways, parking areas, pedestrian pathways, or emergency access areas. Such location shall be subject to the approval of the Planning Division.
6. **Accessibility.** All trash enclosures shall comply with the requirements set forth in the California Building Code and the requirements of CCR Title 24, regarding accessibility to trash and recycling collection containers for persons with disabilities.
7. **Screening.** Enclosures shall be screened from view on at least three sides by a wall at least 6 feet in height, and on the 4th side by gates no less than 5 feet in height. Solid non-combustible metal gates with latches and bolts are one option. Alternative designs must be reviewed and approved by the Director.



8. **Rainwater infiltration.** Enclosures shall be covered to prevent rainwater infiltration. A horizontal or sloped non-combustible material solid roof shall be provided for protection of the containers from the elements. The roof should extend sufficiently outward in all directions so that wind-blown rain will not enter the interior of the storage area. A minimum of 8 feet of vertical clearance within the storage area shall be provided to allow the container lids to be fully opened and closed inside the trash enclosure. If fire sprinklers or drop lighting are installed within the enclosure, the minimum vertical clearance of 8 feet will be measured from the lowest point of the sprinkler heads, lighting, or any other fixture.
9. **Runoff.** Enclosures shall be designed to prevent liquid runoff and to secure litter and trash from wind run-off. Enclosures and areas around enclosures shall not discharge to the storm drain system. If proposed use of the development includes a food service facility, any drains installed in or beneath enclosure areas shall be connected to a grease removal device prior to discharging to the sanitary sewer.
10. **Overhead Clearance.** An overhead clearance of 20 feet shall be provided in front of the enclosure to allow containers to be emptied by a front-end loader collection vehicle.
11. **Access.** Driveways and travel aisles shall conform to Section 19.436.040, and local building code requirements for trash, recyclable and organics collection access and clearance. Unobstructed access shall be provided for collection vehicles and collection company personnel, as well as for facility occupants and maintenance staff.
12. **Large Containers.** For containers of 6 cubic yards of capacity of greater, the following applies.

    i. **Door opening.** The door opening shall be at least 10 feet in width and allow for direct pick-up by the collection video.
    ii. **Entrance gate.** The entrance gate should be capable of being latched open so that an 8-footwidetruck can access the enclosure.
    iii. **Vertical Clearance**. A minimum of a 15-foot vertical clearance is required within the enclosure so the collection vehicle can reach the bin.
    iv. **Truck access.** Enclosure must provide direct access by the collection vehicle. At a minimum, a lane, 10 feet wide by 30 feet in length, must be provided directly in front of the enclosure.

13. **Turnarounds.** For safety reasons, a turnaround must be provided for any street, driveway or travel aisle that would otherwise require the collection truck to back up a distance greater than 100 feet. A minimum of a 42-foot turning radius is required for solid waste collection vehicles.
14. **Locks.** If locks are needed to secure the enclosure, the Franchised hauler will supply container locks and keys at the lock charge fee in accordance with the service agreement for the property.
15. **Maintenance.** All trash enclosures and adjacent paving shall be maintained as a condition of the use.
16. Enclosures shall be separated from adjacent parking stalls with a minimum 3-foot-wide planter area.
17. Enclosures for compactors located outside the building shall be constructed of masonry block, designed to screen the bins, hydraulic lines, and accessory components, and to be architecturally compatible with primary structures on site.

E. For multifamily residential uses of four or more dwelling units and for mobile home parks, the minimum trash storage capacity provided shall be an amount determined on the basis of a refuse production rate of one-half cubic yard per dwelling unit per week and the frequency of pickup service available.

19.424.020 Outdoor Storage and Display.

A. **Outdoor Storage.** Outdoor storage of materials, equipment or other items is prohibited.

B. **Outdoor Display.** Temporary outdoor displays are permitted when authorized as part of a special events sale under Title 19, Division 10, or as part of a yard sale authorized under Section 19.448.070.

19.424.030 Firepits, Detached Fireplaces, and Fountains.

A. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum setback of 5 feet from the side yard and rear yard property lines. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum of 5 feet from any dwelling or accessory structure on a lot.

B. Detached fireplaces are permitted within the side yard and rear yard setback. Detached fireplaces located within the side and rear yard areas shall not be greater than 8 feet in length. Residential detached fireplace/chimneys shall have a maximum height of 7.5 feet within the side yard and 10 feet within the rear yard. Any outdoor detached fireplace shall maintain a minimum setback of 5 feet from any side or rear yard property line.

C. Fountains may be located within the front, street side, and/or rear yard setback. Fountains located within the required 10-foot front, street side and rear yard setback shall be at least six (6) feet from the property line and shall not exceed seven (7) feet in height. Fountains located within the required 10-foot rear yard setback shall be at least 5 feet from the property line and shall not exceed 10 feet in height. All fountains shall not exceed ten (10) square feet.

19.424.040 Patio Covers, Gazebos, and Cabanas.

A. The construction of patio covers, gazebos, and cabanas shall comply with the following standards:

1. These structures may be erected within the required side yard or rear yard provided that the clear space between the structure and the property line shall not be less than four (4) feet on the side and ten (10) feet in the rear.
2. If located within a required side yard or rear yard setback, the height of the structure shall not exceed ten (10) feet from finished grade.
3. Gazebos and cabanas shall not be enclosed by solid materials including transparent or opaque.

19.424.050 Swimming Pools and Spas.

Pools and Spas enclosures shall be compliant with CBC Chapter 31 Section 3119B, the California Residential Code (CRC) Appendix AX, The California Health and Safety Code (HCS) Article 2.5 (Sections 115920-115929) - “The Swimming Pool Safety Act” and this Code.

Chapter 19.428 Development Standards —Fences, Walls, Hedges, and Berms

19.428.010 General Requirements.

A. **Required Permits and Approvals.** No fence shall be constructed within the RM zones until the plans and design for such fence shall have been approved pursuant to the zoning compliance review procedure (Section 19.128.090). In addition, a fence may require a building permit from the Building Division.

1. **Building Permit.** Fences and walls may require a building permit as required by the California Building Code. Fences over 6 feet in height and block walls will require a building permit with the exception of the following: block or retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

B. Furthermore, except for a lot developed with only one dwelling unit, no fence within a required yard adjacent to a street or a security gate as defined in Section 19.428.060 shall be constructed until the plans and design for such fence shall have been approved by the Director pursuant to the interdepartmental review process (Section 19.128.100)

C. All fences, whether required or not, shall be located and limited in accordance with provisions of this Division.

D. Fences are required under various provisions of this Division and other laws, including, but not limited to, the screening and protection of parking areas, storage areas, swimming and therapeutic pools, and utility facilities. Such required fences together with the facilities and activities required to be enclosed shall be located so as not to conflict with open space and yard setback requirements.

E. **Conflict with State Law.** In the case of fencing requirements pursuant to state law which unavoidably conflict with the requirements of this Division, the state requirements shall prevail.

F. As defined in Section 19.104.080, the term “fence” as used in this Division means fence, freestanding wall, gate, hedge, or berm unless otherwise specifically stated.

19.428.020 Fence Height and Locations.

A. For any use in the RM zones, other than a single-family dwelling (one dwelling on a lot) and a mobilehome park in the RMH zone, the following fence height requirements shall apply;

1. With the exception of a required yard abutting a street, a maximum 7-foot-high fence may be permitted anywhere on a lot.
2. **Yards, abutting a street.** Within a required yard abutting a street, a maximum 6-foot-high fence may be permitted, subject to the following setback requirements and the design and material requirements of Section 19.428.030;
    i. For any portion of a fence which is not view-obscuring, other than the provision of pilasters and vines, there shall be a minimum 3-foot setback from the street property line for that portion of fence.
    ii. For any solid or view-obscuring portion of a fence, there shall be a minimum 5-foot setback from the street property line for that portion of fence.
3. For any fence over 2 feet in height within the required 15 feet by 15 feet vision clearance area adjacent to any driveway or alley where it intersects with a public street as defined under 19.436.030 shall meet the design requirements of Section 19.428.030.

B. **Single Family Dwelling.** For a single-family dwelling in the RM zones, the fence height requirements of Section 19.328.020 shall apply with the exception that a 6-foot maximum height fence may be permitted within the minimum required front yard with a 15-foot setback from the front property line.

C. Mobilehome Park. For a mobilehome park in the RMH zone, separate fence height requirements apply pursuant to Section 19.448.010.

D. The maximum height of any fence in the multifamily residential zones shall be 7 feet, except where a greater height is required for noise reduction as determined by an acoustical analysis.

19.428.030 Fence Materials and Design.

A. All fences in multifamily residential zones, whether required or not, shall:

1. Utilize no salvaged materials.
2. Be suitably finished on both sides.
3. Utilize colors and materials that are compatible with the property and neighborhood.
4. All fences shall be maintained in good repair and appearance.

B. In the RM-10 and RM-20 zones, chain link and wire fences shall be prohibited, except that chain link may be used for temporarily securing construction sites and vacant or vacated property.

C. All fences shall have an ornamental finish in subdued earthtone colors compatible with the structures on the property. Furthermore,

1. Block walls shall be of ornamental masonry construction or finish. A common grey or pink block wall shall not be considered as an ornamental masonry or finish.
2. Wood fences shall be of durable construction and finished appearance, and shall be painted or stained.
3. Wrought iron and tubular metal fences shall be primed and painted.

D. Any masonry wall shall be of a minimum 6-inch wide block construction.

E. Vision Clearance Area. Any fence within a required vision clearance area adjacent to any driveway or alley where it intersects with a public street, as further defined under section 19.436.030, shall not be a view-obscuring fence. The design of such fence shall provide a minimum of 4-inches of spacing between the vertical and horizontal elements between the height of 2 feet and 7 feet.

F. Fences within Required Yards, abutting a street. Pursuant to the provisions of the Architectural Styles Guide, any fence within a required yard abutting a street shall comply with the following design criteria:

1. In addition to the vision clearance requirements of subsection E of this section, fencing near any property line of an adjacent property shall be located or designed in such a manner as to maintain any potential vision clearance requirements, as determined by the Director.
2. Landscaping with the use of shrubs, vines and trees shall be incorporated into the design of the fence, utilizing variations in fence setbacks from the street property line where possible.
3. Common (cinder) block masonry shall not be permitted as a finished material for any fence within a required yard abutting a street.

G. Perimeter Walls/Visual Interest. Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls. Perimeter walls shall incorporate wall inserts and/or decorative columns or pilasters to provide relief. The maximum unbroken length of a perimeter wall shall be 25 feet.

1. All non-transparent perimeter walls and/or fences shall be architecturally treated on both sides and shall incorporate landscaping whenever possible.
2. Screen walls, sound walls, and retaining walls shall be used to mitigate noise generators and provide privacy for residents.
3. Wall design and selection of materials shall consider maintenance issues, especially graffiti removal and long-term maintenance. Decorative capstones on stucco walls are required to help prevent water damage from rainfall and moisture.

4. Visually penetrable materials (e.g., wrought iron or tubular steel) shall be used in areas of high activity (i.e., pools, playgrounds) and areas adjacent to street frontage.

H. Trash Collection and Storage Area Screening. Sight-obscuring screening shall be provided for all garbage and trash collection areas, approved outdoor storage, and parking lots abutting a single-family residential development. Such screening shall be 6 feet in height.

19.428.040 Required Fences in Multi-family Residential Zones.

In any RM Zone (including the RMH Zone), in connection with any development other than a residential use of not more than three dwelling units, a solid ornamental masonry shall be provided along all side and rear property lines which do not abut a street. Such fences shall be not less than six feet high and not more than seven feet high, unless a greater height is approved for noise attenuation or other mitigation of environmental effects.

19.428.050 Double Fences.

A. Any parallel fences constructed with less than 3 feet separation shall be considered double fences. It is the intent of the City to discourage double fences whenever possible in order to avoid areas in which children and animals may become lodged, areas which may encourage rodent infestation, and areas which may accumulate litter and debris.

B. In instances where double fences are unavoidable, the gap between the fences shall be completely sealed with flashing, cement cap, or other material in a manner acceptable to the Planning and Building Divisions.

C. Where a new fence is required along a property line and an existing fence or wall is located on the opposite side of the property line, the Director of Community and Economic Development may suspend the requirement for the new fence provided that the existing fence can substantially satisfy all requirements of this Division and/or any conditions of an approval. Such suspension shall become null and void once the adjacent wall or fence is removed or found unacceptable by the Director and the requirement for the new fence shall be complied with at such time.

D. When fences are constructed to be 3 feet away from each other, the fence materials/ height shall provide visibility into the corridor for maintenance and safety. The surface between the two (2) fences shall consist of concrete, or other hardscaping material which deters the growth of vegetation.

19.428.060 Security Gate Standards.

A. General Requirements.

1. **Definition.** For the purpose of this Section, security gates shall be defined as any gate, door, or other barrier that limits or restricts public access to or from a property. This definition does not include any barrier securing a pool area, an individual garage, private patio, yard, or living area, or such storage room, recreation rooms, or similar areas not intended for general public access.
2. Proposed residential developments in the RM zones shall indicate during the site plan process prospective plans for future security gates and fencing installation.
3. Security gates shall conform to all other provisions of this Chapter, except where such provisions may conflict with the requirements of this Section.

B. Pedestrian Access. For any security gate that restricts pedestrian access to dwelling units of any multifamily residential development in the RM zones, an intercom, telephone, or remote access system shall be provided at the gate for each dwelling unit with restricted access.

C. Vehicular Access. For any security gate that restricts vehicular access onto any multifamily residential development in the RM zones, the following requirements shall apply;

1. All vehicular security gates shall be constructed of material that is not view-obscuring.
2. All vehicular security gates shall be automatically operated by remote control devices or key pad. Furthermore, such vehicular gates shall not be permitted to swing out.

3. **Pedestrian Access.** A separate pedestrian walkway leading from the public sidewalk into a development shall be provided for any development with a security gate across a vehicular access driveway.
4. **Gate Width.** Vehicular entry gates shall open a minimum 20 feet to completely clear the minimum driveway width. Additional width may be required by the City for access or circulation purposes.
5. **Gate Setback.**
    a. For any development located on a street with a traffic count of 2,000 cars or fewer per day, a security gate across a vehicular driveway shall be set back from the street property line a minimum of 20 feet,
    b. For any development located on a street with a traffic count of more than 2,000 cars per day, a security gate across a vehicular driveway shall be set back from the street property line a minimum of 40 feet.
6. **Vehicular Turnaround.** A turnaround area outside of the gate shall be required for any development of 2 or more units which is located on a street with a traffic count of more than 2,000 cars per day or for any development of more than 20-dwelling units.
7. **Trash Pickup.** A means of entry, to be approved by the City-franchised trash disposal service, shall be provided which automatically opens the vehicular gate(s) for trash pickup. Furthermore, all 3 cubic yard trash bins shall remain within City-approved trash storage facilities for removal by the franchise service at the location of the trash storage area.

D. Emergency Response Access. Prior to the issuance of any permits, fence plans with security gates shall be reviewed and approved by the Fire and Police Departments as to any required compliance with the following standards.

1. To facilitate access by Fire Department personnel, a key switch box, or other approved device, shall be provided for all pedestrian and vehicular security gates.
2. To facilitate access by City law enforcement officers, a key pad, or other approved device, shall be provided for all pedestrian and vehicular security gates. Furthermore, vehicular gates must provide egress for law enforcement vehicles.

Chapter 19.432 Development Standards—Landscaping

19.432.010 Where Required.

A. In all RM zones, permanent landscaping materials shall be integrated into the required setbacks, parking areas, and private frontages, except for areas within the required setback occupied by permitted encroachments.

B. A minimum of 20 percent of the total site shall be permanently maintained with landscaping. Stormwater retention areas may count towards the landscaping requirement. Required setbacks, corner landscaping, and paved pedestrian pathways shall not be counted toward this requirement.

C. All portions of the developed site that are not occupied by other permitted buildings, structures, or facilities, shall be permanently maintained with landscaping.

D. Except for single-family uses (one detached single-family dwelling on a lot), all portions of a developed site not occupied by other permitted facilities shall be permanently landscaped.

E. All landscape installation or rehabilitation shall meet the requirements of the City's Water Efficient Landscape Ordinance to ensure that the design, installation, and maintenance of landscaping conserves water.

F. Parking Lot Landscaping Improvements.

1. **Landscaped Buffers Along Streets.** Except at driveway and walkway openings and as required for Vision Clearance, the required setback areas for parking areas of Section 19.436.080 shall be landscaped with one (1) or a combination of the following requirements:

    a. Ornamental masonry wall or hedge, 2 feet high, at the perimeter of the parking area facing a street.
    b. Landscaped berm, 10 feet wide and 2 feet high.

2. **Landscaped Buffers Along Alleys.** Except for driveways and walkways, a minimum 4-foot landscaped planter shall be provided along all parking areas adjacent to an alley with no vehicular overhang permitted.

3. **Interior Landscaping.** All open parking areas (e.g. non-structured, non-garage) and the project perimeter shall be landscaped such that:

    a. Planters with a total landscaped area equaling a minimum of 25 square feet per parking space shall be provided and distributed evenly throughout the open parking area including one (1) tree (minimum 36-inch box) for every eight (8) single- or double-loaded parking spaces.
    b. Trees with a total shaded area (e.g. the area under the tree canopy 15 years after installation) equaling a minimum of 50% of the square footage of the open parking area shall be provided and distributed throughout the open parking area.
    c. Landscaped areas shall include a three-tiered planting system consisting of ground cover, shrubs and vines, and trees. The use of grass is strongly discouraged outside of active recreational areas.
    d. All portions of a parking area not improved for parking aisles, walkways, access ways or parking stalls shall be landscaped. Any portion of the parking area not landscaped shall be paved. At all boundaries between landscaped areas and paving, a 6-inch-high concrete curb shall be provided unless specifically excluded as part of the project's Water Quality Management Plan (WQMP).

4. **Landscape Buffer Abutting RS Zones.** Any parking area in the RM zones abutting a RS zone shall be provided with a landscape buffer consisting of trees and some combination of shrubs, vines and ground cover consisting of a minimum 6-foot-high ornamental block wall and a minimum of 5-foot-wide planter along the abutting property line.

5. **Landscape Buffer Adjacent to Residential Structures.** Where a parking area, loading area, driveway, or other area provided for vehicular circulation faces a wall of a multifamily dwelling or group-quarters building with windows, doors, or similar openings on the first floor in such wall (other than openings which are only for utility access or emergency exit), a landscaped area at least 7 feet wide shall separate the vehicular

area from the building. Such landscaped area may include walkways, uncovered porches, and exterior stairways, provided at least sixty percent of the total required buffer area is occupied by plant materials.

G. Drought-Tolerant Species. A minimum of 75 percent of non-turf landscaped areas shall be planted with native or drought-tolerant planting materials, as widely recognized within the horticultural industry or as recommended by a California-licensed Landscape Architect, to bring interest and beauty to the landscape, support biodiversity, and reduce the need for pesticides and excessive irrigation. Landscape selection shall be in compliance with the City's Water Efficiency Landscape Ordinance.

H. Turf and Synthetic Turf. Turf areas shall be limited to activity or recreation areas and shall have a 10-foot minimum diameter. Synthetic turf may be used as a substitute for natural turf for the purposes of water conservation, or in high activity or foot-traffic areas.

I. Non-Plant Material. Crushed rock, mulch, pebbles, stones, and similar non-plant materials shall be allowed up to 20% of the total required landscaping.

J. Mulch. Landscaped areas shall be top-dressed with a bark chip mulch or an approved alternative to avoid exposed bare soil.

19.432.020 Plan Approval Required.

A. A landscape and irrigation plan for any newly established landscape area shall be submitted for zoning compliance review and approval.

B. The landscape and irrigation plan shall clearly identify the following criteria:

1. Property lines and property address.
2. Streets, driveways, walkways, recreational areas, and other paved areas.
3. Pools, water features, fences, and retaining walls.
4. Existing and proposed buildings and structures.
5. Landscaping materials, trees, shrubs, vines, ground cover, turf, and other vegetation. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, water usage, and quantities of each group of plants indicated.
6. An approximate calculation of the total landscape area.

C. A landscape and irrigation plan with new landscaped areas of 500 square feet or more, or 2,500 square feet of rehabilitated landscape area shall be prepared and/or certified by a licensed landscape architect or contractor, certified irrigation designer, or other licensed or certified professional in a related field.

D. Minimum acceptable plant sizes shall be determined by policy of the Director and/or as conditions of approval for an administrative action pursuant to Division 1 but in no case shall:

1. Trees be less than 15-gallon size, with 25 percent of all trees on a project site planted at a minimum 24-inch box size.
2. Shrubs and vines be less than 5-gallon size, with a 15-gallon minimum size where required for screening. The minimum planter width for shrubs is 3 feet.
3. Groundcover be less than 1-gallon size.
4. Street trees be planted less than one (1) tree per 25-35 linear feet of sidewalk length.

E. Landscape and irrigation plans shall be submitted prior to the issuance of permits for such work or prior to the issuance of any permits (i.e. building permits) for any associated work approved by an action of the Director.

19.432.030 Landscape and Maintenance.

A. All landscaping shall be permanently maintained in a clean, healthy, and attractive condition. This includes pruning, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the appropriate watering of all landscaping.

a. Landscaping designs shall include one (1) or more of the following planting design concepts:

i. Specimen trees (48-inch box or more) in informal groupings or rows at major focal points.
ii. Use of planting to create shadow and patterns against walls.
iii. Use of planting to soften building lines and emphasize the positive features of the sit.
iv. Use of flowering vines on walls, arbors, or trellises.
v. Trees to create canopy and shade, especially in parking areas and passive open space areas.
vi. Berms, plantings, and walls to screen parking lots, trash enclosures, storage areas, utility boxes, etc.

b. Plant materials shall be placed so that they do not interfere with the lighting of the premises or restrict access to emergency apparatus such as re hydrants or re alarm boxes. Trees or large shrubs shall not be planted under overhead lines or over underground utilities if their growth might interfere with such public utilities. Trees and large shrubs shall be placed as follows:
i. A minimum of 6 feet between the center of trees and the edge of a driveway, a water meter, gas meter, and sewer laterals.
ii. A minimum of 20 feet between the center of trees and the beginning of curb returns at intersections to keep trees out of the line-of-sight triangle at intersections.
iii. A minimum of 15 feet between the center of trees and large shrubs to utility poles and streetlights.
iv. A minimum of 8 feet between the center of trees or large shrubs and re hydrants and re department sprinkler and standpipe connections.

B. Curbs Required. All landscape planters shall be separated from all parking and loading spaces, parking aisles, and driveways with a minimum 6-inch-high concrete curb. In addition, for any such landscape area adjacent to a public sidewalk, in which the grade of the planter is higher than the sidewalk and which is planted with ground cover other than a hydroseeded or sodded lawn, a minimum 6-inch-high concrete curb shall be provided alongside the public sidewalk to preclude soil erosion across such sidewalk.

19.432.040 Irrigation System and Maintenance.

A. All required landscaping shall be provided with a permanent underground irrigation system. The irrigation system shall consist of piped water lines terminating in an appropriate number of sprinklers or other outlets to insure complete coverage of water for plants within the landscaped areas.

B. Any permanent, underground irrigation system, whether required or not, shall comply with the following criteria:

1. Permits are required prior to installation of any permanent, underground irrigation system.
   a. **Off-Site Work.** Irrigation systems exclusively in City rights-of-way require permits issued by the Construction Services Division of Public Works. Any system within City rights-of-way shall meet the minimum requirements outlined under Engineering Standard No. ISP-1.

   b. On-Site Work. On-site and combination on-site and off-site installations shall comply with the water efficient landscape ordinance. Permit fees shall be in accordance with the applicable sections of the City Code.

2. **Backflow Prevention Devices.** All irrigation systems shall be protected by an approved type and size of backflow prevention devices, as required by the Public Works Department, to be painted green and screened by landscaping.

3. All sprinkler heads shall be adjusted and maintained to minimize overspray upon public access ways in order to reduce the undermining of surface areas and to reduce water waste.

4. Sprinkler heads and risers shall be protected from car bumpers. “Pop-up” heads shall be used near curbs and sidewalks. The landscape irrigation system shall be designed to prevent run-off and overspray.

5. Irrigation systems shall be maintained in good working order.

C. In addition to the requirements of subsection B of this section, any required permanent underground irrigation system for a development with 500 square feet or more in landscape area shall comply with the following criteria:

1. Each irrigation system shall be equipped with an automatic controller capable of operating valve stations to set days and length of time.
2. Each irrigation system shall be equipped with a rain sensing override device which automatically shuts off the irrigation system when it rains.
3. Whenever possible, landscape irrigation shall be scheduled between 2:00 a.m. and 10:00 a.m. to avoid irrigation during times of high wind or high temperature.
4. For larger developments, the following criteria may be required when considered appropriate under a department policy of either the Planning Division or Public Works Department.
    a. A soil moisture sensing device may be required where appropriate to measure soil moisture and maintain efficient irrigation schedules.
    b. A separate landscape water meter may be required.

Chapter 19.436 Development Standards—Vehicular Provisions

19.436.010 Street Dedication and Improvement.

No building permit shall be issued until the following requirements are met:

A. All streets, alleys, and other public rights-of-way shown on plans approved by the City Council and which abut the subject property shall be dedicated to the planned right-of-way line or a deed of dedication deposited in escrow with an escrow agent acceptable to the City Attorney, the delivery of which is conditioned upon the required permit being granted.

B. All improvements of streets, alleys, and other public rights-of-way which abut the subject property and are required in order to conform to improvement standards approved by the City Council shall be installed, or a performance bond, in a reasonable amount to be determined by the City Engineer, with sureties to be approved by the City Attorney, shall be filed with the City Clerk, or cash in a like amount shall be deposited with the Finance Director to be placed in a trust fund.

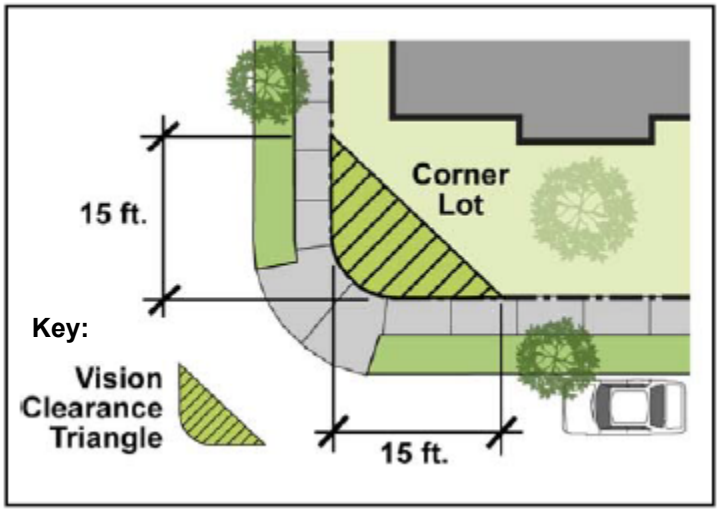
19.436.020 Vehicular Provisions for Non-residential Uses.

With the exception of required yards and setbacks (see Chapter 19.420) and landscape buffer requirements of Section 19.436.080, the vehicular provisions of Chapter 19.536, Division 5 for commercial uses shall apply for any permitted non-residential use in the RM zones.

19.436.030 Vision Clearance.

A. Vision clearance areas shall be provided as follows:

1. **On any corner lot:** A triangular area at the street intersection measuring 15 feet along each street property line (or the projections thereof parallel to the centerlines of the streets) from the point of intersection of such property lines (or the projections thereof);



2. At the intersection of an alley with a street, or at the intersection of two (2) alleys, or at an angle point where the alignment of an alley changes by sixty degrees or more: a triangular area measuring 15 feet along each street or alley property line from the point of intersection of the property lines;

3. At any driveway entrance from or exit to a street: triangular areas on each side of the driveway measuring fifteen feet along the street property line and fifteen feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line;

B. Within a required vision clearance area there shall be no fence, tree, shrub, or other obstruction to sight between two feet and seven feet above the established street grade. Where the vision clearance area for an existing driveway falls on adjacent property, no additional obstruction in the two-foot to seven-foot height range shall be placed in the vision clearance area except a fence which meets the fence design criteria for vision clearance areas under Section 19.428.030. Where existing obstructions exist on adjacent property in the two-foot to seven-foot height range, any new driveway constructed on the subject property shall be located so as to not have any such obstructions in its vision clearance areas.

C. Permitted Encroachments. The following encroachments are permitted within the minimum required vision clearance area:

1. Utility-owned pole lines within approved easements.
2. Access walkways.
3. Fences, walls, hedges, and berms, subject to the design criteria under Section 19.428.030.
4. Landscaping, such as vines, shrubs, and/or ornamental grasses, not exceeding two (2) feet in height. Landscaping height may be adjusted to four (4) feet in height provided that it does not act as a privacy screen by spacing less dense landscaping a minimum of five (5) feet apart.

19.436.040 Residential Driveway Standards.

A. In case of any conflict between the requirements of this section and any safety requirements pursuant to the Fire Code, the Fire Code requirements shall prevail.

B. Every garage, carport, parking area, or other off-street vehicular area shall be connected to one (1) or more public streets or alleys by one (1) or more driveways meeting the standards set forth in this section.

C. Driveway Width.

1. The width of any driveway shall be within the limits shown in Table 19.436.040, except for a single family dwelling (one dwelling unit on a lot) in the RM zones, the requirements for driveway width shall be governed by Section 19.336.030 of Division 3 for the RS-6 zone.

2. Where the driveway approach width at the street property line required by the City Engineer pursuant to Title 12 is different from the driveway width required by this section, a variable width transition segment outside the street right-of-way shall be provided to provide a smooth connection.

3. **Permitted Encroachments.** The following encroachments are permitted within the required minimum driveway width:

    a. Projections from buildings, with the minimum required height clearance of subsection D of this section, such as;
        i. Cantilevered eaves, awnings, and shading devices.
        ii. Architectural features—sills, cornices, buttresses, etc.
        iii. Mechanical equipment cantilevered from building.
        iv. Balconies, second floor overhangs, and porte cocheres.
    b. Utility-owned pole lines within approved easements.
    c. Access walkways.
    d. Security gate, subject to vision clearance requirements of Section 19.436.030 and the fence requirements of Chapter 19.428.

Table 19.436.040

DRIVEWAY WIDTHS

Zone RM-10, RM-20:	Minimum Driveway Width	Maximum Driveway Width
Not more than three dwelling units on lot	12 feet (1)	25 feet
More than three dwelling units on lot	20 feet	25 feet
(1) To preclude backing out onto a street, for any multifamily dwellings on property with access on a secondary or greater highway, as denoted in the Buena Park General Plan, the minimum driveway width shall be 20 feet.		

D. Driveway Height Clearance. Within the required driveway width, there shall be no obstruction from the driveway surface to a height of eight feet. In addition, any portion of a driveway not covered by a building or porte-cochere shall be unobstructed to a height of fourteen (14) feet.

E. Driveway Curvature. The minimum turning radius for any curve in a driveway shall be 25 feet measured to the outside edge of the driveway. The minimum turning radius for parking aisles shall be 25 feet.

F. Driveway Circulation Pattern.

1. Driveways and on-site circulation shall be arranged so that vehicles are not required to back into a street, with the following exceptions;

a. Single family dwellings.
b. A lot with 3 or fewer units with vehicular access on a street designated as a secondary or lower-volume street/arterial as denoted in the Buena Park General Plan.

2. Any garage or carport with its vehicular entrance facing a street, where permitted under subsection F of this section, shall be in compliance with this Chapter in order to allow temporary parking in the driveway without obstructing any portion of a public right-of-way.

3. There shall be no direct entry from an alley to a parking space in order to preclude backing from a parking space into an alley in the RM zones.

4. In all residential zones, there shall be no circular driveway in a front yard area with two (2) driveway entrances from the same street unless the street frontage on such street is 120 feet or more.

5. Corner Lots. Corner lots shall include a minimum of one (1) driveway on each street frontage (primary street and secondary/side street).

G. Surface Parking.

1. Parking lots shall be placed to the side or rear of buildings. There shall be no vehicular parking between building fronts and the public right-of-way.
2. Parking lots shall be connected to all building entrances by means of internal pedestrian walkways. Pedestrian walkways shall be a minimum of three (3) feet wide.
3. Access drives shall be at least 150 feet apart and at least 100 feet from street intersections, and 12 feet minimum from a property line unless an approved shared drive is provided or the driveway location does not create a traffic hazard to adjacent property.
4. Parking lot landscaping shall be located so as to discourage pedestrians from having to cross any landscaped areas to reach building entrances from parked cars.
5. Maximum number of driveways:
i. One driveway for lot frontage up to 150 feet.
ii. Two driveways for lot frontage 150 feet to 299 feet.
iii. One driveway for each additional 300 feet.

H. Residential Garage. If garage parking is provided, the following standards shall apply:

1. Garage doors may occupy no more than 25 percent of a building's street frontage and shall be recessed a minimum of 18 inches from a street-facing wall plane.

2. Street-facing garage doors serving individual units that are attached to the structure shall incorporate one (1) or more of the following so that the garage doors are visually subservient and complementary to other building elements:
    i. Garage door windows or architectural detailing consistent with the primary dwelling.
    ii. Arbor or other similar projecting feature above the garage doors. Projecting features located above the garage door shall not project more than 2.5 feet into the required setback.
3. Each garage space shall be equipped with an automatic door opener and a roll-up sectional or similar garage door. On multifamily dwellings, a security gate on a multi-space garage is permitted pursuant to Section 19.428.060.

I. Interior Dimensions for Multi-Family Enclosed Garages.

1. A single-car garage shall be at least 10 feet in width and 20 feet in depth.
2. A standard double car garage shall be at least 20 feet in width and 20 feet in depth. For any interior utilities such as floor mounted water heaters, washer and dryer, and water softeners, etc. shall be located outside of the required parking space dimensions pursuant to Table 19.436.070.
3. For an attached private garage, the design shall include adequate space for waste/solid storage and a water heater unit.

J. Parking Structure and Loading.

1. Any driveway providing access to a parking structure shall have a minimum width of 25 feet.
2. Parked vehicles at each level in the structure shall be shielded from view of adjoining streets.
3. The exterior elevations of parking structures shall be designed to minimize the use of blank concrete facades. This can be accomplished through the use of textured concrete, planters or trellises, or other architectural treatments.
4. If a toll or fee booth is in the driveway area, the driveways on either side of the booth shall have a minimum width of 12 feet.
5. The maximum length of a parking aisle without being intersected by another parking aisle or driveway shall be 300 feet.
6. Minimum lighting requirement at entrances and exits is 50 foot-candles. Minimum lighting requirement of parking areas is 5 foot-candles.
7. The minimum distance of entry/exit from a corner intersection is 150 feet.
8. Illuminated signs with architectural features, such as an arch or canopy, shall be used at the entrance to emphasize the facility entry and attract patrons pursuant to Section 19.904.080.B.

K. Tandem Parking. Tandem parking may be permitted to satisfy the off-street parking requirement for a residential unit in accordance with the following:

1. No more than two vehicles shall be placed one behind the other.
2. Both spaces shall be assigned to a single dwelling unit.
3. The tandem parking spaces shall be a minimum 36 feet by 9 feet in interior dimensions.
4. Tandem parking to meet required parking for multiunit development shall not exceed 50 percent of the total provided number of spaces.
5. Tandem parking shall not be used to satisfy the parking requirement for guest parking.
6. The minimum vertical clearance shall be 8 feet.

L. Visitor Parking. Parking for visitors and/or employees shall be accommodated on site in garages or parking areas to minimize spillover to adjacent residential neighborhoods.

19.436.050 Parking Spaces Required.

A. In connection with the use of each lot, sufficient off-street parking space shall be provided to meet the demand created by all activities on the lot. The minimum requirements for residential uses shall be as shown in Table 19.436.050, entitled Parking Spaces Required. Additional requirements may be imposed, based upon substantiated estimates, as a condition of approval of a development under site plan review, conditional use permit, or other development approval procedure provided for in this Title. For uses or property for which no parking requirement is set forth in Table 19.436.050, nor previously determined under the interpretation procedure (Section 19.128.010), nor established under a development approval procedure, a parking

requirement shall be determined for that type of use pursuant to the interpretation procedure set forth in Section 19.128.010.

B. Any fractional space requirement resulting from the calculation of required parking spaces shall be disregarded if less than 0.50 space and shall be counted as one required space if 0.50 or greater.

Table 19.436.050

PARKING SPACES REQUIRED

Use	Parking Spaces Required
Residential uses:	
Single family dwelling.	2 garage spaces (1) (Subject to Chapters 19.316 and 19.336 of Division 3 for the RS-6 zone)
Condominium, Townhomes, cooperative apartment, community apartment	0-3 bedrooms = 2 garage spaces (plus 1 additional open space) 4 bedrooms = 2 garage spaces (plus 1.5 additional open spaces) When an on-site leasing office is included in the development, a minimum of three (3) parking spaces for prospective tenants shall be provided outside of any security gates or the security gate system shall provide for access to non-residents for leasing purposes. For all townhome/condominium developments, the allocation and management of restricted or assigned parking spaces shall be governed by Community Covenants and Restrictions (CC&Rs) which shall be reviewed and approved by the city to ensure compliance with local regulations.
Mobilehome park.	2 spaces (tandem parking permitted) plus 0.25 visitor space per unit.
Multifamily apartments:	
in RM-10 Zone and RM-20 Zone.	0-1 bedrooms = 2 spaces (1 covered) 2 bedrooms =2.5 spaces (1 covered) 3+ bedrooms =3 spaces (1 covered) When an on-site leasing office is included in the development, a minimum of three (3) parking spaces for prospective tenants shall be provided outside of any security gates or the security gate system shall provide for access to non-residents for leasing purposes.
Group quarters:	
Rooming house, dormitory, sorority fraternity, etc.	1 space per sleeping room (plus 1 space per 100 sq. ft. of total net floor area in sleeping rooms which are in excess of 150 square feet in each such room) plus 2 spaces for any manager's dwelling unit.
Religious group quarters.	0.5 space per sleeping room (plus 0.5 space per 100 sq. ft. of total net floor area in sleeping rooms which are in excess of 150 sq. ft. in each such room)
Community residential care:	
Small group care home.	2 spaces (in garage) + 2 driveway spaces
Other community residential care facility.	To be determined under conditional use permit based on licensed capacity, type of care, and number of employees. If no conditional use permit is required, parking spaces shall follow standards for single-family dwellings.
(1) Any home constructed with five bedrooms or including at least 3,000 sq. ft. of living space shall maintain a minimum 600 square foot garage.	
Non-Residential uses: (For parking space requirements of non-residential uses, refer to Section 19.536.040 of Division 5.)	

* Assembly Bill 2097 (AB 2097) prohibits public agencies or cities from imposing a minimum automobile parking requirement on most development projects located within a half-mile radius of a major transit stop. However, Government Code §65863.2(b) provides that any public agency findings to impose parking minimums must be supported by a preponderance of evidence in the record, showing that not imposing or enforcing minimum automobile parking requirements on the development would have a substantially negative impact, on any of the following:

1. The City's ability to meet its share of the Regional Housing Needs Assessment (RHNA) for low and very low-income households.
2. The City's ability to meet any special housing needs for the elderly or persons with disabilities, as identified in the City's Housing Element.
3. Existing residential or commercial parking within one-half mile of the housing development project.

Consistent with the preponderance of evidence standard under Government Code Section 65863.2(b), a parking study must be provided by the public or other interested party as part of the evidence of a substantially negative parking impact for a given project.

19.436.060 Residential Parking Location.

A. Required residential parking shall be located on the same lot as the activities or uses served, except as follows:

1. Required parking may be located on a lot adjacent to the lot served subject to a recorded covenant as provided in subsection B of this section.
2. Any required parking provided by means of an off-street parking district is not subject to a specific location requirement.

B. Where required parking is not on the same lot as the activity or use served, a covenant running with the land shall be recorded by the owner of the parking lot guaranteeing to the City that the required parking will be maintained for the use or activity served.

19.436.070 Residential Parking Dimensions and Layout.

Table 19.436.070
PARKING LAYOUT STANDARDS

Type of Space	Stall		Aisle Width (in feet)							
	Width in feet	Length in feet	One-Way				Two-Way			
			30°	45°	60°	90°	30°	45°	60°	90°
Standard Car Parking:										
Angle Parking:	9	18	15	19	20	20	20	20	20	25
Parallel Parking	8	22								
Compact Car Parking										
Angle Parking:	8	16	13	15	20	20	20	20	20	25
Parallel Parking	7	20								
Tandem Car Parking (1)	9	36								

(1) Tandem parking stalls are permitted in parking garages and private parking lots provided at least one (1) parking stall per dwelling unit and all stalls required for any guest parking shall be individually and easily accessible and at least one (1) standard stall per dwelling unit shall be provided.

A. Except as further provided in this section, the layout of residential parking areas shall meet the standards shown in Table 19.436.070.

B. Parking areas shall be located within the development and not along primary frontages, unless properly screened from view. An exception may be made for accessible parking and visitor parking.

C. Where internal street networks are provided, visitor parking shall be permitted as on-street parking on the internal street.

D. Parking areas shall be divided into parking courts separated by landscaping.

E. Where multi-family developments are located adjacent to any RS zone, parking for residents, visitors, and/or employees shall be accommodated onsite in garages, parking areas, or along internal streets to minimize spillover to adjacent residential neighborhoods. Parking and loading/unloading areas shall not create stacking/queuing issues at ingress/egress points.

F. There shall be a clear vehicular entry to every required parking space at least equal in width to the required width of the space, except that for spaces in residential garages or carports, the vehicular entry widths shall be at least equal to the minimum door or opening widths as required by Section 19.416.090.

G. Each parking space and aisle shall have a minimum clear height of at least six and one-half feet, except a storage bin may project not more than two and one-half feet into the front of a parking space with a clear height from the parking surface of at least four feet. For residential visitor parking spaces, at least twenty percent of the spaces provided together with their associated parking aisles shall have a clear height of at least seven feet.

H. Americans with Disabilities Act (ADA) parking spaces shall be provided in accordance with State standards.

I. Except for any parking area of 10 or more spaces other than residential garage spaces, not more than 30 percent of the required spaces may be for compact car parking.

J. The layout of parking spaces shall comply with the driveway circulation requirements of Section 19.436.040.

19.436.080 Residential Parking Improvements.

A. Except as otherwise specified in this Title, parking may be provided in parking lots, carports, garages, or other parking structures.

B. Drainage. All areas for the movement, parking, loading, repair, or storage of vehicles shall be graded and drained to dispose of surface water. In all cases except single-family residential uses, drainage shall be arranged to prevent surface flow across walkways and driveways.

C. Paving.

1. All areas for the movement and parking of vehicles shall be paved and maintained to eliminate dust and mud, to provide an even, unbroken driving surface, and to present a uniform appearance. This requirement shall not apply to:

a. Non-required parking spaces for single-family dwellings.

b. That portion of a mobile home site beneath the mobile home.

2. For all residential uses, all driveway approaches, driveways, required parking areas, and floors of carports and garages shall be portland cement concrete with a minimum 4 inches thickness. Other similar paving material may be permitted by the Director for driveways and parking areas, provided it is determined to be equivalent in useful life, serviceability, and appearance.

D. Permitted Vehicle Overhang. In all angle parking stalls (including ninety-degree parking) facing the perimeter of an uncovered parking area, a six-inch high poured-in-place concrete curb shall be provided, located three feet inside the front boundary of the stalls, with the area between the curb and the front boundary of the stall to be landscaped.

E. Landscaping.

1. Landscaped Buffers Along Streets. Every parking area adjacent to a street, including vehicular overhangs, shall be set back from the street as indicated in the table below. Such setback areas shall be permanently landscaped in accordance with the requirements of Chapter 19.432.

	Minimum setback from property line for parking
Front property line	10 feet
Side property line, adjacent to street	10 feet

F. Screening in the RM Zones. In the RM zones, not including the RMH Zone, any parking area located in front of a main building or within sixty feet from a street property line shall be screened from public view by one of the following methods:

1. The parking shall be within a garage building or garage portion of a main building which is architecturally integrated with the main building.

2. The parking shall be effectively screened by ornamental fences, hedges or berms, or some combination thereof, at least four feet high, and including trees in any case. Erosion from such landscaped area onto any public walkway shall be prevented by sod, ground cover, or a six-inch-high concrete curb.

G. Marking of Parking Spaces.

1. All residential parking spaces serving more than three dwelling units on a lot, shall be marked with double lines with minimum 4-inch-wide stripes and a minimum 8-inch separation separating stalls.

2. Spaces for handicapped (ADA) parking and for compact cars shall be identified.

H. Lighting. Except for a single family dwelling, security lighting shall be provided in all parking areas accessible to public entry after dark, subject to the following criteria:

1. Energy-efficient, full-cutoff pole fixtures shall be utilized to provide adequate light levels for safety at parking lots. Use of unhoused, bare bulbs shall be prohibited.
2. Building-mounted lighting fixtures shall not project above the fascia or roof line. Recessed wall mounts are encouraged.
3. Surface parking lot lighting fixtures shall not be on poles over 20 feet in height.
4. High-efficiency technology such as LED lighting with advanced controls shall be utilized to minimize energy consumption of parking lot lighting.
5. All luminaires shall be directed, shielded, or oriented to prevent light trespass or glare onto adjacent properties, rights-of-way and/or driveway areas.
6. All required lighting shall be permanently maintained as a condition of the use.

Chapter 19.440 Development Standards—Utilities And Mechanical Equipment

19.440.010 Undergrounding of Utilities.

A. In connection with the new construction or relocation of a main building, or a change of use to a nonresidential use, all utility lines within the site boundaries shall be placed underground. Necessary surface-mounted utility equipment is permitted, provided it is screened from public view in the same manner as required for mechanical equipment as provided in Section 19.440.020.

B. The provisions of this section may be waived pursuant to the procedure provided under Section 19.128.060.

19.440.020 Visual Screening of Mechanical Equipment.

A. All exterior equipment, whether freestanding or attached to a building, including pipes, conduit, and duct work shall be effectively screened from public view or architecturally integrated into a building structure, with the following exceptions:

1. Vents less than two (2) feet in height.
2. Window-mounted air conditioning units on multi-family dwellings;
3. Free-standing or roof-mounted solar equipment.
4. Outdoor lighting standards and fixtures.

B. Design/Materials.

1. Screening must be architecturally consistent and/or integrated with the facility in terms of design, screening materials, and colors. Effective screening does not call attention to itself, but quietly complements the building.
2. No raw or untreated materials shall be used on roof or building mounts. Fire Code requirements for the particular use and/or building will determine the permitted combustible or non-combustible material.
3. All utility equipment shall be located out of the pedestrian path of travel. All utility equipment shall be purposefully and aesthetically placed adjacent to alleyways, within parking areas, rear or side yards, or within building "notch outs" and screened from public view.
4. Mechanical equipment shall be either placed on the ground and screened with landscape or placed on the roof and screened with architectural materials such as roof or parapet consistent with the overall architectural style.
5. All electrical utility equipment, electrical meters, and junction boxes shall be placed within a utility room. If a utility room is not feasible, then all utility equipment shall be purposefully designed as an integral part of the building development, placed adjacent to alleyways, within parking areas, or within rear or side yards, and screened from public view.
6. Trees and shrubs shall be placed a minimum of 5 feet away from water meter, gas meter, or sewer laterals; a minimum of 10 feet away from utility poles; and a minimum of 3 feet away from fire hydrants and fire department sprinkler and standpipe connections, unless another dimension is approved by the local Authority Having Jurisdictions.
7. **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.
    a. New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building.
    b. For existing buildings with no parapet less than two (2) feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.
8. **Wall-and Ground-Mounted Equipment.**
    a. Equipment is not allowed between front or side street facades and the street.
    b. All screening devices shall be as high as the highest point of the equipment being screened.
    c. Equipment and screening shall be in compliance with the setbacks of the zone.

d. Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.
e. On ground mounts, view obscuring ornamental block, wood, and earth berms with acceptable landscaping may be used to provide effective architectural screening, if the treatment is deemed to be consistent with the overall design concept.

C. Treatment of Above-grade Transformers; Meters; Gas Manifolds, etc. It is the intent to encourage the placement of such equipment in underground vaults. If placed above grade for a multi-family dwelling, such equipment shall be located in a side yard out of direct view from the street. If placed above grade for other than a multi-family dwelling, such equipment shall be located and screened from public view by an architectural screen and landscaping.

D. Maintenance. All screening devices shall be permanently maintained.

19.440.030 Communications Antennae Placement in Residential Zones.

A. Communication antennae (including guy wires, supports, and antennae elements) shall be permitted anywhere on a lot except in front or side yard setback areas abutting a street and in required rear and side yard setback areas.

B. Communication antennae shall not be supported by wooden towers.

19.440.040 Receive-only Television, Satellite Dish, and Radio Antennae Placement in Residential Zones.

A. Receive-only Antennae.
1. Any receive-only antenna may be mounted in the rear yard, interior side yard, or on the roof of any residential structure, subject to all conditions hereinafter provided, upon receipt of an antenna permit obtained in accordance with the provisions of subsection **E** of this section.

B. Screening Required.
1. Each receive-only antenna visible to the public which has a surface area exceeding 20 square feet, shall be screened. All such screening shall be on three sides and shall be sufficiently high so as to screen ninety percent or more of the antenna from public view.

C. Location.
1. No receive-only antenna, or its supporting structure, shall be installed in any required setback or in any other location which would impede emergency access to any portion of the subject property.

D. Height.
1. No receive-only antenna shall exceed 10 feet in height above the peak roof line of the structure upon which such antenna is mounted or ten feet above the peak roof line of the closest building or residential structure located on the subject property if such antenna is not to be roof mounted.
2. Nothing herein shall excuse any person from obtaining all permits otherwise required or from complying with any and all applicable local and State codes, laws and regulations pertaining to the installation of antennae and/or antenna supporting structures.
3. Each receive-only satellite dish antenna shall be earth-tone or neutral in color and shall be constructed of a "see-through" mesh or open grid design. Solid surface receive-only satellite dish antennae, such as solid white fiberglass designs, are prohibited unless completely screened from view at all times.

E. Receive-only Antenna Permit Application.
1. Where a permit is required, or application therefore is authorized, under any provision of Section 19.440.030 or this section, each person desiring a permit shall apply to the City's Planning Division. The applicant shall provide a completed application on a form provided by the Planning Division containing at minimum, the following:
    a. Name, address, and telephone number of the applicant,

b. The specific location where the applicant proposes to install the antenna, including a detailed description of the antenna design and any supporting structure proposed to be utilized, including size, weight, and such other information as the Planning division may require,
c. Specific reasons as to why the antenna proposed to be installed should not be mounted in the rear yard, or otherwise, in accordance with the preferred order of placement, as herein prescribed,
d. If required herein, a description of the screening proposed to be utilized by the applicant,
e. A sketch or other drawing, satisfactory to the Director, showing:
    i. Location of physical features on the subject property,
    ii. Approximate dimensions (plus or minus one foot) of the subject lot and physical features thereon,
    iii. The specific location where the antenna, and screening if required, are proposed to be installed,
    iv. Any other physical features in the area of the subject property which applicant feels would adversely affect reception in those areas set forth herein as “preferred,” and
    v. The design of the antenna and proposed support structure,
f. A statement as to why the proposed antenna may not be satisfactorily installed, or will not satisfactorily function, in a preferred area, as prescribed herein,
g. A declaration made under penalty of perjury that either the property upon which the antenna is proposed to be installed is not subject to any contractual covenants, conditions, or restrictions, or alternatively, that any applicable contractual covenants, conditions, or restrictions do not preclude the installation of the antenna, as proposed by the applicant.
h. All applicants for an antenna permit may be required to show to the satisfaction of the Director that circumstances preclude installation in a preferred area, or that reception quality in the preferred area or areas is insufficient, as herein prescribed.
i. Any person aggrieved by any provisions of this section due to exceptional circumstances may apply for an antenna permit in accordance with the provisions of subsection E of this section.

19.440.050 EV Charging Stations

A. Pursuant to Government Code Sections 65850.7 and 65850.71, any EV charging stations installed within any RM zone, is subject to the provisions of the streamlined permitting process pursuant to Chapter 15.71 of the City of Buena Park Municipal Code. In addition, EV charging stations in RM zones shall meet the requirements set forth in the Building Division’s Electric Vehicle Charging System Guidelines for Residential Buildings. In addition, the EV charging station installation and equipment shall be consistent with the rules and regulations in CALGreen Building Standards Code and CBC Chapter 11A and 11B as applicable.

Chapter 19.444 Development Standards—Environmental Effect

19.444.010 Noise Control.

In addition to the requirements of Title 8, the following noise standards shall be met where applicable:

A. Residential Acoustical Design.

1. For all dwelling and group quarters, the development shall be designed to achieve:

    a. Within each main building, a community noise equivalent level (CNEL) not exceeding forty-five decibels;

    b. In outdoor areas, a community noise equivalent level (CNEL) not exceeding sixty-five decibels, except that where it is not reasonably possible to achieve this objective, the development shall be designed to provide the lowest noise level reasonably possible within private open areas and/or common usable open areas of at least one hundred square feet per unit, with access to such area available to the residents of each unit.

2. Acoustical design and analysis shall be based upon the projected noise contours as shown in the noise element of the General Plan. For all new residential developments, an acoustical analysis shall be submitted to the City as follows:

    a. For any residential development within a sixty decibel CNEL contour, an analysis by a professional architect, engineer, or building designer shall demonstrate that the required noise levels will be achieved.

    b. For any residential development within a sixty-five-decibels CNEL contour, or within either the moderate noise impact area or the significant noise impact area of the Fullerton Municipal Airport as shown in the noise element of the Buena Park General Plan, an analysis by a professional mechanical or acoustical engineer shall demonstrate that the required noise levels will be achieved. Prior to issuing a certificate of occupancy, the Building Official may require tests by a qualified acoustical technician to confirm that the noise reduction achieved is sufficient to meet the requirements of this section.

B. Air Conditioning Equipment. Exterior air conditioning equipment, other than self-contained window-mounted units in single-family dwellings, shall have a sound rating number (SRN) no greater than 60 decibels, in accordance with ARI (Air Conditioning and Refrigeration Institute) Standard 270, or the equivalent.

19.444.020 Compliance with Airport Environs Land Use Plan for Orange County.

Applicants proposing buildings or structures that penetrate the Notification Surface for FMA or JFTB Los Alamitos shall file a Form 7460-1Notice of Proposed Construction or Alteration with the Federal Aviation Administration and provide a copy of the FAA determination to the City and Airport Land Use Commission (ALUC).

19.444.030 Lighting.

A. Lighting on any premises shall be directed, controlled, screened, or shaded in such a manner as not to shine directly on surrounding premises. Where adjacent owners enter into a written agreement, which shall be recorded, for the joint illumination of their premises, their combined properties shall be considered as a single premises for purposes of this regulation.

B. Lighting on any premises also shall be controlled so as to prevent glare on driveways, walkways, and public thoroughfares.

C. The use of unshaded clear bulbs in exterior lighting is prohibited.

19.444.040 Maintenance and Operation.

All uses and activities shall be operated and maintained so as not to be hazardous, obnoxious, or offensive due to air pollution, odor, dust, smoke, gas, water pollution, noise, vibration, illumination, glare, electromagnetic disturbance or other radiation, or similar effects detrimental to public health, safety, and welfare. All Federal, State, and local laws and regulations concerning environmental protection shall be complied with.

Chapter 19.448 Special Requirements for Certain Uses

19.448.010 Mobilehome Parks.

A. **Purposes**. The purposes of this section and other provisions of this Division regulating mobilehome parks are to:

1. Protect the quality of mobilehome living;
2. Control abandonments of mobilehome parks and conversions of mobilehome parks to condominium-type ownership in order to avoid a shortage of affordable housing, avoid involuntary displacement of residents, and to mitigate relocation problems for displaced residents;
3. Protect the areas surrounding mobilehome parks from adverse effects.

B. **Location and Use Approval.** A mobilehome park on a site which is held in undivided ownership is automatically permitted in the RMH Zone, subject to the provisions of this Division, Title 15, and other applicable laws. A mobilehome park on a site held in divided ownership, including planned unit development, condominium, or stock cooperative forms of ownership, is permitted in the RMH Zone subject to a conditional use permit being granted and approval of a subdivision map.

C. Permitted Facilities and Activities.

1. All living quarters in a mobilehome park shall be mobilehomes approved under state or federal regulations, except one site-built dwelling unit for a manager or caretaker is permitted. Recreation vehicles shall not be occupied as living quarters within a mobilehome park.
2. The following accessory uses are permitted:

   a. Recreational facilities for the use of residents and guests only;
   b. Laundry for the use of residents only;
   c. Home occupations, subject to the provisions of Section 19.448.060;
   d. Office, maintenance, service, and utility facilities pertaining only to the operation of the mobilehome park;
   e. Storage buildings and open storage areas for the use of residents only. Open storage areas shall be screened in accordance with Section 19.424.020.

D. **Density**. The maximum density of a mobilehome park shall be 12 dwelling units per net acre in the total site (as provided in Section 19.408.010).

E. **Site Requirement.** The minimum net site area for a mobilehome park shall be 200,000 square feet (as provided in Section 19.408.050).

F. **Development Standards**.

1. **Mobilehome Site Size.** The average size of mobilehome sites within each mobilehome park shall be not less than 2,400 square feet. No mobilehome site shall have an area less than 1,600 square feet.
2. **Foundations.** Permanent foundations for mobilehomes shall not be provided except foundations may be constructed in the case of a stock cooperative or condominium-type ownership where the mobilehome owner also has an ownership interest in the mobilehome site.
3. **Buildings.** No building shall be attached to or supported by a mobilehome.
4. **Height.** No building or structure shall exceed 2 stories or 30 feet in height, whichever is less.
5. **Open Area.** The ground coverage of each mobilehome site shall not exceed 60 percent.
6. **Setbacks.**

   a. Abutting any surrounding streets, a mobilehome park shall have front and side yard setbacks of at least twenty feet.
   b. Any common structures or facilities not over fifteen feet high shall be set back at least five feet from any property line abutting property in a residential zone.

c. Any common structures or facilities over fifteen feet high shall be set back at least ten feet from any property line abutting property in a residential zone.
d. On each mobilehome site, the mobilehome and any other structures or facilities shall be set back at least five feet from the boundaries of the site.
e. No encroachments shall be permitted in any of the required setback areas except as follows:
    (i) Landscaping, in any setback area;
    (ii) Fences not over three and one-half feet high, in any setback area;
    (iii) Fences three and one-half to seven feet high, in any setback area other than a required setback area abutting a street;
    (iv) Screened common storage areas, in perimeter setback areas other than a required setback area abutting a street and other than a required setback area on a mobilehome site.

7. **Trash Areas.** Trash storage facilities in compliance with the requirements of Section 19.424.010 shall be located within one hundred feet of each mobilehome.

8. **Storage.** All storage shall be within accessory storage buildings or screened enclosures which comply with the provisions of Section 19.424.020, whether such storage is located on individual mobilehome sites or as a common facility for residents.

9. **Fences.** An ornamental masonry wall at least 6 feet high and not more than 7 feet high shall completely enclose all mobilehome park facilities except for entrance drives and walks and perimeter setback areas along street frontages.

10. **Landscaping.** All ground areas not covered by permitted facilities shall be landscaped.

11. **Access and Circulation.** A paved roadway at least thirty feet wide shall extend from a public street to each mobilehome site. Roadway improvements shall comply with the paving standards of Section 19.436.080 and any additional such standards adopted for mobilehome parks pursuant to Section 19.124.050.

12. **Parking.** Parking areas shall be provided as required by Chapter 19.436. Parking shall not be permitted within the minimum thirty-foot width of each roadway.

13. **Community Facilities.** Common usable open area shall be provided as required by Section 19.420.040. Suitable recreational facilities shall be provided for the use of residents such as swimming and therapeutic pools, clubhouses, tennis courts, shuffleboard courts, and landscaped park areas.

14. **Signs.** In lieu of the permit-exempt identification sign permitted by subsection D of Section 19.904.080, Division 9, one identification sign is permitted at each park entrance. Each such sign shall have a total sign face area of not more than 24 square feet. The total sign face area of all such signs shall not exceed one square foot for each dwelling unit in the park. In addition, a directory sign not exceeding 24 square feet in total face area, showing names, addresses, and locations of residents, may be located inside each entrance. Directional signs, not exceeding 4 square feet in total sign face area each and not more than 4 feet high, may be placed as necessary.

15. **Utilities.** Individual utility metering shall be provided for all mobilehome sites.

16. **Site Plan Review.** All development in a mobilehome park shall conform to a site plan approved pursuant to Section 19.128.040.

G. **Ownership and Management.** In connection with any approval of a conditional use permit and/or subdivision map for divided ownership of any mobilehome park, conditions shall be imposed requiring documents governing the ownership and management of the park which meet the same criteria as set forth for condominium documents under subsection 8 of Section 19.448.030.

H. **Conversion or Abandonment.** In the event all or part of a mobilehome park located in the RMH Zone is proposed to be vacated, converted to another use, or converted to a planned unit development, condominium, or stock cooperative form of ownership, the following shall be required:

1. The mobilehome park owner shall give notice to all residents of the park and to the City Council at least one hundred eighty days in advance of such proposed abandonment or conversion.
2. During such one-hundred-eighty-day period, the owner shall hold open an offer of sale of the park to any association formed by and open to membership of all park residents for the purpose of acquiring ownership of the park.
3. If abandonment of mobilehome use in all or part of the park is proposed, such abandonment shall not take place until a change of zone has been initiated by the owner and acted upon by the City Council. (See California Government Code Section 65863.7)
4. If conversion to a new ownership form is proposed, a conditional use permit and subdivision map approval procedure shall be initiated by the current owner. In case of approval, the conditions of such approval shall require that residents be given the first right of refusal on the purchase of ownership rights in their respective mobilehome sites.

19.448.020 Multifamily Development on RM-20 Lots with Non-Conforming Lot Width and/or Lot Area.

A. Purpose. The purpose of this section is to provide for multi-family residential development on existing lots in the RM-20 zone which are non-conforming in lot width and/or area, and to provide certain specific minimum development standards that will reduce the intensity of multi-family development on the smaller lots, encourage lot consolidation to achieve conforming lot width and area whenever possible, and promote shared driveways whenever possible to maximize the availability of on-street parking in the RM-20 zone.

B. Definition. For the purpose of this section, a non-conforming lot is defined as any existing lot in the RM-20 zone which has a lot width less than 100 feet and/or a lot area less than 12,500 square feet.

C. Density. The maximum density for any non-conforming lot shall be determined by computing the maximum number of dwelling units otherwise permitted under Sections 19.408.010, 19.408.020, and 19.408.030; and reducing that number in accordance with the following factors:

1. One percent reduction for each foot of lot width less than 100 feet.
2. One percent reduction for each 200 square feet of lot area less than 12,500 square feet.
3. Fractional results shall be governed by Section 19.408.040.

D. Site Plan Review Required. A Site Plan shall be submitted for any multi-family residential project on a non-conforming lot in the RM-20 Zone which shall meet the criteria set forth in this section. The plan shall be filed in the manner and form prescribed in Section 19.128.040

1. Intent. The intent of the Site Plan Review is to allow for the development of non-conforming lots while ensuring that any potential areas that may exist for common use with adjacent lots, such as shared open space, site access or reciprocal parking, are identified for future use.
2. The information on the Site Plan shall include, but is not limited to, the following for the subject lot and all adjacent lots:
    a. Applicable existing and/or conceptual building locations and orientation;
    b. Overall circulation, both vehicular and pedestrian;
    c. Points of ingress and egress to public and private streets;
    d. Parking lot locations and configurations;
    e. Areas for potential or future common use on adjacent lots, such as shared open space, site access or reciprocal parking, shall be identified.
3. **Review Criteria.** The master plan shall be reviewed in accordance with Section 19.128.040 (Site Plan Review).

E. Development Standards. Under the provisions of this section, any residential development of more than one dwelling unit on a non-conforming lot in the RM-20 zone shall comply with all development standards of Division 4, with the following exceptions:

1. Height of Structures.

a. For any building or structure located within 50 feet of an RS zone, the maximum height shall not exceed 2 stories or 30 feet, whichever is less.

b. For any building or structure located 50 feet or more from an RS zone, the maximum height shall not exceed 3 stories or 40 feet, whichever is less.

2. **Common Usable Open Area.** Open area on a lot shall include at least 300 square feet of common usable open area per unit. For any development where the livable area of dwelling units abut the landscaped front yard, the required common usable open area for that development may be reduced by a maximum 5 percent pursuant to a site plan review process. All other standards for common usable open area shall be in accordance with Section 19.420.020.

3. **Driveway Width.** The driveway width requirements of Table 19.436.040 shall apply for non-conforming lots, except that, for more than three dwelling units on a non-conforming lot, the driveway width may be further reduced to a minimum 12 foot width with a conditional use permit approval pursuant to Section 19.128.020.

19.448.030 Residential Condominiums, Townhomes, Stock Cooperatives, and Community Apartments.

A. **Applicability**. This section applies to all multifamily residential developments utilizing a condominium, Townhome, stock cooperative, or community apartment form of ownership (referred to hereafter in this section as condominiums), whether initially developed in that form or converted from an existing form of ownership and development.

B. **Findings and Purposes.**

1. It is found that residential condominiums differ from rental units in many respects, including the need for design, construction, and maintenance controls, and that it is necessary that standards for both the development of and conversion to condominiums be applied for the benefit of the public health, safety, and welfare.
2. The purposes of this section are to establish standards for the design, construction, management, operation, and maintenance of residential condominium developments; and to control conversions of rental units to condominiums in order to avoid shortages of rental housing, to avoid involuntary displacement of residents, and to mitigate relocation problems of displaced residents.

C. **Location**. Residential condominium developments regulated by this section are permitted in the RM Zones (not including the RMH Zone) subject to a conditional use permit granted pursuant to Section 19.128.020 and the requirements of the state Subdivision Map Act.

D. **General Requirements.** Residential condominium developments shall be subject to all requirements applicable to multifamily residential uses in the zone in which the condominiums are located.

E. **Special Requirements**.

1. **Storage.** For each condominium unit, there shall be a separate enclosed storage space of at least two hundred cubic feet. Such space shall have access other than from the interior of the dwelling unit and shall be weatherproof and lockable.
2. **Utilities.** Each condominium unit shall have separate utility service systems including water, gas, and electrical service. All services shall be individually metered to each unit. Units shall be served by individual sewer laterals that do not cross other individually owned space unless located in dedicated easements. Main sewer lines shall be in easements. Each unit shall have plumbing stacks separate from any other unit.

3. **Garages.** The minimum garage floor area for each unit shall be four hundred square feet. The minimum garage door width for each unit shall be one sixteen-foot door or two eight-foot doors.
4. **Internal Circulation.** In residential rental apartment and condominium developments with multiple buildings, parking areas shall be accessed through a network of internal streets. In townhouse developments, internal circulation shall be via one (1) or more internal streets connecting to alleys where garages are located.
5. **Attached Units Limits.** For townhouses that face onto a street, the maximum number of attached units per building shall be eight (8).
6. **Roof Form.** No more than four (4) side-by-side townhouse units may be covered by one (1) unarticulated roof. Variation may be accomplished by changing the direction of slope, and by including elements such as dormers.
7. **Affordable Units.** A developer of a residential condominium development project shall restrict a minimum of 25 percent of units to very low- and low-income residents or pay a fee in-lieu of providing the required minimum of affordable units.
8. Ownership, management, operation, and maintenance responsibilities shall be governed by documents required under the California Civil Code, Title 6, Chapter 1 (Sections 1350 through 1360) and which provide for:
   a. Right of access to common areas for City and other governmental representatives on official business;
   b. A continuing owners' association with management responsibility, each unit with equal vote, the authority to levy assessments on an equitable basis, and a duty to give advance notice to the City of any changes affecting city requirements;
   c. A means of re-assembly of the project into a single ownership and/or partition into more than one project.
9. Conversions of existing developments to residential condominium projects shall be permitted only when approval is granted pursuant to Section 19.128.020. No such conversion shall become effective until all existing structures are brought into compliance with current building and housing regulations including the City's building, plumbing, mechanical, electrical, and fire prevention codes.

19.448.040 Single-Family Cluster Housing.

A. Single-family cluster housing is permitted in the RM-10 and RM-20 zones. A single-family cluster development may be approved pursuant to the requirements set forth in Section 19.348.020.

19.448.050 Cottage Cluster Developments.

A. Cottage cluster developments are permitted in the RM-10 and RM-20 zones. A cottage cluster development may be approved pursuant to the RS-8 requirements set forth in Section 19.348.110.

19.448.060 Home Occupations.

A. Purpose. The purpose of this section is to eliminate the detrimental effects of occupational activities in residential areas by setting forth reasonable and necessary limitations on such activities.

B. Uses Permitted. No home occupation shall be conducted which, in order to be successfully operated, would necessitate exceeding the limitations set forth in this section or any other provision of this Division.

C. Limitations.

1. Any sales activity shall be conducted only by mail, telephone, or internet.
2. The space occupied by home occupations shall be limited to no more than one room in a dwelling unit. Garages and accessory buildings shall not be used for a home occupation.
3. There shall be no interior or exterior remodeling or change in appearance of a dwelling to accommodate a home occupation.
4. There shall be no signs or other structures except those permitted for a dwelling use in the zone.
5. There shall be no indoor or outdoor storage of materials or equipment pertaining to a home occupation.
6. Materials and equipment used in a home occupation shall be only of a type normally used in connection with household activities or hobbies.

7. Employment in a home occupation shall be limited to the occupants of the dwelling unit.
8. There shall be no transportation by commercial vehicle of materials or other items used in or produced by the home occupation.
9. No vehicular or pedestrian traffic shall be generated by the home occupation with the exception of one-on-one tutoring or musical instrument training (non-amplified, no percussion) for children 18 years of age or younger shall be permitted.
10. A home occupation shall not place any added burden or demand on utility services or community facilities.
11. A home occupation shall not present any external evidence of nonresidential activity such as by appearance, noise, vibrations, odors, lighting, or signs.

19.448.070 Yard Sales.

A. Purposes. The purposes of this section are to control the nature and frequency of yard sales in residential areas in order to maintain the noncommercial character of such areas and to prevent excessive traffic congestion and noise in such areas.

B. Location, Frequency, and Time. In any residential zone, on any 1 lot in residential use, a yard sale may be conducted on not more than 2 consecutive days in any 6-month period. Sales shall be conducted only between 8:00 a.m. and sunset.

C. Limitations. Items displayed, offered, or sold at a yard sale shall be only household items which have been in regular use or storage for 6 months or more on the same premises.

19.448.080 Animal Keeping.

A. Purpose. The purpose of this section is to reasonably control the number and types of animals being maintained within the City in order to protect the peace, health, and safety of residents and to preserve the urban and suburban quality of the environment.

B. Animals Allowed. No animal shall be kept or maintained within the RM zones except as follows:

1. **Household Pets.** Not more than 3 dogs and 3 cats per household plus any unweaned litter from such pets not over 6 months old, and parrots, canaries and other house birds of a similar nature. Rabbits and fowl (other than house birds) are prohibited. In addition, the following types of animals may be kept as household pets: hamsters, guinea pigs, white rats, white mice, turtles, salamanders, newts, chameleons, kangaroo rats, not more than 3 nonvenomous reptiles not over 6 feet long, any nonpoisonous toad, nonvenomous lizard or spider, and other animals of a similar nature as may be determined by interpretation pursuant to Section 19.128.010.

2. Animals may be kept in an educational institution for the purpose of instruction, provided such animals are securely confined and properly cared for in a manner satisfactory to the Orange County poundmaster.

C. Limitations.

1. No person shall keep, maintain, or permit on any lot, parcel of land, or premises under his or her control, any animal which by any sound or cry disturbs the peace and comfort of the inhabitants of the neighborhood or interferes with any person in the reasonable and comfortable enjoyment of life or property. Nor, shall any person maintain any animals in such a manner as to cause the breeding of flies or the creation of obnoxious odors, or in any manner which becomes or is a nuisance or health hazard.
2. All animals shall be kept under control at all times by leash, fences, pens, corrals, cages, or suitable enclosures within buildings.
3. All animal-keeping structures shall conform to any applicable zoning and building code requirements.
4. Any premises where animals are kept shall be open to reasonable inspection by City personnel and other public officers have responsibility for enforcement of animal control regulations.

19.448.090 Emergency Shelters.

A. Emergency shelter shall have the definition prescribed in California Health and Safety Code Section 50801.

B. Required to be incidental to a religious assembly use.

C. The maximum number of beds/persons permitted to be served nightly shall be based on the individual capacity of the building and overall facility and shall not be less than 50 square feet per person served. Shelters are limited to 30 occupants per site as a principal permitted use, consistent with Cal. Gov't Code Section 65583(4)(A).

D. Maximum stay at the facility shall not exceed 180 days in a 365-day period.

E. Facility location shall be within a ½ mile radius from an OCTA bus stop, as measured from the property line.

F. The proximity to other emergency shelters shall be a minimum distance of 300 feet.

G. A minimum of 1 staff member per 15 beds shall be awake and on duty when the facility is in operation.

H. A minimum of one (1) parking stall for every eight (8) beds and one (1) covered and secure bicycle parking space for every four (4) beds. Parking requirements may be waived if the emergency shelter is located within ½ mile of a High Quality Transit Corridor (HQTC), although one (1) space per employee is recommended.

a. Exceptions. An Emergency Shelter may propose fewer parking spaces if the Emergency Shelter can demonstrate by a parking study that the proposed parking will satisfy the anticipated parking demand for the project to the satisfaction of the Public Works Department. In any case, the required parking for an Emergency Shelter shall not be more than that which is required for similar residential or commercial uses within the zone.

I. Exterior lighting shall be provided for the entire outdoor area of the site consistent with the provisions of Section 19.536.070(G).

J. On-site client waiting and intake areas shall be located internally in the building where feasible. If not feasible, a waiting area shall be provided which contains a minimum of 10 square feet per bed provided at the facility. The waiting area shall be in a location not adjacent to the public right-of-way, shall be visually separated from public view by minimum 6-foot tall visually screening mature landscaping or a minimum 6-foot-tall decorative masonry wall, and shall provide consideration for shade/rain provisions.

K. The emergency shelter manager shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.

L. Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view. Any outdoor storage areas provided shall be screened from public view by minimum 6-foot tall visually screening mature landscaping or a minimum 6-foot-tall decorative masonry wall.

M. A private storage area or closet shall be provided with each on-site bed. At no time shall any client of an emergency shelter be allowed to keep on-site any alcoholic beverages or store any type of illegal substances, drugs, and/or firearms of any kind. The manager of the emergency shelter shall conduct routine inspections of each on-site client's personal space to verify compliance with this section.

N. Facility improvements shall additionally provide:

1. A minimum of 1 toilet for every 10 persons;
2. A minimum of 1 shower for every 8 persons;
3. A minimum of 1 hand-washing station for every 10 persons; and
4. Private shower and toilet facility for each area designated for use by individual families.

O. An operational plan shall be provided for the review and approval of the Community and Economic Development Director. Plans may be required to address additional specific needs as identified by the Director. The approved operational plan shall remain active throughout the life of the facility and updated as necessary. At a minimum, the plan shall contain provisions addressing the topical areas outlined below:

1. Security and safety – addressing both on- and off-site needs, including provisions to address the separation of male/female sleeping areas as well as any family areas within the facility;
2. Loitering control – with specific measures regarding off-site controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on-site;
3. Management of outdoor areas – including a system for daily admittance and discharge procedures and monitoring of waiting areas with a goal to minimize disruption to nearby land uses;
4. Staff training – with objectives to provide adequate knowledge and skills to assist clients in obtaining permanent shelter and income and have a process to address the following topics: client intake, confidentiality, health and safety training, mental health, and substance abuse treatment and referrals;
5. Communication and outreach with objectives to maintain good communication and response to operational issues which may arise from the neighborhood, City staff, or the general public;
6. Screening of clients for admittance eligibility – with objectives to provide first service to Buena Park residents;
7. Counseling programs to be provided with referrals to outside assistance agencies, and provide an annual report on this activity to the City; and
8. Litter control – with an objective to provide for the timely removal of litter attributable to clients within the vicinity of the facility.

P. The facility may provide the following services in a designated area separate from sleeping areas and restrooms:

1. A recreation area either inside the shelter or in an outdoor area visually separated from public view by a minimum six (6) foot tall visually screening decorative wall or fence;
2. A counseling center for job placement, educational, health care, legal, or mental health services;
3. Laundry facilities to serve the number of clients at the shelter;
4. Kitchen for the preparation of meals and dining area;
5. Client storage area (i.e., for the overnight storage of bicycles and personal items); or
6. Similar services geared to homeless clients.

19.448.100 Floor Area Ratio for Multi-Family and Mixed-Use Developments (SB 478)

Senate Bill (SB) 478, Housing Opportunity Act, adds to Government Code Section 65913.11 that local governments are prohibited from imposing a floor area ratio standard that is less than 1.0 on a housing development project that consists of 3 to 7 units, or less than 1.25 on a housing development project that consists of 8 to 10 units. SB 478 also prohibits local agencies from imposing lot coverage requirements that would physically preclude a housing development project from achieving these floor area ratios; and denying a housing development project located on an existing legal parcel solely on the basis that the lot area of the proposed lot does not meet the local agency's requirements for minimum lot size. These restrictions only apply to housing development projects that are located in multifamily residential zones or mixed-use zones. This section adopts the Housing Opportunity Act by reference. Where a provision contained in the Municipal Code does not discuss a specific condition or situation that arises, the provisions set forth in State Law shall apply. In the event of a conflict between these provisions and the provisions of State Law, whichever is stricter shall prevail.

19.448.110 Group Homes.

Group Homes, including Sober Living Homes, as those terms are defined in Title 5, Chapter 5.70 of the Buena Park Municipal Code shall be subject to permitting and review process specified in Chapter 5.70.

19.448.120 Accessory Dwelling Units and Junior Accessory Dwelling Units.

Refer to Section 19.348.010 for specific regulations on Accessory Dwelling Units and Junior Accessory Dwelling Units in RM zones.

Division 7 – ~~Special Zone~~ Mixed-Use Zones

Chapter 19.704 **Purpose and Description of ~~Special Zone~~ Mixed-Use Zones**
Chapter 19.708 ~~**Uses**~~ Intensity of Use and Site Requirements
Chapter 19.712 ~~**Development Standards and Other Regulations**~~ **Uses**
Chapter 19.716 Development Standards– Building Form
Chapter 19.720 Development Standards—Yards and Open Space
Chapter 19.724 Development Standards—Outdoor Improvements
Chapter 19.732 Development Standards—Landscaping
Chapter 19.736 Development Standards—Vehicular Provisions
Chapter 19.740 Development Standards—Utilities and Mechanical Equipment
Chapter 19.744 Development Standards—Environmental Effect
Chapter 19.748 Special Requirements for Certain Uses
Chapter 19.752 Amusement Resort (AR) Zone

Chapter 19.704 Purpose and Description of Mixed-Use Zones

19.704.010 Purpose and General Plan Consistency.

The General Plan outlines goals and objectives regarding mixed-use development. The purpose of this Division is to implement those General Plan goals and objectives that relate to mixed-use land uses.

19.704.020 Description of Zones.

The following mixed-use zones, with their general purpose as indicated, have been created to implement the goals and objectives of the General Plan for the mixed-use land use designation.

A. **GMU, General Mixed-Use.** To provide a mix of compatible higher-density residential and neighborhood commercial uses along major arterials. The mix of uses can be integrated vertically (i.e., commercial on the ground floor with residential and/or office uses above) or horizontally (residential next to commercial and office uses). Single-use projects (i.e., a project that is entirely residential or entirely non-residential) are not permitted in GMU zones. A minimum of two (2) uses are required for GMU zones.

B. **CBPMU, Central Buena Park Mixed-Use.** To provide a mix of compatible higher-density residential and/or office uses above existing commercial, and office uses in a pedestrian-friendly environment. The mix of uses shall be integrated vertically (i.e., commercial on the ground floor with residential and/or office uses above). Single-use projects (i.e., a project that is entirely residential or entirely nonresidential) are not permitted in CBPMU zones. A minimum of two (2) uses are required for CBPMU zones.

C. **EMU, Entertainment Mixed-Use.** To provide a mix of compatible higher-density residential, entertainment, and commercial uses that support entertainment and tourism within the City. The mix of uses can be integrated vertically (i.e., commercial or entertainment uses on the ground floor with residential uses above) or horizontally (residential next to commercial and entertainment uses). Single-use projects (i.e., a project that is entirely residential or entirely nonresidential) are not permitted in EMU zones. A minimum of two (2) uses are required for EMU zones.

D. **COMU, Commercial Office Mixed-Use.** To provide a mix of compatible higher-intensity commercial and office uses within existing commercial and industrial areas in the City. The mix of uses can be integrated vertically (i.e., commercial uses on the ground floor with office uses above) or horizontally (commercial uses next to office uses). Single-use projects (i.e., a project that is entirely commercial or entirely office) are not permitted in COMU zones. A minimum of two (2) uses are required for COMU zones.

E. Housing Incentive Overlay (HIO) Zones. The HIO Zones includes six (6) Overlays that serve to implement the Housing Element's goal of providing new housing that addresses affordable housing needs by establishing objective design criteria for designated housing opportunity sites. The Housing Incentive Overlays include Mixed-Use Overlay-45, Mixed-Use Overlay-60, Mixed-Use Overlay-100, Housing Opportunities Overlay, Religious Congregational and Fraternal Overlay, and Hotel/Motel Conversion Overlay.

1. The Mixed-Use Housing Incentive Overlays focus on mixed-use, walkable and vibrant environments and range in function and intensity from primarily residential areas with a mix of lower intensity building types (MUO45, Mixed-Use Overlay-45), to moderate intensity neighborhoods (MUO60, Mixed-Use Overlay-60), to higher intensity neighborhoods (MUO100, Mixed-Use Overlay-100). The "45", "60", and "100" in the name of the Overlay refers to the allowable density within the Overlay Zone.

2. The Housing Opportunities Overlay (HOO) provides for higher density affordable multi-family housing.

3. The Religious Congregational and Fraternal Overlay (RCFO) allows faith-based and fraternal organizations to build affordable housing on its sites.

4. The Hotel/Motel Conversion Overlay (HMCO) allows for the conversion of underperforming hotels/motels into permanent supportive housing.

19.704.030 Housing Incentive Overlay (HIO) Classification.

Properties located in areas shown on the Zoning Map with the symbol "MUO45", "MUO60", "MUO100", "RCFO", or "HMCO" may be used for mixed-use higher-density housing as a primary use in lieu of, but not in combination with, other uses authorized for the underlying zone. Objective Design Standards apply to such properties. Refer to the adopted Housing Incentive Overlay (HIO) Objective Design and Development Standards for applicable standards.

19.704.040 Interpretation of Uses Permitted.

Further definition and enumeration of uses permitted in the various zones may be determined by interpretation in accordance with Section 19.128.010.

Chapter 19.708 Intensity of Use and Site Requirements

19.708.010 Density and Intensity.

A. Residential. The base land use density refers to the maximum number of units per acre permitted under the corresponding zoning district. Additional density may be achievable in the form of a density bonus. Before any density bonus is applied, the number of dwelling units permitted in a mixed-use residential development shall not exceed the base density specified below.

B. Non-residential. The maximum floor area ratio refers to the highest ratio of building floor area to the net area of the lot on which the building is located.

Zone	Base Residential Density (dwelling units per net acre) (1)	Floor Area Ratio (FAR) (for non-residential uses)(3)
GMU	32.0	1.0
CBPMU	45.0	1.0
EMU	80.0	3.0
COMU (2)	-	0.5

(1) For standards on density bonus, refer to Section 19.708.020 for Affordable Housing Bonus.
(2) Residential development is not allowed.
(3) Parking Structures are excluded from FAR calculations for Mixed-Use development.

19.708.020 Affordable Housing Bonus.

State Density Bonus Law (Government Code Sections 65915-65918) provides that local governments shall grant density bonuses and regulatory concessions and incentives to developers of housing, childcare facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower-income households, very low-income households, moderate-income households or qualifying residents. This section adopts the State Density Bonus Law by reference. Where a provision contained in the Municipal Code does not discuss a specific condition or situation that arises, the provisions set forth in State Density Bonus Law shall apply. In the event of a conflict between these provisions and the provisions of State Density Bonus Law, whichever is stricter shall prevail.

19.708.030 Fractional Results.

In determining the maximum number of dwelling units permitted on a site, any fraction of dwelling unit in the calculated result, after applying all density factors, shall not be construed as allowing an additional dwelling unit if such fraction is less than 0.5.

19.708.040 Site Dimensions.

The minimum size and dimensions of lots created in the various mixed-use zones shall be as shown in Table 19.708.040, except that certain specific uses of property require site areas and dimensions greater than the minimum site requirements for the zone. See Chapter 19.748, Special Requirements for Certain Uses.

Table 19.708.040
SITE DIMENSIONS

Zone	Minimum Lot Area (square feet)	Minimum Street Frontage (feet)	Minimum Lot Width (feet) [2]	Minimum Lot Depth (feet)
GMU	15,000	50	50	—
CBPMU	15,000	50	70	—
EMU	20,000	50	100	—
COMU [1]	10,000	50	50	—

[1] No minimum requirements apply for individual lots within an integrated development in the mixed-use zones.
[2] Parcels adjacent to major or secondary highway, freeways, drainage channels, or railroad rights-of-way shall require an additional 10 feet.

Chapter 19.712 Uses.

19.712.010 Uses Permitted.

A. Land, buildings and other facilities shall be designed, developed, and used only for those activities indicated for the various zones by Table 19.712.010, entitled Uses Permitted. The symbols shown in this table have the following meanings:

Symbol	Meaning
P	Automatically permitted use.
I	Incidental use—use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit.
C	Conditional use—use eligible for consideration under the conditional use procedure (Section 19.128.020) and permitted only if a conditional use permit is approved, subject to the specific conditions of such permit.
Ci	Incidental conditional use—use eligible for consideration under the conditional use procedure only if incidental to another primary use of the site, whether such primary use is automatically permitted or permitted by conditional use permit.
Pc	Automatically permitted use, except such use is subject to a conditional use permit when located within 330 feet of a residential zone.
IC	Incidental or conditional use—automatically permitted as an incidental use, when the primary use is automatically permitted, or eligible for consideration as a primary use under the conditional use procedure.
T	Temporary use—permitted if approved in accordance with Title 19, Division 10.

Table 19.712.010
USES PERMITTED – MIXED-USE ZONES

Uses	GMU	CBPMU	EMU	COMU	Additional Requirements
Residential Uses (upper floors only)					
Multi-Family Dwellings:					
Multi-Family Apartments	P	P	P		
Transitional/Supportive Housing	P	P	P		See Chapter 5.70
Condominium, Stock Cooperative, Community Apartments	P	P	P		See Section 19.448.030
Live/Work Unit	P	P	P		See Section 19.748.030
Low-Barrier Navigation Centers	P	P	P		
Short-Term Rentals	I	I	I		See Section 19.348.080
Group Quarters: (upper floors only)					
Convent, rectory, dormitory, fraternity or sorority house, etc.	C	C	Ci	Ci	
Community Residential Care: (upper floors only)					
Small Group Care Home	P	P	P		See Chapter 5.70
Other Community Residential Care Facility	C	C	C		
Residential Accessory Uses:					See Table 19.412.010 for a list of uses permitted as Residential Accessory Uses.
Public Service Uses					
Community Day Care: *(1st and 2nd floors only)*					

Child Day Care Center	P	P	C	C	See Table 19.412.010 for Special Requirements.
Adult Day Care Center.	P	P	C	C	See Table 19.412.010 for Special Requirements.
Health Facilities					
Long-Term Care (Intermediate Care Or Skilled Nursing).	C	C	C		
Hospital.	C	C	C		
Medical or dental laboratory.	P	P	I	I	
Medical or dental clinic	P	P	P	P	1st and 2nd floors only
Pharmacy.	P	P	P	P	1st and 2nd floors only
Optician.	P	P	P	P	1st and 2nd floors only
Public Assembly (See also Recreation.)					
Church (1)	C	C	C	P	Churches shall be located on and oriented to major, primary, or secondary highway as defined and as designated in the Buena Park General Plan. See Note (1).
Emergency shelter.	P	P	P	P	See Section 19.448.090
Club, lodge, meeting hall, community center (largest meeting room limited to 150 seats or 1000 sq. ft.)	P	P	P	P	See Note (1).
Exhibit hall (no swap meets).	C	C	C	C	
Auditorium.	C	C	C		See Note (1).
Theater, indoor.	C	C	C		
Education *(1st and 2nd floors only)*					
Educational institution	C	C	C	C	See Note (1).
Library, reading room.	P	P	P	P	
Museum.	P	P	P		
Tutoring.	P	P	P	P	
Business college, vocational school (no industrial machinery or equipment), physical training school.	C	C	C	C	
Trade School	C				
Recreation					
Public park, public playground, public recreational area, public landscaped open space, public-owned historical site or feature.	P	P	P	P	
Recreation area (play area, swimming pool, racquetball courts, etc.), as an accessory use (public or private use, indoor or outdoor) to a permitted commercial use.	C	C	C	C	
Private Recreation Facility.	C	C	C		
Community recreation center.	I	I	C		
Theme recreational park.			C		
Tennis courts or club, indoor only.	P	P	P		1st and 2nd floors only
With outdoor courts.	C	C			
Racquetball, pickle ball handball, swimming, gym, athletic club, indoor only.	P	P	P		1st and 2nd floors only
With outdoor courts.	C	C			
Natural Resource Development					
Arboretum/Botanical Garden.	C	C	C	C	

Utilities and Communications					See Division 12 of Zoning Ordinance.
Aviation navigational aids.	C	C	C	C	
Public utility facilities or structures, including electrical substations and cellular telephone facilities.	C	C	C	C	
Transportation					
Surface Parking lot.	P	P	P	P	
Parking structure.	P	P	P	P	
Park and Ride	C	C	C	C	
Commercial Uses					**Commercial uses are not allowed above the 2nd floor.**
Any permitted commercial use with drive-in, drive-through, or walkup window service.	C	C	C	C	See Section 19.552.070.
Office					
Bank, financial institution.	P	P	P	P	1st and 2nd floors only. See Note (2).
Business, administrative, professional.	P	P	P	P	1st and 2nd floors only, except for the COMU Zone. See Note (2).
Studios, etc.					
Martial arts, dance or drama studio, art or music conservatory.	P	P	P	P	1st and 2nd floors only
Music studio, recording studio.	C		C	C	
Radio, television studio.	P		P		
Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.	P	P	P	P	
Sale of art or publications related to permitted use.	I	I	I	I	
Personal Services					
Barber shop, beauty salon.	P	P	P	P	
Automated banking service kiosk.	P	P	P	P	
Retail dry cleaning.	P				1st and 2nd floors only. See Section 19.552.020.
Health spa or salon.	P	P	P		
Massage establishment.	C	C		C	See Section 19.552.130.
Tanning salon.	P				
Tourist Services					
Travel and ticket agency.	P	P	P	P	Vertical Mixed-Use Only. 1st floor only.
Hotel/Motel	C	C	C		See Sections 19.104.080 and 19.552.110.
Commercial Recreation					
Entertainment	C		C		
Skating Rink	C		C		
Skateboard Park	C				
Dancehall or other establishment with public dancing.	Ci	Ci	Ci		
Game machine arcade.	C	C	C		See Section 19.552.040.
Batting cages.	C		C		
Billiard parlor, poolroom.	C		C		
Bowling alley.	C		C		
Retail Sales					See Table 19.512.010 for a list of permitted Retail Sales services.
Food Sales and Service					

Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.	P	P	P	P	1st and 2nd floors only
With entertainment.	C	C	C	C	See Chapter 5.24 for definition.
With on-sale liquor.	C	C	C	C	See Section 19.552.030.
With drive-in, drive-through, or walk-up service window.	C	C	C	C	1st floor only. See Section 19.552.070.
Cocktail lounge, bar.	Ci	Ci	Ci		1st floor only
Liquor, off-sale.	C	C	C		1st floor only
Supermarket, grocery, fruits, and vegetables, dairy products, meat.	C	C	C		1st and 2nd floors only
Confectionary, ice cream, deli, bakery (baking for on-premises sales only).	P	P	P	I	
Banquet facility, catering facility.	C	C	C		
Vehicle Sales and Rentals *(1st floor only)*					
Automobile rental agency.	P				
Vehicle sales, leasing and rental agency (office use only).	P			C	
Retail sales of auto parts or accessories, not including tires.	P				
Vehicle Service *(1st floor only)*					
Mechanical carwash.	C	C			See Section 19.552.060.
Automobile service station.	C	C	C		See Section 19.552.050.
Quick tune-up/oil change/lube shop.	C	C			
Printing Services					See Table 19.512.010 for a list of permitted Printing services.
Other Commercial Uses					
Watch repair, camera repair, radio, stereo, television, personal computers, other small appliance repair.	P	P			1st and 2nd floors only
Rental of light equipment (up to single unit trucks).	C				
Small animal grooming (no boarding).	P	P			1st and 2nd floors only
Veterinary clinic with or without overnight boarding.	C	C			1st and 2nd floors only
Temporary Uses					
Temporary uses, as provided in Title 19, Division 10.	T	T	T	T	
On-site construction facilities.	T	T	T	T	See Note (3).
On-site real estate sales office.	T	T	T	T	See Note (4).

(1) Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.

(2) In an integrated center within the mixed-use zones, a conditional use permit is required to establish an administrative or professional business office use in excess of 5,000 square feet gross floor area or to establish any office use which will cause the center's gross floor area devoted to offices to exceed 20 percent.

(3) Offices, storage, activities, and facilities directly pertaining to construction on the same site provided construction is not suspended for a permitted use for more than 30 consecutive days.

(4) Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.

Chapter 19.716 Development Standards– Building Form

19.716.010 Buildings Required.

A. All activities and facilities, where permitted by other provisions of this Division, shall be enclosed within permanently constructed buildings.

B. Outdoor activities, storage, and display may be permitted in accordance with Sections 19.712.010 and 19.724.020, and the regulations and limitations of Division 10, Title 19.

C. Where a use is permitted by conditional use permit, temporary use permit, or special permit (see Division 10, Title 19), outdoor activities and temporary facilities may be authorized by the terms of such permit notwithstanding the provisions of this section.

19.716.020 Building Type.

Every building shall be designed or remodeled to accommodate its use in accordance with applicable building codes and other laws.

19.716.030 Height of Structures.

A. The maximum height of any building or structure shall be shown in Table 19.716.030.

Table 19.716.030
HEIGHT LIMITS – MIXED-USE ZONES

Zones	Maximum Height	
	Within 50 feet of any Single Family (RS) residential zone	**More than 50 feet from any Single Family (RS) residential zone**
GMU and CBPMU	4 stories or 45 feet, whichever is less	5 stories or 55 feet, except that a greater height may be authorized by a conditional use permit.
COMU	2 stories or 30 feet, whichever is less	4 stories or 45 feet, except that a greater height may be authorized by a conditional use permit.
EMU	4 stories or 45 feet, whichever is less	The height shall not be more than 65 feet plus 1 foot for each foot of horizontal distance in excess of 50 feet from the nearest residential zone or street property line, except that a greater height may be authorized under a conditional use permit.

B. **Building Height:** Building height is measured to the top of the deck floor of the highest occupied level. This measurement excludes rooftop open space, parapets, trellises, and equipment or utility-related structures, which may extend above the measured height but are not considered part of the overall building height.

C. **Ground Floor Height.** For residential buildings with ground-floor commercial uses, the floor-to-floor height of the ground floor shall be at least fifteen (15) feet to ensure the appropriate scale of the base of the building in relation to the upper floors. For ground floor residential uses, floor to floor height of the ground floor shall be at least ten (10) feet.

19.716.040 Building Form

A. Roof forms and roof lines shall be broken into a series of smaller building components when viewed from the street. Long, linear, unbroken roof lines shall not exceed 75 feet.

B. Building walls along the street frontage shall include architectural details (e.g., brackets, rafter tails, or dentils) at the cornice or roof eave. Architectural design features such as window treatments, awnings, moldings,

projecting eaves, dormers, and balconies, shall be continued or repeated upon all elevations of a building facing a primary or secondary street, or a common open space.

C. Buildings shall be oriented towards public (and private) streets to positively define street edges. Buildings adjacent to both public streets and public open space amenities, such as parks, shall be designed with a dual orientation.

D. Except for parking structure entrances, structured parking shall not be visible from the primary streets.

E. Buildings shall be arranged to provide functional common outdoors spaces (such as courtyards, paseos, or parks) for the use of residents.

F. Mixed-use building orientation shall comply with all the standards mentioned above and the following standards.

1. Commercial/Office Units. Commercial/Office unit entrances shall face the street, a parking area, or an interior common space.

2. Entrances to residential units shall be physically separated from the entrances to commercial uses and clearly marked with a physical feature. In a vertical mixed-use project, where residential units and commercial spaces occupy different floors or levels, an example of a physical feature to separate entrances is the use of floor designations and dedicated lobby or entrance areas. In a horizontal mixed-use project where residential and commercial uses coexist on the same level or within close proximity, a distinct entry canopy may be provided to assist occupants and visitors easily identify and navigate to their intended destinations.

G. At least 50% of the total ground floor building frontage of any new or reconstructed building facing the public street shall have the following: windows with clear glass (tinted windows are permitted provided they are not 100% opaque), recessed entries, residential stoops, recesses for outdoor dining areas, landscaping, or enhanced window/entry elements such as awnings or canopies. To calculate the percentage of ground-floor frontage, use the length of the building frontage along the public street multiplied by the first-floor height from floor to ceiling.

H. **Building Step backs and façade articulation.** For buildings exceeding three (3) stories in height must provide a minimum horizontal step back of six (6) feet for all stories above the 3rd level on all street-facing elevations (including front and side yard façades and alley) and any elevation adjacent to a single-family residential zone or use. The step back shall be measured horizontally from the exterior building wall or façade. The step back may vary between sections of the elevation. The overall average stepback shall be a minimum of 6 feet for each floor above the third story. For example, 50% of the building elevation on the fourth floor and above may have an 8-foot step back, while the other 50% may feature a 4-foot step back, resulting in an overall average step back of 6 feet. Parking structures shall be exempt from the horizontal step back requirement.

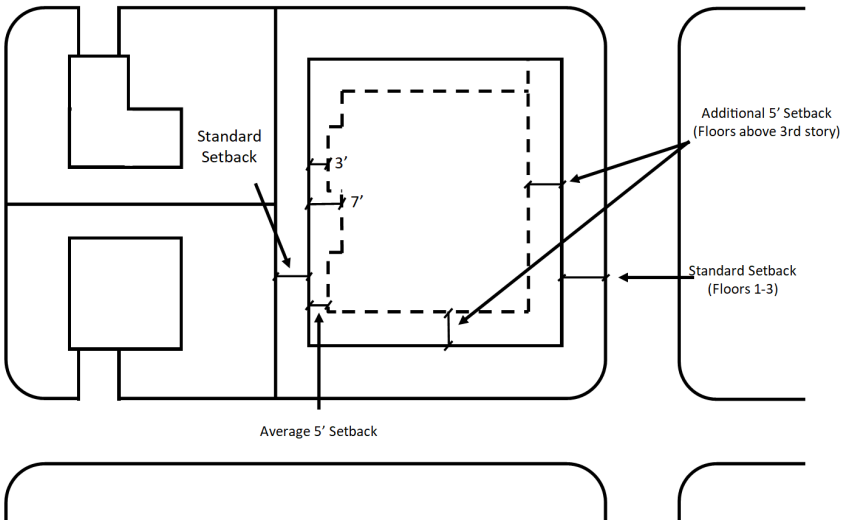


Figure A – Average Building Stepbacks.

D. **Antennae.** Notwithstanding the restrictions of Section 19.716.030, radio antennae permitted under FCC regulations, and similar equipment shall be subject to the following regulations:

1. Ground-mounted antennae, which are incidental or accessory uses, are permitted to a height of sixty (60) feet unless permitted higher by a conditional use permit.
2. Roof-mounted antennae, which shall include dishes to a maximum of twenty-four (24) inches in diameter, may be used but may not be more than twenty-five (25) feet higher than the highest point of the building to which they are attached, unless permitted higher by the issuance of a conditional use permit.
3. Dish antennae exceeding twenty-four (24) inches in diameter may be roof-mounted, provided that they are screened from public view or approved by a conditional use permit.
4. Any antenna that is primary to the use shall be subject to the height limit established under a conditional use permit.

E. **Flagpoles**. Flag poles shall be permitted within front, side, or rear yards provided they are setback a minimum of five (5) feet from the property line and shall be limited to no more than thirty (30) feet in height subject to the issuance of a building permit.

F. **Other Structures**. Any free-standing structure, not specifically referenced in this Title shall be limited to no more than eight (8) feet in height and may not be located within the front, side, or rear yard setback area with the exception of art sculptures or water features, subject to review and approval by the Community and Economic Development Director and applicable building codes. Light poles shall not exceed sixteen (16) feet in height from grade and shall be placed within surface parking lots, pedestrian pathways, near building entrances, trash enclosures, alleys, and automated teller machines (ATMs).

G. **Accessory Structures,** See Section 19.716.070 for height limits for Non-Habitable Accessory Structures and Section 19.348.010 for height limits for Accessory Dwellings.

19.716.050 Space between Buildings.

A. The minimum distance between buildings located on the same lot shall be provided in Table 19.716.050. The minimum distance is measured from the exterior faces of nearest exterior walls between buildings. Where residential uses are located on the ground floor, the requirements for Section 19.416.050 shall apply.

Table 19.716.050
SPACE BETWEEN BUILDINGS

Height of Buildings	Min. Distance Between Two (2) Or More Main Buildings	Min. Distance Between Main Buildings and Accessory Structures
Less than 45 feet in height	10 feet	6 feet
45 feet in height or greater	15 feet	6 feet

B. Mixed-use developments with two (2) or more buildings shall be designed around a common open space, public open space (e.g., a linear park/paseo), or community amenities such as swimming pools or other recreational facilities with a horizontal distance of no less than fifteen (15) feet. Pedestrian walkways shall be provided and connect open space areas to a public right-of-way and/or building entrance.

C. **Permitted Building Projections, Ground Floor Commercial Uses.** Projecting elements on the ground floor (e.g. canopies, awnings, architectural features, etc.) shall be located a minimum of eight (8) feet above the finished floor and may project no more than four (4) feet from the façade into the setback.

D. **Projections Permitted Between Buildings on the Same Lot.** The following projections are permitted within the required space between buildings, provided they project no more than three (3) feet from the façade into the setback.

1. **Building features**.
    a. Cantilevered eaves, awnings, and shading devices.
    b. Architectural features such as sills, cornices, buttresses, Juliet balconies, bay windows, etc.
    c. Chimneys not exceeding eight (8) feet in width.
2. Uncovered, cantilevered balconies, with a minimum ten (10) foot separation in all horizontal directions from any balcony or wall in the opposing structure.

3. Uncovered stairways and walkways.

19.716.060 Residential Building Floor Area.

For mixed-use projects with a residential component, the minimum residential building floor area requirements in Section 19.416.060 shall apply.

19.716.070 Non-Habitable Accessory Structures.

A. Non-habitable accessory structures may include storage areas, attached or detached garages, utility and pump houses, restroom facilities, vertical circulation access ways, open air structures such as cabanas, gazebos, trellis and other similar structures.

B. Any non-habitable accessory structures shall not exceed 600 square feet in floor area and shall not exceed one (1) story or fifteen (15) feet in height, whichever is less. Non-habitable accessory structures shall be located within the side yard or rear yard setback and shall not be visible from the street.

19.716.080 Building Materials.

A. **Façade Materials.** Primary, Secondary and Accent materials are allowed or prohibited as specified in Table 19.716.080, which may be updated periodically by the Community and Economic Development Director as new or amended materials become available. Community and Economic Development Director approval is required for materials not identified in Table 19.716.080 below.

B. **Primary Building Materials.** The primary building materials listed in Table 19.716.080 are permitted to make up approximately 50% to 75% of the building design. The primary building materials include the appropriate wall surface materials and visible roofing materials. The primary building materials cover the primary/front façade, secondary/corner side façade, side façade, and rear façade of the entire building.

C. **Accent/Secondary Materials.** The accent/secondary building materials listed in Table 19.716.080 are permitted to make up approximately 25% to 50% of the building design. This includes exterior windows, decorative window treatments and balconies, decorative entries, etc.

D. **Variation Between Buildings.** For projects with six (6) buildings or more, the colors and materials of exterior walls, doors, and accents such as window trim shall vary and a minimum of two (2) distinct color schemes shall be provided for every six (6) buildings in a project.

E. **Consistency Between Elevations.** The materials, colors, and styles of windows, doors, roofs, decks, balconies, exterior staircases, porches, and any façade treatment shall be used on more than one (1) elevation of a building.

F. **Material Transition.** Changes in material shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as columns.

G. **Chimneys.** Chimneys shall either be painted the same color as the exterior wall or constructed with the same materials present on other accents or elements of the facade.

H. Accessory structures including attached and detached ADUs, trash enclosures, storage rooms shall be constructed of the same materials, colors, roof type as the primary structure.

I. Building materials and colors shall be in compliance with the Architectural Styles provided in Section 19.716.090. If an affordable housing mixed-use development is proposed, refer to the Architectural Styles Objective Design Standards for a list of applicable building materials and colors.

Table 19.716.080 MIXED-USE MATERIALS LIST	
Material	**Maximum Usage % of Façade Area[2][3]**
Permitted as Primary (or Secondary) Building Materials	
Brick (full dimensional)	75%
Stone/masonry	75%
Stucco/Cement Plaster	75%
Glass (transparent, spandrel)	75%
Finished wood, engineered wood	75%
Fiber reinforced cement siding and panels	75%
Asphalt shingles, standing seam metal, terracotta clay barrel tiles, or slate roofing materials	75%
Vinyl siding	50%
Exterior Insulation Finishing System (EIFS)	50%
Permitted as Accent/Secondary Materials	
Vegetated wall panels or trellises	50%
Concrete blocks with integral color (ground, polished, or glazed finishes)	35%
Concrete blocks with integral color (split face finish)	35%
Ceramic tile	35%
Standing seam metal	35%
Brick (veneer/thin brick)	35%
Wrought Iron	15%
Three-Dimensional Glass	5%
Roof Materials	
Asphalt shingles	100%
Clay tiles	100%
Slate tiles	100%
Concrete tile	100%
Prohibited Building Materials [1]	
Corrugated sheet metal	Not Permitted
Galvanized metal	Not Permitted
Interlocking metal	Not Permitted
T-111 Plywood	Not Permitted

[1] No building shall have a metallic exterior surface such as, but not limited to, galvanized, corrugated or interlocking metal sheets, unless the use of such metallic surface material is approved under the site plan review procedure (Section 19.128.040) for the purpose of enhancing the architectural quality of the building while preserving architectural harmony and compatibility with the surrounding area.

[2] The following structures shall be exempt from the provisions of this section:

- Storage sheds as an accessory structure to a multi-family dwelling which do not require building permits;
- Storage containers as a permitted temporary use which do not require building permits.

[3] The Community and Economic Development Director is authorized to allow deviations of up to 10%.

19.716.090 Architectural Styles.

The Architectural Styles for new development apply to all new construction pursuant to this Division, except those areas within the boundary of an existing Specific Plan. The Architectural Styles Objective Design Standards identifies six (6) preferred architectural styles, as indicated below. Architectural design elements and materials shall be consistent throughout the project, recognizing that a building is three-dimensional and must be well-designed on all sides. Detailing, choice of materials, and window and door choices shall reinforce the overall project design. Alternative styles may be submitted to review by the Community and Economic Development Department, although discretionary approval may be required by the Planning Commission.

A. Spanish Colonial Revival. The Spanish Colonial Revival architectural style draws inspiration from Spanish, Mediterranean, and early Californian influences, and it originated during the late 19th and early 20th centuries. Typically, buildings with this style exhibit an asymmetrical design. They are characterized by low-pitched roofs with minimal or no overhang, adorned with serpentine roof tiles. This style often incorporates wood framing and

is covered with light-colored stucco siding. The use of arches is prevalent, particularly above doors, porch entries, and main windows.

B. **Craftsman.** The Craftsman architectural style originated in the early 20th century as part of the Arts and Crafts movement. Notable design features include exposed rafters and beams beneath the eaves, decorative brackets and fasteners, full or partial-width porches, and prominent columns or piers. While the Craftsman style emphasizes a horizontal emphasis, vertical architectural elements are often incorporated to highlight corners and entrances. Traditional Craftsman homes typically showcased exterior cladding made of wood shingles or clapboard siding, along with details such as extended lintels and decorative lighting with geometric patterns.

C. **Farmhouse.** The Farmhouse architectural style is an expression of rural residential designs and materials, with the Contemporary Farmhouse style specifically reflecting the agricultural history and commercial structures found in Southern California. This style incorporates playful elements, such as shed roofs, vibrant color blocking, and contemporary interpretations of traditional farm structures like barns and silos. The roofs of Farmhouse-style buildings are typically medium to high-pitched, and the overall detailing is kept simple.

D. **Tuscan.** The Tuscan architectural style blends modern and classic elements, incorporating both Spanish Revival and Italian influences. This style draws inspiration from Mediterranean variants found in California, showcasing rustic elements. Key characteristics include the use of stone and stucco, light earthy tones, and red tiled roofs. Classical elements like columns, arches, and decorative ironwork add visual interest and complexity. Squared towers and projections reflect classic Italianate influences. Porches and porticoes are commonly featured, as well as vertically oriented recessed windows.

E. **Modern.** The Modern architectural style draws inspiration from utilitarian design principles, featuring block forms, contrasting colors, and eclectic combinations of materials in contemporary compositions. This style embodies a minimalist and clean aesthetic. It utilizes simple rectangular shapes and forms, integrating them within horizontal and vertical planes to create dynamic lines. Flat roofs are commonly used to reinforce the rectangular shapes while also providing opportunities for outdoor deck areas. Accents in the Modern style are understated and unpretentious, often taking the form of trellis elements.

F. **American Traditional.** The American Traditional architectural style is a fusion of various traditional American styles such as Cottage, Cape Cod, and Farmhouse. It is characterized by simplicity and classic design elements, including rectangular forms, spacious front porches, decorative shutters, dormers, and wood siding. This style represents a traditional interpretation of rural farmhouses. The color palette used in American Traditional homes is typically subtle, with shades of white or gray for the main body of the house, while light or dark shutters provide contrasting accents.

Chapter 19.720 Development Standards—Yards and Open Space

19.720.010 Setbacks.

The following minimum setback requirements apply to mixed-use zones as provided below.

Minimum Building Setbacks (1) (2) (3)	**GMU**	**CBPMU**	**EMU**	**COMU**
Front Yard Setback	10 feet	15 feet	20 feet	20 feet
Side Yard Setback (street)	-	-	-	-
Main Building	10 feet	15 feet	20 feet	20 feet
Non-Habitable Accessory Building	15 feet	15 feet	15 feet	15 feet
Side Yard Setback (interior)	-	-	-	-
Main Building	8 feet	10 feet	15 feet	20 feet
Non-Habitable Accessory Building	5 feet	5 feet	10 feet	10 feet
Rear Yard Setback	-	-	-	-
Main Building	8 feet	10 feet	15 feet	10 feet
Non-Habitable Accessory Building	5 feet	5 feet	10 feet	10 feet
Setbacks for Parking (Front, Side, and Rear Yards)	10 feet	10 feet	10 feet	10 feet
(3) All portions of the proposed building above the first story shall maintain a minimum setback of 12 feet from any overhead power lines.				

19.720.020 Yard Encroachments.

The following encroachments are permitted within each of the minimum required setbacks, unless stated otherwise herein.

A. Residential Encroachments.

1. **Eaves, roof projections, awnings, and similar architectural features** may project into required yards a maximum distance of three (3) feet, provided such appendages are supported only at, or behind, the building setback line.
2. **Chimneys, bay windows, fire escapes, exterior stairs and landings, and similar architectural features** may project into required yards a maximum distance of two (2) feet, provided such features shall be at least three (3) feet from a property line.
3. **Balconies** may project into required yards, private alleys, and access drive aisles, provided such features shall be at least three (3) feet from a property line and minimum ten (10) feet vertical clearance is provided.
4. **Decks, platforms, uncovered porches, and landing places** that do not exceed a height of 3 feet above grade may project into any front or corner side yard a maximum distance of six (6) feet and project into any rear or interior side yard up to five (5) feet from the property line.
5. **Minor structures and equipment.** Minor accessory structures with less than 120 square feet of floor area, and not exceeding eight (8) feet in height, may be located within any interior side or rear setback area, but not within any front or corner side yard setback area except where screened from public view. Examples include, but are not limited to, storage sheds, trash enclosures, doghouses, play equipment, and playhouses.
6. **Pool accessories**, including but not limited to slides, grottos and pool equipment shall not be located within five (5) feet of the side or rear property line.

B. Nonresidential Encroachments.

1. **Eaves, roof projections, awnings, and similar architectural features** when located at least eight (8) feet above grade may project into required yards a maximum distance of three (3) feet, provided that such features shall be at least five (5) feet from a property line.
2. **Fireplace, chimneys, bay windows, balconies, fire escapes, exterior stairs and landings, and similar features** may project into the required yard a maximum distance of two (2) feet, provided that

such features shall not occupy more than 25 square feet of each required yard and shall be at least five (5) feet from a property line.

19.720.030 Required Open Space.

All developments within the mixed-use zones shall meet the minimum open space requirements.

Zone [1]	Common Open Space (per unit)	Private Open Space (per unit)	Recreational Amenities
GMU	200 sq. ft. [2]	50 sq. ft./upper floors 100 sq. ft./ground floor	For projects with 25 or more dwelling units, provide one recreational amenity (see section 19.720.030) for every 30 dwelling units or fraction thereof.
CBPMU	200 sq. ft. [2]	60 sq. ft./upper floors 100 sq. ft./ground floor	
EMU	150 sq. ft. [2]	50 sq. ft.	
COMU	N/A [1]	N/A [1]	N/A

[1] Regardless of the zone, mixed-use developments that do not provide residential units shall provide a minimum of one (1) square foot of usable open space for every 50 square feet of gross floor area of commercial space. This requirement shall not apply to mixed-use development 10,000 square feet or less.
[2] Requirement applies to developments with 200 units or less. For developments with 200 units or more shall provide a minimum of 100 square feet of common open space per unit.

** Off-street parking and loading areas, driveways, and service areas shall not be counted as usable open space.*

19.720.040 Common Usable Open Space.

A. In projects with fewer than 10 units, the common open space shall have a minimum width and depth of 10 feet.

B. In projects with 10 or more units, where the required common area is less than 3,000 square feet, the common outdoor space shall be concentrated in one area. The common recreation area shall be at least 25 feet in width.

C. Where the required common area is 3,000 square feet or more, the space may be divided among multiple areas, provided that at least one common area is a minimum of 2,000 square feet with a minimum width of 25 feet. All other areas shall be at least 1,000 square feet with a minimum width of 10 feet.

D. Residential units shall be within a 1/4 mile (1,320 feet) walking distance of common open space.

E. Pedestrian walkways shall connect the common open space to a public right-of-way or building entrance.

F. Common open space areas shall not be directly adjacent to arterial streets, service areas, or commercial development to ensure that they are sheltered from the noise and traffic of streets and incompatible uses. If located adjacent to an arterial street, service area or commercial development, a minimum of 10-foot-wide, dense landscaping shall be provided as screening.

G. An area of usable common open space shall not exceed an average grade of 10%. The area may include landscaping, walks, recreational facilities, and small decorative objects such as artwork and fountains.

H. All common open spaces shall include seating area(s) and lights. Site furniture shall use graffiti-resistant materials and/or coatings.

I. Multifamily developments exceeding 150 units shall have at least two common open space areas and shall incorporate activities for different age groups (e.g. tot lot and Barbeque area).

J. Rooftop structures such as gazebos, and trellises are permissible and shall not be included within the total building height calculation if they do not cover more than 20% of the roof area and are no more than 12 feet in height measured from the base of the structure.

19.720.050 Recreational Amenities

A. The required front yard area shall not be counted toward the common usable open space requirement.

B. Except for 100% deed restricted senior housing, projects shall include at least one children's play area with a minimum size of 150 square feet.

C. Developments that include 30 or more dwelling units shall include at least one play area for children (unless age restricted to senior citizens or the development is located within 300 feet of a public park). Such play areas shall:

1. Have a minimum dimension of 20 feet in any direction and a minimum area of 600 square feet.
2. Contain play equipment, including equipment designed for children aged five years and younger.
3. Be visible from multiple dwelling units within the project.
4. Be protected from adjacent streets or parking lots with a fence or other barrier at least 4 feet in height.
5. Be accessible from all on-site dwellings by pedestrian paths and separated from vehicular areas, unless otherwise approved by the Planning, Building, and Public Works Director.
6. A play area for children under age five shall be provided within direct visibility of common spaces.

D. One common recreational amenity shall be provided for every 30 units. Facilities that serve more people could be counted as two (2) amenities, as indicated below. The following listed amenities satisfy the recreational requirements:

1. Clubhouse at a minimum of 750 square feet (counts as two)
2. Swimming pool at a minimum of 15x30 feet or equal surface area (counts as two)
3. Tennis, basketball, racquetball court or pickle-ball court
4. Weightlifting facility/Indoor fitness center at a minimum of 800 square feet. Indoor fitness centers 2,000 square feet or greater (counts as two).
5. Outdoor fitness stations with at least three (3) fitness stations either grouped together or provided along a trail or walkway with a minimum of 50 yards distance between each fitness station.
6. Children's playground at a minimum of 600 square feet
7. Sauna or jacuzzi
8. Day care facility (counts as two)
9. Picnic areas/stations with tables and chairs or BBQ grills with picnic stations
10. Outdoor chess/checkers boards
11. Community garden with a maximum of 20,000 square feet and a perimeter fence at least four (4) feet in height.
12. Plaza at a minimum 2,000 square feet with a street located on at least one (1) side of the Plaza and shall provide a minimum of 10% of landscaping.
13. Other recreational amenities deemed adequate by the Community and Economic Development Director

19.720.060 Private Open Space.

A. Private open space located on the ground level (e.g., yards, decks, patios) shall have a horizontal dimension of not less than 10 feet in any direction. Private open space located above ground level (e.g., porches, balconies) shall have a minimum depth of not less than 6 feet and a total area of not less than 50 sq ft. .

B. Private usable open space shall be accessible to only one (1) dwelling unit by a doorway or doorways to a habitable room or hallway of the unit.

C. Above ground-level space shall have at least one (1) exterior side open and unobstructed for at least 8 feet above floor level, except for incidental railings or balustrades.

D. Ground level private open spaces shall be contiguous to the units they serve and screened to a minimum height of 4 feet by use of plant materials, solid walls, or building surface.

19.724.070 Rooftop Decks.

A. Any rooftop uses intended for active or passive recreation shall require a site plan review, permits, and inspections for occupants and structural safety based on how the building roof is to be used. However, passive

recreational uses, such as seating areas or simple walkways, may be permitted without a site plan review, provided they do not involve permanent structures or significant modifications.

1. The rooftop deck shall be located on the third or higher story.
2. The rooftop deck shall be accessible to all residents of dwelling units on the parcel, but not to commercial tenants of a residential mixed-use development.
3. Minimum dimensions of a rooftop deck are 15 feet in any direction.
4. Permanent fixtures associated with the usable open space, such as trellises; shade structures; furniture; and furnishings such as planters, lighting, and heaters may exceed the height limit by up to 12 feet.
5. At least 15 percent but no more than 25 percent of the rooftop shall be landscaped with raised beds for gardening, stormwater planters, or other landscaping. All required landscaped areas should be equipped with automatic irrigation systems and be properly drained.
6. Rooftop equipment if visible from a public right of way, shall be screened by a parapet or enclosure.
7. Rooftops not meant to be usable for recreational purposes are exempt from the landscaping requirement but must still be treated to minimize aesthetic impacts when visible from off-site locations. Where rooftops are visible from off-site, they should be treated to minimize aesthetic impacts.

19.720.080 Pedestrian Access to Dwellings.

A. A clear pedestrian walkway with a minimum 6-foot width shall be provided connecting parking areas to main entrances of buildings and the public sidewalk. The walkway shall be clearly marked with special paving, concrete stamping, or coloring.

B. Pedestrian connections shall be incorporated to connect between residential and commercial elements within the same project.

C. Walkways shall not be sited directly against a building façade but buffered with a minimum 3-foot-wide landscaped planting area to provide privacy of nearby residences or private open space.

D. A sidewalk shall be provided on at least one side of all internal streets providing a safe pedestrian connection.

E. All development types shall provide internal pedestrian connections throughout the project site. Internal pedestrian connections is a system of pedestrian walkways that connects to all buildings on a site, to on-site and street parking areas, on-site open space areas, and pedestrian amenities.

F. Where pedestrian circulation crosses vehicular routes, a change in grade materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety.

G. Pedestrian linkages to nearby neighborhoods, schools, parks, commercial projects, and parking areas shall be provided.

19.720.090 Future Rights-of-Way.

A. This section is applicable only where a portion of a lot is within an area planned to be part of a future street, alley, or other public right-of-way as determined from an officially adopted plan, and the acquisition of such portion would not reduce the buildable lot width to less than forty (40) feet.

B. In cases to which this section applies, the portions of any lot within any such future right-of-way area shall not be occupied by structures other than those encroachments allowed in future rights-of-way as provided in subsection C of this section. All other required setbacks, yards, and open areas shall be provided in addition to the future right-of-way areas, and the future right-of-way lines shall be considered to be lot lines for purposes of measuring such other setbacks, yards, and open areas.

C. **Permitted Encroachments.** The following encroachments are permitted within the future rights-of-way area:

1. Utility-owned pole lines within approved easements.
2. Access walkways and driveways.

3. Uncovered parking—to the same extent as permitted in adjoining front, side, or rear yard.
4. Storage (vehicles for over 24 hours, trash areas, other permitted outdoor storage)—to the same extent as permitted in adjoining side or rear yard.
5. Recreation facilities which are subject to building permit (play equipment, play structure, playhouse, etc.)—to the same extent as permitted in adjoining side or rear yard.
6. Real estate signs.
7. Fences, walls, hedges, and berms—to the same extent as permitted in adjoining front, side, or rear yard.
8. Landscaping, other than hedges.

19.720.100 Right-of-Way Improvements.

A. The purpose of this section is to establish requirements for right-of-way improvements for all MU zoned parcels within the City of Buena Park on which property improvements are made. "Right-of-way improvements" shall include curbs, gutters, sidewalks, driveway approaches, handicapped (ADA) ramps, water lines and appurtenances, sewer lines and appurtenances, storm drainage facilities, property dedications of right-of-way, streetlights, pavement markings, signs, and street trees.

B. **Required Improvements.** All projects shall be required to provide the following right-of-way improvements as are deemed necessary and applicable by the Director of Public Works:

1. **Sidewalk and Parkway.** Construction or repair of a sidewalk and parkway adjoining the site. The sidewalk shall have a minimum clear width of five (5) feet with a parkway, or six (6) feet if the sidewalk adjoins the curb, or shall be the minimum width of the adjoining properties along that side of the street.

2. **Curb and Gutter.** Construction or repair of curbs and gutters adjoining the site. All unused curb cuts shall be replaced with a full-height curb and gutter.

3. **Street Trees.** As required by Subsection 18.24.190 of the Municipal Code.

4. **Bicycle Trail.** As required by Subsection 18.64.020. Construction of bicycle trail as required by the "Fourth District Bikeways Strategy" adopted by the Orange County Transportation Authority.

C. **Encroachment Permit Required.** Except as otherwise provided in this Section, it is unlawful for any person to encroach or make or cause to be made any encroachment in the public right-of-way or on property subject to a public utility easement, or other easement available for use by public utilities, without first obtaining an encroachment permit from the Public Works Department.

1. Encroachment permits for right-of-way improvements shall be obtained prior to the issuance of a building permit and prior to any work being done within the right-of-way.
2. Street improvement plans for all work in the public right-of-way shall be prepared by a licensed civil engineer, whose signed engineer's stamp shall appear on the plans. Final construction plans and specifications shall be approved by the City Engineer, and released for construction, prior to the issuance of the encroachment permit.

D. **Parkways.** A parkway (i.e., sidewalk strip, parking strip, or tree buffer) is a portion of the street right-of-way lying between the curb and sidewalk.
1. Any objects placed in the parkway (e.g. rocks, benches, etc.) shall not present a hazard or public nuisance and shall not block a clear line of sight across the parkway.

E. **Objective Design Standards:**
1. **General:**
   i. Commercial uses and development standards are subject to the provisions of Division 5 of Title 19 of the BPMC, unless stated otherwise herein.
   ii. Projects developed within the Mixed-Use Zones shall comply with the most recent Orange County Fire Authority Guidelines for access, water and Architectural Guidelines.
2. **Project Design:**
   i. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a Registered Engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed

improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.

a) Projects within the flood zone of the Federal Emergency Management Agency shall be developed per Division II of Title 18 of the City Code.
b) Street dedications including corner cutoff dedications to the City for the project frontage will be required per the Master Street Plan.
c) Existing overhead utilities and poles along the project frontage shall be undergrounded or an in-lieu fee may be paid per the City's latest fee schedule. All new utilities to the project site shall be undergrounded.
d) New streetlights along the project frontage shall be required every 150-feet unless already existing. Streetlights mounted on wooden poles shall be replaced with marblelite poles.
e) Trees and ground cover with an irrigation system shall be required within the parkway landscaping area along the project frontage. The species of tree to be planted will be determined by the City of Buena Park's Urban Forest Management Plan. The property owner shall be responsible for the maintenance of this landscaping area per Chapter 19.1112.070 of the Buena Park Municipal Code.
f) Driveway approaches, sidewalks, curb, and gutter along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.
g) All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency access within the project parcel shall be approved by the Orange County Fire Authority and an approved copy of the plan shall be submitted to the Engineering Division with the submittal of the grading plan.
h) Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
i) A site distance analysis, prepared by a registered engineer, shall be submitted for approval for any structures that are substantial is size, such as monument signs, that are proposed adjacent to existing or proposed driveway.
j) Provide an engineering study for any proposed sewer and water connections to the City system. The study shall be prepared by a registered civil engineer for approval by the City Engineer. Any infrastructure upgrades necessary to meet the fire code or the domestic water capacity shall be mitigated by the developer. Easements shall be dedicated as needed to accommodate a new public water or sewer system. The proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
k) A double check detector assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractors shall supply and install City approved water meters in the public right-of-way.
l) A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.
m) Easement shall be granted to the City when public water and sewer systems are installed within private land.
n) All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. The property owner shall dedicate or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.

ii. Tract maps and parcel maps shall be prepared in accordance with the State Subdivision Map Act and Division I of Title 18 of the City Code. All improvements required to be completed by the applicant shall be in accordance with the City standards and specifications. All maps shall be concurrently reviewed by the City and the Orange County Survey Department. The applicant

shall forward all plan check comments received from the Orange County Survey Department to the City for each plan check.

3. **Permit Issuance:**
   i. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
   ii. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
   iii. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
   iv. Prior to issuance of a grading permit, applicant shall record an approved WQMP that includes the Master Covenant & Agreement and an Operational Maintenance Plan with the Orange County Recorder's office. Two hard copies of the WQMP in 3-ring binders shall be provided to the City.
   v. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.
   vi. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

4. **Construction:**
   i. A traffic control plan, prepared by a registered engineer, shall be submitted for approval for all utility connections, street improvements, and any other work performed in the public right-of-way that require a lane closure. A traffic control plan, prepared by a registered engineer, shall also be submitted for work on private property that results in lane closures.
   ii. When more than one trench cut is made to install utility lines, then the street shall be either slurry sealed or grind and capped with AC to the nearest lane line of a trench cut from property line to property line. The method of replacing the pavement in kind or better shall be decided based on existing pavement condition.
   iii. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
   iv. Applicant shall abandon any existing private water wells per the City and Orange County Health Department requirements.
   v. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.
   vi. Any work on State Highway, Beach Boulevard from the I-5 Freeway to north City limit, shall require a Caltrans permit.
   vii. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
   viii. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.

Chapter 19.724 Development Standards—Outdoor Improvements

19.724.010 Trash Storage Facilities.

A. All trash storage facilities for residential uses shall meet the standards in Section 19.424.010 and Section 19.524.010 for commercial uses.

19.724.020 Outdoor Storage and Display.

A. **Outdoor Storage.** Outdoor storage of materials, equipment or other items is permitted, subject to all other limitations of this ordinance and other laws. Outdoor storage shall not be located in any required parking area or accessway, in any front yard, in any area required to be landscaped, or in any area where a six (6) foot-high fence is not permitted.

B. **Outdoor Display.** Temporary outdoor displays are permitted when authorized as part of a special events sale under Title 19, Division 10, or as part of a yard sale authorized under Section 19.448.070.

19.724.030 Firepits, Detached Fireplaces, and Fountains.

A. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum setback of five (5) feet from the side yard and rear yard property line. Outdoor fire/barbecue pits and fixed freestanding barbecues shall maintain a minimum of ten (10) feet from any dwelling or accessory structure on a lot.

B. Detached firepits and fireplaces are permitted within the side yard and rear yard setback. Detached firepits and fireplaces located within the side and rear yard areas shall not be greater than eight (8) feet in width. Residential detached fireplace/chimneys shall have a maximum height of eight (8) feet within the side yard and ten (10) feet within the rear yard, or the minimum height required by the CA Building Code or other state regulation. Any outdoor firepit or detached fireplace shall maintain a minimum setback of five (5) feet from any side or rear yard property line.

C. Fountains may be located within the front and/or rear yard setback. Fountains located within the front yard setback shall be at least six (6) feet from the property line and shall not exceed seven (7) feet in height. Fountains located within the rear yard setback shall be at least five (5) feet from the property line and shall not exceed ten (10) feet in height.

19.724.040 Patio Covers, Gazebos, and Cabanas.

A. The construction of patio covers, gazebos, and cabanas shall comply with the following standards:

1. These structures may be erected within the required side yard or rear yard provided that the clear space between the structure and the property line shall not be less than four (4) feet on the side and ten (10) feet in the rear.

2. If located within a required side yard or rear yard setback, the height of the structure shall not exceed ten (10) feet from finished grade.

3. None of these structures shall be enclosed by solid materials including transparent or opaque.

4. Patio covers on upper-floor balconies are permitted but must comply with all setback and height requirements. These covers cannot be added or enclosed later by residents without prior approval from the Community and Economic Development Director.

19.724.050 Swimming Pools and Spas.

Pools and Spas enclosures shall be compliant with CBC Chapter 31 Section 3109, the California Residential Code (CRC) Appendix V, The California Health and Safety Code (HCS) Article 2.5 (Sections 115920-115929)- "The Swimming Pool Safety Act" and this Code.

Chapter 19.728 Development Standards—Fences, Walls, Hedges, and Berms

19.728.010 General Requirements.

A. No fence shall be constructed within the mixed-use zones until the plans and design for such fence have been approved pursuant to the zoning compliance review procedure (Section 19.128.090). In addition, a fence may require a building permit from the Building Division.

B. All fences, whether required or not, shall be located and limited in accordance with provisions of this Division.

C. Fences are required under various provisions of this Division and other laws, including, but not limited to, the screening and protection of parking areas, storage areas, swimming and therapeutic pools, and utility facilities. Such required fences together with the facilities and activities required to be enclosed shall be located so as not to conflict with open space and yard setback requirements.

D. **Conflict with State Law.** In the case of fencing requirements pursuant to state law which unavoidably conflict with the requirements of this Division, the state requirements shall prevail.

E. As defined in Section 19.104.080, the term "fence" as used in this Division means fence, freestanding wall, hedge, or berm unless otherwise specifically stated.

19.728.020 Fence Height and Location.

A. **General.** A solid wall, fence, hedge, or berm no more than two (2) feet in height may be permitted anywhere on a lot. A non-view obscuring fence, such as wrought iron, may be permitted as follows:

1. A maximum of 4.5-foot high fence may be permitted anywhere on a lot.
2. A maximum of a 6-foot high decorative fence may be permitted along any street frontage at a distance equal to or greater than the required parking setback for the Mixed-Use Zone (Section 19.720.010 Setbacks). This provision shall not supersede the requirements in Chapter 19.732.

B. **Interior Lots.** On interior lots, a fence, wall, or hedge not exceeding 8 feet above the adjacent natural grade may be located anywhere on the lot behind the required front yard setback line.

C. **Corner Lots.** On corner lots, a fence, wall, or hedge not exceeding 8 feet in height above the adjacent natural grade may be located anywhere on the lot behind the required front yard setback line and behind the required corner side yard setback line.

D. **Retaining Wall below Natural Grade.** Where a retaining wall protects a cut below the natural grade and is located on the line separating lots or parcels, the retaining wall may be topped by a wall, fence, or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed.

E. **Retaining Wall Containing Fill.** Where a retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a wall, fence, or hedge, provided that in any event, a protective fence or wall not more than 3 feet in height may be erected at the top of the retaining wall. Any portion of a fence above the maximum height shall be an open-work fence. An openwork fence means a fence in which the component solid portions are evenly distributed and constitute not more than 60 percent of total surface area of the face of the fence.

F. **Open Space.** No wall, fence, or hedge exceeding 2 feet in height may be located in open space required between buildings when the buildings are situated front to front, front to rear, or front to end.

G. **Freeway Right-of-Way Adjacent.** A wall or fence not exceeding 8 feet in height may be constructed along that portion of a lot or parcel that abuts a freeway right-of-way, provided that:

1. The wall or fence does not extend into any front yard.
2. A wall or fence exceeding 6 feet in height shall be subject to discretionary approval, which shall consider the effect of such wall or fence on other property in the vicinity.
3. Walls used for sound attenuation purposes along arterial roadways shall be attractive and subject to discretionary approval.

H. **Adjacent Residential Zones.** Any other provision of this Chapter notwithstanding, a wall, fence, or hedge that is provided along a common property line separating property used for commercial purposes from a single-family zoned property or any PUD established exclusively for residential use, and that is permitted or required to maintain a height of 6 feet, may be extended to a height not to exceed 8 feet.

I. **Railroad or Flood Control Channel Adjacent.** When commercial property has a common property line with a single-family zoned property or any PUD established exclusively for residential use, and that is a right-of-way for a railroad or flood control channel, City Council may waive the requirement for a zone separation wall or fence.

J. **Setback Area.** Notwithstanding the above requirements, no fence, wall, or hedge shall be permitted within any required street-fronting setback area for any commercial or residential/commercial mixed-use development, with the exception of any fence or wall required for any outdoor dining area.

19.728.030 Fence Materials and Design.

A. All fences in every mixed-use zone, whether required or not, shall:

1. Utilize no salvaged materials unless reconditioned or refinished.
2. Be suitably finished on both sides.
3. Utilize colors and materials that are compatible with the property and neighborhood.
4. All fences shall be maintained in good repair and appearance.

B. Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls. Perimeter walls shall incorporate wall inserts and/or decorative columns or pilasters to provide visual relief. The maximum unbroken length of a perimeter wall shall be 50 feet.

C. All non-transparent perimeter walls and/or fences shall be architecturally treated on both sides and shall incorporate landscaping whenever possible.

D. Wall design and selection of materials shall consider maintenance issues, especially graffiti removal and long-term maintenance.

E. Wall caps are to be incorporated as a horizontal design element at the top of walls and should not exceed 4 inches vertically.

F. Visually penetrable materials (e.g., wrought iron or tubular steel) shall be used in areas of high activity (i.e., pools, playgrounds) and areas adjacent to street frontage.

G. Screen walls, sound walls, and retaining walls shall be used to mitigate noise generators and provide privacy for residents.

H. Sight-obscuring screening shall be provided for all garbage and trash collection areas, approved outdoor storage, and parking lots abutting a single-family residential development. Such screening shall be 6 feet in height.

I. Chain Link and Wire Fencing. Except within the COMU zone and as permitted within this section, there shall be no use of chain link or wire fencing in a location between a street and any buildings on a property or which otherwise faces a street property line within public view.

1. Chain link fencing may be used within such areas for approved temporary uses and for the purpose of temporarily securing vacant or vacated properties and construction sites.

2. For site screening purposes, a chain link gate with screening slats may be used across driveways within such areas.
3. For temporary site screening purposes for a period of 3 years or less, a chain link fence with screening slats may be used around soil remediation equipment.

J. Vision Clearance Area. Any fence within the required vision clearance area adjacent to any driveway or alley where it intersects with a public street, as defined under section 19.728.020, shall not be a view-obscuring fence.

K. Any masonry wall shall be of a minimum 6-inch-wide block construction. In addition, the wall shall be of ornamental masonry in earthtone colors compatible with the structures on the property. Standard grey or pink block shall not be considered as ornamental masonry and may not be used except to match existing adjacent walls.

19.728.040 Double Fences.

A. Any parallel fences constructed with less than 3 feet separation shall be considered double fences. It is the intent of the City to discourage double fences whenever possible in order to avoid areas in which children and animals may become lodged, areas which may encourage rodent infestation, and areas which may accumulate litter and debris.

B. In instances where double fences are unavoidable, the gap between the fences shall be completely sealed with flashing, cement cap, or other material in a manner acceptable to the Planning and Building Divisions.

C. Where a new fence is required along a property line and an existing fence or wall is located on the opposite side of the property line, the Director may suspend the requirement for the new fence provided that the existing fence can substantially satisfy all requirements of this Division and/or any conditions of an approval. Such suspension shall become null and void once the adjacent wall or fence is removed or found unacceptable by the Director and the requirement for the new fence shall be completed at such time.

19.728.050 Security Gate Standards.

A. General Requirements.

1. **Definition.** For the purpose of this Section, security gates shall be defined as any gate, door, or other barrier that limits or restricts public access to or from a property. This definition does not include any barrier securing a pool area, an individual garage, private patio, yard, or living area, or such storage room, recreation rooms, or similar areas not intended for general public access.

2. Proposed residential developments in the mixed-use zones shall indicate during the site plan process prospective plans for future security gates and fencing installation.

3. Security gates shall conform to all other provisions of this Chapter, except where such provisions may conflict with the requirements of this Section.

B. Pedestrian Access. For any security gate that restricts pedestrian access to dwelling units of any residential development in the mixed-use zones, an intercom or telephone system shall be provided at the gate for each dwelling unit with restricted access as a condition of approval of the security gate.

C. Vehicular Access. For any security gate that restricts vehicular access onto any multifamily residential development in the mixed-use zones, the following requirements shall apply;

1. All vehicular security gates shall be constructed of material that is not view-obscuring.
2. All vehicular security gates shall be automatically operated by remote control devices. Furthermore, such vehicular gates shall not be permitted to swing in or out.
3. **Pedestrian Access.** A separate pedestrian walkway leading from the public sidewalk into a development shall be provided for any development with a security gate across a vehicular access driveway.

4. **Gate Width.** Vehicular entry gates shall open a minimum 20 feet to completely clear the minimum driveway width. Additional width may be required by the City for access or circulation purposes.
5. **Gate Setback.**
   a. For any development located on a street with a traffic count of 2,000 cars or fewer per day, a security gate across a vehicular driveway shall be set back from the street property line a minimum of 15 feet, except that, for an existing development, the setback may be reduced to a minimum 12 feet if it is deemed necessary.
   b. For any development located on a street with a traffic count of more than 2000 cars per day, a security gate across a vehicular driveway shall be set back from the street property line a minimum of 40 feet.
6. **Vehicular Turnaround.** A turnaround area outside of the gate shall be required for any development of 2 or more units which is located on a street with a traffic count of more than 2000 cars per day or for any development of more than 20 dwelling units.
7. **Trash Pickup.** A means of entry, to be approved by the City-franchised trash disposal service, shall be provided which automatically opens the vehicular gate(s) for trash pickup. Furthermore, all 3 cubic yard trash bins shall remain within City-approved trash storage facilities for removal by the franchise service at the location of the trash storage area.

D. Emergency Response Access. Prior to the issuance of any permits, fence plans with security gates shall be reviewed and approved by the City Fire and Police Departments as to any required compliance with the following standards.

1. To facilitate access by Fire Department personnel, a key switch box, or other approved device, shall be provided for all pedestrian and vehicular security gates.
2. To facilitate access by City law enforcement officers, a keypad, or other approved device, shall be provided for all pedestrian and vehicular security gates. Furthermore, vehicular gates must provide egress for law enforcement vehicles.

Chapter 19.732 Development Standards—Landscaping

19.732.010 Where Required.

A. Minimum Landscaped Area. 15 percent of the total net developable site area shall be landscaped. Required setbacks shall be included as part of the calculation of the minimum landscaped area.

B. Landscaping Required in Setbacks. A minimum of 50 percent of the surface area of the required setbacks shall be landscaped in all mixed-use zones, with the exception of the required front and corner side yard setbacks in the EMU and COMU zones. In the EMU zones, a maximum of 60 percent and a minimum of 20 percent of the surface area of the required setbacks shall be landscaped. In the COMU zone, a minimum of 15 percent of the surface area of the required setbacks shall be landscaped. Any non-landscaped area within a required setback shall be paved per the requirements in Subsection C.

C. Paved Areas in Setbacks. Areas not landscaped shall be paved with high-quality materials such as pavers, stone or cobblestone, patterned or scored colored concrete, or similar durable materials. Plain and colored concrete and plain asphalt are prohibited.

D. Ground Cover. All landscaped areas shall be covered with turf, non-deciduous groundcover, or other types of plantings. All plant spacing shall be as indicated on the landscape plans. Substitute landscaping such as crushed rock, redwood chips, pebbles, and stone may not be used in lieu of live plant materials, although limited use may be approved by the Community and Economic Development Director during the site plan review process.

E. Vision Clearance at Street Intersections Paving and Landscaping. The area comprising an open and unobstructed triangular area for vision clearance shall be paved and landscaped in accordance with Chapter 19.732 and other applicable landscaping standards required for mixed-use zones, except that no trees, shrubs, fences, or other physical obstructions higher than 3 feet above existing grade shall be permitted.

F. Landscaping designs shall include one (1) or more of the following planting design concepts:

1. Specimen trees (48-inch box or more) in informal groupings or rows at major focal points.
2. Use of planting to create shadow and patterns against walls.
3. Use of planting to soften building lines and emphasize the positive features of the sit.
4. Use of flowering vines on walls, arbors, or trellises.
5. Trees to create canopy and shade, especially in parking areas and passive open space areas.
6. Berms, plantings, and walls to screen parking lots, trash enclosures, storage areas, utility boxes, etc.

G. Plant materials shall be placed so that they do not interfere with the lighting of the premises or restrict access to emergency apparatus such as re-hydrants or re-alarm boxes. Trees or large shrubs shall not be planted under overhead lines or over underground utilities if their growth might interfere with such public utilities. Trees and large shrubs shall be placed as follows:

1. A minimum of 8 feet between the center of trees and the edge of a driveway, a water meter, gas meter, and sewer laterals.
2. A minimum of 20 feet between the center of trees and the beginning of curb returns at intersections to keep trees out of the line-of-sight triangle at intersections.
3. A minimum of 15 feet between the center of trees and large shrubs to utility poles and streetlights.
4. A minimum of 8 feet between the center of trees or large shrubs and re hydrants and re department sprinkler and standpipe connections.

H. Each project developed within mixed-use zones shall comply with the most recently adopted Orange County Fire Authority Guidelines for access, water, and Architectural Guidelines.

I. Parking Lot Landscaping Improvements.

1. **Landscaped Buffers Along Streets.** Within the required setback areas for parking (See Section 19.720.010), one of the following, or a combination thereof, shall be provided except at driveway and walkway openings and as required for vision clearance by Section 19.736.020:
    i. Ornamental masonry wall or hedge, 2 feet high, at the perimeter of the parking area facing a street,
    ii. Landscaped berm, 10 feet wide and 2 feet high.
2. **Landscaped Buffers Along Alleys.** Except for driveways and walkways, a landscaped planter shall be provided along all parking areas adjacent to an alley pursuant to Section 19.536.070E.2
3. **Interior Landscaping.**
    i. Mixed-Use Zones. Within the parking area of any parking lot with 10 or more parking spaces, landscaping with trees and some combination of shrubs, vines, and ground cover shall be provided pursuant to Section 19.536.070E.3. Such landscaping shall be reasonably distributed throughout the area in order to avoid a monotonous appearance and to enhance the visual attractiveness of the area, especially those portions in public view.

J. Landscape Buffer Adjacent to RS Zones. Other than a single-family use, any parking area in the mixed-use zones located adjacent to a RS zone shall be provided with a landscape buffer consisting of trees and some combination of shrubs, vines and ground cover pursuant to Section 19.436.080E.4.

K. Landscape Buffer Adjacent to Residential Structures. Where required under Section 19.436.080E.1, a landscaped buffer shall be provided between a residential structure and an adjacent parking area, loading area, driveway, or other area provided for vehicular circulation. Such landscaped area may include walkways, uncovered porches, and exterior stairways and balconies, provided at least 60 percent of the total required buffer area is occupied by plant materials.

L. Pedestrian-Oriented Plazas. A minimum of 25 percent of the pedestrian-oriented plaza shall be landscaped with live plant materials. Pedestrian-oriented plazas shall feature landscape amenities including but not limited to landscape planters, low hedges, and shade-providing trees, water features, or unique features that enhance the appearance, desirability, and usability of the plaza.

M. Artificial Plants Prohibited. Artificial plants, with the exception of artificial turf, are prohibited.

N. Artificial Turf. Artificial turf requires an Artificial Turf permit approval prior to installation. Artificial turf, where permitted, shall comply with the following criteria:

1. Artificial turf shall not be located in front yards, corner side yards, or portions of side yards visible from a public right of way.
2. Artificial turf shall have a minimum eight-year no fade warranty.
3. Artificial turf shall be installed by a licensed professional and shall be installed pursuant to manufacturer's requirements.
4. Artificial turf shall be installed and maintained to effectively simulate the appearance of a well-maintained lawn. The turf shall be maintained in a green fadeless condition and shall be maintained free of weeds, debris, tears, holes, and impressions.
5. The use of indoor or outdoor plastic or nylon carpeting as a replacement of artificial turf or natural turf is prohibited.
6. A minimum of 15% of the overall area to be turfed shall include living plant material (i.e., flower beds, tree wells, etc.) within the overall landscape design.
7. Artificial turf shall be separated from flowerbeds by a concrete mow strip, bender board, or other barrier acceptable to the city in order to prevent intrusion of living plant material into the artificial turf.

O. Trees.

1. **Tree Location.** No trees shall be planted under any eave, balcony, or overhang.
2. **Root Barriers Required.** Trees in landscape planters measuring 10 feet or less in width or depth shall be provided with tree root barriers.
3. **Tree Staking.** All trees shall be double-staked.
4. **Visibility.** All trees whether singularly placed or placed on clusters shall not inhibit standard visibility parameters.
5. **Required Site Trees.** One tree shall be provided for every 1,000 square feet of site area. Trees shall conform to the matrix of plant materials established by the Urban Forestry Master Plan. Minimum tree size at planting shall be 24-inch box.
6. **Street Trees.** Street trees shall be provided per City standards.

P. Drought-Tolerant Species. A minimum of 75 percent of non-turf landscaped areas shall be planted with native or drought-tolerant planting materials, as widely recognized within the horticultural industry or as recommended by a California-licensed Landscape Architect, to bring interest and beauty to the landscape, support biodiversity, and reduce the need for pesticides and excessive irrigation. Landscape selection shall be in compliance with the City's Water Efficient Landscape Ordinance.

19.732.020 Plan Approval Required.

A. A landscape and irrigation plan for any newly established landscape area shall be submitted for Landscape Plan review and approval.

B. The landscape and irrigation plan shall clearly identify the following criteria:

1. Property lines and property address.
2. Streets, driveways, walkways, recreational areas, and other paved areas.
3. Pools, water features, fences, and retaining walls.
4. Existing and proposed buildings and structures.
5. Landscaping materials, trees, shrubs, vines, ground cover, turf, and other vegetation. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated.
6. An approximate calculation of the total landscape area.

C. A landscape and irrigation plan with new landscaped areas of 500 square feet or more, or 2,500 square feet of rehabilitated landscape area shall be prepared and/or certified by a licensed landscape architect or contractor, certified irrigation designer, or other licensed or certified professional in a related field.

D. Minimum acceptable plant sizes shall be as follows:

1. Trees shall be a minimum 24-inch box size.
2. Shrubs and vines shall not be less than 5-gallon size, and a minimum of 15-gallon minimum size, where required for screening. The minimum planter width for shrubs is 3 feet.

3. Groundcover be not be less than 1-gallon size.
4. Street trees be planted at one (1) tree per 25 linear feet of frontage.

E. Landscape and irrigation plans shall be approved prior to the issuance of permits for such work or prior to the issuance of any permits (i.e. building permits) for any associated work approved by an action of the Communty and Economic Development Director.

19.732.030 Landscape and Maintenance.

A. All landscaping shall be permanently maintained in a clean, healthy, and attractive condition. This includes pruning, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the appropriate watering of all landscaping.

B. **Curbs Required.** All landscape planters shall be separated from all parking and loading spaces, parking aisles, and driveways with a minimum 6-inch-high concrete curb unless a reduced curb is required as part of the Water Quality Management Plan (WQMP). In addition, for any such landscape area adjacent to a public sidewalk, in which the grade of the planter is higher than the sidewalk and which is planted with ground cover other than a hydroseeded or sodded lawn, a minimum 6-inch-high concrete curb shall be provided alongside the public sidewalk to preclude soil erosion across such sidewalk.

19.732.040 Irrigation System and Maintenance.

A. All required landscaping shall be provided with a permanent underground irrigation system. The irrigation system shall consist of piped water lines terminating in an appropriate number of sprinklers or other outlets to insure complete coverage of water for plants within the landscaped areas.

B. Sprinkler heads and risers shall be protected from car bumpers. “Pop-up” heads shall be used near curbs and sidewalks. The landscape irrigation system shall be designed to prevent run-off and overspray.

C. Any permanent, underground irrigation system, whether required or not, shall comply with the following criteria:

1. Permits are required prior to installation of any permanent, underground irrigation system.
    i. **Off-Site Work.** Irrigation systems exclusively in City rights-of-way require permits issued by the Construction Services Division of Public Works. Any system within City rights-of-way shall meet the minimum requirements outlined under Engineering Standard No. ISP-1.
    ii. **On-Site Work.** on-site and combination on-site and off-site installations shall comply with the Water Efficient Landscape Ordinance. Permit fees shall be in accordance with the applicable sections of the City Code.
2. **Backflow Prevention Devices.** All irrigation systems shall be protected by an approved type and size of backflow prevention devices, as required by the Public Works Department, to be painted green and screened by landscaping with a 3-foot-wide clearance.
3. After installation, the system shall be flushed thoroughly to remove dirt and debris prior to installation of the sprinkler heads.
4. Irrigation systems shall be maintained in good working order.

D. In addition to the requirements of subsection B of this section, any required permanent underground irrigation system for a development with 500 square feet or more in landscape area shall comply with the following criteria:

1. Each irrigation system shall be equipped with an automatic controller with a mechanical or solid-state timer capable of operating valve stations to set days and length of time.
2. Each irrigation system shall be equipped with a rain sensing override device which automatically shuts off the irrigation system when it rains.
3. Whenever possible, landscape irrigation shall be scheduled between 2:00 a.m. and 10:00 a.m. to avoid irrigation during times of high wind or high temperature.
4. For larger developments, the following criteria may be required when considered appropriate under a department policy of either the Planning Division or Public Works Department.
    iii. A soil moisture sensing device may be required where appropriate to measure soil moisture and maintain efficient irrigation schedules.

iv. A separate landscape water meter may be required.

Chapter 19.736 Development Standards—Vehicular Provisions

19.736.010 Street Dedication and Improvement.

No building permit shall be issued until the following requirements are met:

A. All streets, alleys, and other public rights-of-way shown on plans approved by the City Council and which abut the subject property shall be dedicated to the planned right-of-way line or a deed of dedication deposited in escrow with an escrow agent acceptable to the City Attorney, the delivery of which is conditioned upon the required permit being granted.

B. All improvements of streets, alleys, and other public rights-of-way which abut the subject property and are required in order to conform to improvement standards approved by the City Council shall be installed, or a performance bond, in a reasonable amount to be determined by the City Engineer, with sureties to be approved by the City Attorney, shall be filed with the City Clerk, or cash in a like amount shall be deposited with the Finance Director to be placed in a trust fund.

19.736.020 Vision Clearance.

A. Vision clearance areas shall be provided as follows:

1. On any corner lot: a triangular area at the street intersection measuring 15 feet along each street property line (or the projections thereof parallel to the centerlines of the streets) from the point of intersection of such property lines (or the projections thereof);
2. At the intersection of an alley with a street, or at the intersection of two (2) alleys, or at an angle point where the alignment of an alley changes by sixty degrees or more: a triangular area measuring 15 feet along each street or alley property line from the point of intersection of the property lines;
3. At any driveway entrance from or exit to a street: triangular areas on each side of the driveway measuring 15 feet along the street property line and 15 feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line.

B. Within a required vision clearance area there shall be no fence, tree, shrub, or other obstruction to sight between two (2) feet and seven (7) feet above the established street grade. Where the vision clearance area for an existing driveway falls on adjacent property, no additional obstruction in the two-foot to seven-foot height range shall be placed in the vision clearance area. Where existing obstructions exist on adjacent property in the two-foot to seven-foot height range, any new driveway constructed on the subject property shall be located so as to not have any such obstructions in its vision clearance areas.

19.736.030 Driveway Standards.

A. In case of any conflict between the requirements of this section and any safety requirements pursuant to the Fire Code, the Fire Code requirements shall prevail.

B. Every garage, carport, parking area, loading area, drive-in or drive-through service area, or other off-street vehicular waiting or maneuvering area shall be connected to one or more public streets or alleys by one or more driveways meeting the standards set forth in this section.

C. Driveway Width.

1. In the various zones, the width of any driveway shall be within the limits shown in Table 19.736.030.
2. Where the driveway approach width at the street property line required by the City Engineer pursuant to Title 12 is different from the driveway width required by this section, a variable width transition segment outside the street right-of-way shall be provided to provide a smooth connection.

D. Driveway Length. Within the mixed-use zones, the minimum length of a driveway extending from a street to a parking area shall be 25 feet. A parking aisle providing access into a parking space shall not overlap the minimum required driveway length. In addition, the City Engineer may require a greater driveway length for

larger parking lots, based on the amount of vehicular traffic generated with the existing and/or proposed land use, and the volume and speed of traffic on the adjacent street.

E. Driveway Height Clearance. Within the required driveway width, there shall be no obstruction from the driveway surface to a height of 8 feet. In addition, any portion of a driveway not covered by a building or porte cochere shall be unobstructed to a height of 14 feet.

Table 19.736.030
DRIVEWAY WIDTHS

All Zones [1]	Minimum Driveway Width	Maximum Driveway Width
One-Way	13 feet	35 feet
Two-Way	25 feet	35 feet

[1] The minimum and maximum driveway widths shall be subject to Section 19.436.040 for horizontal residential mixed-use developments with separate entry driveways. Horizontal residential mixed-use developments with a shared entrance shall be subject to the minimum and maximum development standards provided in Table 19.736.030.

F. Driveway Curvature. The minimum turning radius for any curve in a driveway shall be 25 feet measured to the outside edge of the driveway. The minimum turning radius for parking aisles shall be 25 feet.

G. Driveway Circulation Pattern.

1. Driveways and on-site circulation shall be arranged so that vehicles are not required to back into a street.
2. Outer turning radius of all drive aisles shall be 20 feet minimum.
3. In all zones, in order to preclude backing from a parking space into an alley, there shall be no direct entry from an alley to a parking space.

H. Corner Lots. Corner lots shall include two (2) driveways on each street frontage (primary street and secondary/side street).

19.736.040 Parking Spaces Required.

A. In connection with the use of each lot, sufficient off-street parking space shall be provided to meet the demand created by all activities on the lot. The minimum requirements for each use shall be as shown in Table 19.736.040, entitled Parking Spaces Required. Additional or a reduction in requirements may be imposed, based upon substantiated estimates, as a condition of approval of a development under site plan review, conditional use permit, or other development approval procedure provided for in this Title. For uses or property for which no parking requirement is set forth in Table 19.736.040, nor previously determined under the interpretation procedure (Section 19.128.010), nor established under a development approval procedure, a parking requirement shall be determined for that type of use pursuant to the interpretation procedure set forth in Section 19.128.010.

B. The floor area of any space used for parking, loading, or vehicular circulation shall not be included in the gross floor area use to calculate a parking requirement.

C. Where there is more than one (1) activity or use on a lot, the total parking space requirement shall be the sum of requirements for the separate components unless a conditional use permit is granted by the City for shared parking. An application for shared parking facilities may be considered for uses with significantly different peak hours of operation which must meet the following requirements:

1. A parking study prepared by a traffic engineer shall be submitted by the applicant demonstrating that there will not exist substantial conflict in the peak hours of parking demand for the uses for which joint use is proposed.

2. The number of parking spaces credited from one use to another under a shared parking agreement shall not create a situation where either use does not maintain the minimum number of spaces deemed necessary during peak hours of operation.

3. Parking spaces designated for joint use shall be located within a reasonable proximity to the use served as determined by the permit issued.

4. A written agreement shall be drawn to the satisfaction of the City Attorney and executed by all parties concerned assuring the continued availability of the number of spaces designated for joint use.

D. Where an off-street parking district has been established, the parking space requirement for each property within the district shall be reduced by the share of the total spaces provided by the district which is proportional to the share of the district assessment borne by the same property.

E. Any fractional space requirement resulting from the calculation of required parking spaces shall be disregarded if less than 0.50 space and shall be counted as one required space if 0.50 or greater.

Table 19.736.040
PARKING SPACES REQUIRED

Use	**Parking Spaces Required**
Residential Uses	
Multi-Family Uses – Stand Alone Use	See Table 19.436.050 for parking spaces required for multi-family uses.
Multi-Family Uses – Part of a Mixed-Use Development	
Developments with 49 or less residential units:	Within a parking structure or enclosed garage/carport:
Studio	1.0 spaces per dwelling unit
1 sleeping room	1.25 spaces per dwelling unit
2 sleeping rooms	2.2 spaces per dwelling unit
3 or more sleeping rooms	2.95 spaces per dwelling unit
Developments with 50 units or more:	Within a parking structure or enclosed garage/carport:
Studio	1.0 spaces per dwelling
1 sleeping room	1.25 spaces per dwelling
2 sleeping rooms	2.13 spaces per dwelling unit
3 or more sleeping rooms	3.0 spaces per dwelling unit
Public Service Uses	
See Table 19.536.040 for parking spaces required for Public Service Uses.	
Commercial Uses	
See Table 19.536.040 for parking spaces required for Commercial Uses. *In addition to the total number of required parking spaces, an additional 10% of the total required spaces must be reserved and designated for guest parking. Guest parking spaces shall be clearly marked and easily accessible.*	

19.736.050 Parking Location.

A. Required residential parking shall be located on the same lot as the activities or uses served, except as follows:

1. Required parking may be located on a lot adjacent to the lot served subject to a recorded covenant as provided in subsection B of this section.
2. Any required parking provided by means of an off-street parking district is not subject to a specific location requirement.

B. Where required parking is not on the same lot as the activity or use served, a covenant running with the land shall be recorded by the owner of the parking lot guaranteeing to the City that the required parking will be maintained for the use or activity served.

19.736.060 Parking Dimensions and Layout.

A. Except as further provided in this section, the layout of parking areas shall meet the standards shown in Table 19.736.060, entitled Parking Layout Standards.

B. There shall be a clear vehicular entry to every required parking space at least equal in width to the required width of the space.

C. Each parking space and aisle shall have a clear height of at least six and one-half feet. For all nonresidential parking areas, at least 20 percent of the spaces provided, together with their associated parking aisles, shall have a clear height of at least seven feet.

D. Required parking spaces shall meet the requirements for standard car parking as shown in Table 19.736.060, entitled Parking Layout Standards; except, for any parking area of ten or more spaces, not more than 30 percent of the required spaces may be for compact car parking. With justification for certain uses, a conditional use permit may be considered to permit the percentage of compact spaces to exceed 30 percent.

E. Any parking area shall provide internal circulation for access to all spaces without causing vehicles to back into or reenter a street.

F. Waiting (queuing) spaces shall not overlap parking aisles or driveways.

Table 19.736.060
PARKING LAYOUT STANDARDS

Type of Space	Stall		Drive Aisle Width (in feet)							
	Width in feet	Length in feet	One-Way				Two-Way			
			30°	45°	60°	90°	30°	45°	60°	90°
Standard Car Parking:	"	"	"	"	"	"	"	"	"	"
Angle Parking:	9 (2)	18	15	19	20	20	20	20	20	25
Parallel Parking	8	22	"	"	"	"	"	"	"	"
Compact Car Parking	"	"	"	"	"	"	"	"	"	"
Angle Parking:	8 (2)	16	13	15	20	20	20	20	20	25
Parallel Parking	7	20	"	"	"	"	"	"	"	"
Tandem Car Parking (1)	9	36								
Waiting (Queuing) Spaces	9	20								
Passenger Loading:										
Parallel to curb	8	23								
At angle to curb	9.5	19								

(1) Tandem parking stalls are permitted in parking garages and private parking lots provided at least one (1) parking stall per dwelling unit and all stalls required for any guest parking shall be individually and easily accessible and at least one (1) standard stall per dwelling unit shall be provided.
(2) With ninety-degree angle parking, an end stall shall be provided with a 2′ wide planter adjacent to a wall or structure.

19.736.070 Parking Improvements.

A. Except as otherwise specified in this Title, parking may be provided in parking lots, carports, garages, or other parking structures.

B. **Drainage.** All areas for the movement, parking, loading, repair, or storage of vehicles shall be graded and drained to dispose of surface water. In all cases except single-family residential uses, drainage shall be arranged to prevent surface flow across walkways and driveways.

C. **Paving.**

1. All areas for the movement, parking, loading, repair, or storage of vehicles shall be paved and maintained to eliminate dust and mud, to provide an even, unbroken driving surface, and to present a uniform appearance.
2. All paving shall meet one of the following minimum standards:
    i. Portland cement concrete, three and five-eighths inches thick;
    ii. Asphalt, one and one-half inches thick on a 4-inch aggregate base;
    iii. Other pavement determined by the Director to be equivalent to one of the above standards in useful life, serviceability, and appearance.

D. **Wheelstops.** In all angle parking stalls (including ninety-degree parking) facing the perimeter of a parking area, individual concrete wheelstops or a six-inch high poured-in-place concrete curb shall be provided, located two feet inside the front boundary of the stalls.

A. **Surface Parking.**

1. Parking lots shall be placed to the side or rear of buildings. There shall be no vehicular parking between residential fronts and the public right-of-way.
2. Parking lots shall be connected to all building entrances by means of internal pedestrian walkways. Pedestrian walkways shall be not less than 6 feet wide.
3. Access drives shall be at least 200 feet apart and at least 100 feet from side property lines and street intersections unless an approved shared drive is provided or the driveway location does not create a traffic hazard to adjacent property.
4. Parking lot landscaping shall be located to discourage pedestrians from having to cross any landscaped areas to reach building entrances from parked cars.
5. Maximum number of driveways:
    i. One driveway for lot frontage up to 150 feet.
    ii. Two driveways for lot frontage 150 feet to 299 feet.
    iii. One driveway for each additional 300 feet.

B. **Residential Garage.** If garage parking is provided, the following standards shall apply:

1. Garage doors may occupy no more than 40 percent of a building's street frontage and shall be recessed a minimum of 18 inches from a street-facing wall plane.
2. Street-facing garage doors serving individual units that are attached to the structure must incorporate one or more of the following so that the garage doors are visually subservient and complementary to other building elements:
    i. Garage door windows or architectural detailing consistent with the primary dwelling.
    ii. Arbor or other similar projecting feature above the garage doors.
    iii. Landscaping occupying 50 percent or more of driveway area serving the garage (e.g., "ribbon" driveway with landscaping between two parallel strips of pavement for vehicle tires)
3. Each garage space shall be equipped with an automatic door opener and a roll-up sectional or similar garage door that does not extend onto the apron. On multifamily dwellings, a security gate on a multi-space garage is permitted.
4. For attached private garage, the design shall include adequate space for waste/solid storage and a water heater unit.

C. **Tandem Parking.** Tandem parking may be permitted to satisfy the off-street parking requirement for a residential unit in accordance with the following:

1. No more than two vehicles shall be placed one behind the other.
2. Both spaces shall be assigned to a single dwelling unit.

3. The tandem parking bay shall be a minimum 39 feet by 9 feet in interior dimensions.
4. Tandem parking to meet required parking for multiunit development shall not exceed 50 percent of the total provided number of spaces.
5. Tandem parking shall not be used to satisfy the parking requirement for guest parking.
6. The minimum vertical clearance shall be 8 feet.

D. Guest Parking. Parking for visitors and/or employees shall be accommodated onsite in garages, parking areas, or along internal streets to minimize spillover to adjacent residential neighborhoods.

E. Bicycle Parking. Bicycle spaces shall be distributed throughout the site. Bicycles may be parked anywhere on a lot, in compliance with pedestrian and vehicular access standards.

F. Developments near Public Transit. A major transit stop includes a rail transit station or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

G. Shared Parking for Underutilized Parking Spaces. Shared parking may be permitted for developments where at least 20% of parking spaces are vacant during the proposed shared parking hours. A signed agreement between entities proposing shared parking and an explanation demonstrating how the shared parking improves efficiency or reduces parking demand shall be provided.

E. Landscaping.

1. **Landscaped Buffers Along Streets.** Every parking area adjacent to a street shall be set back from the property line as required by Section 19.520.020. Such setback areas shall be permanently landscaped in accordance with the requirements of Chapter 19.532.

2. **Landscaped Buffers Along Alleys.** Except for driveways and walkways, a minimum 4-foot-wide landscaped planter shall be provided along all parking areas adjacent to an alley.

3. **Interior Landscaping.**
   i. All Mixed-Use Zones. Within the parking area of any parking lot with 10 or more parking spaces, an area equal to at least 7 percent of the total parking and driveway area shall be landscaped with trees and some combination of shrubs, vines and ground cover.

   ii. All interior parking area landscaping shall be reasonably distributed throughout the area in order to avoid a monotonous appearance and to enhance the visual attractiveness of the area, especially those portions in public view.

   iii. All portions of a parking area not improved for parking aisles and stalls and more than 5 feet by 5 feet in size shall be landscaped. Any portion of the parking area not landscaped shall be paved.

   iv. Curbs Required. At all boundaries between landscaped areas and paving, a 6-inch-high concrete curb shall be provided unless reduced curb is required as part of the Water Quality Management Plan (WQMP).

4. **Landscaped Buffers Along Residentially Zoned Properties.** Every parking area adjacent to residentially zoned property shall be set back from the property line as required by Section 19.532.010. Such setback areas shall be permanently landscaped in accordance with the requirements of Chapter 19.532.

F. Marking of Parking Spaces. All parking areas serving nonresidential uses shall be marked as follows:

1. Double lines separating stalls, with minimum 4-inch-wide stripes and a minimum 8 inch separation;
2. Spaces for handicapped parking and for compact cars shall be so identified;
3. In accordance with any additional standards for marking of parking areas which may be adopted pursuant to Section 19.124.050.

G. Lighting. Security lighting for non-residential uses shall be provided in all parking areas accessible to public entry after dark, subject to the following criteria:

1. All artificial lighting shall be so designated to provide safety and security to the property users, as well as the enhancement of the general appearance of the development. Use of unhoused, bare bulbs shall be avoided.
2. Security lighting for non-residential uses in the commercial zones shall provide the following requirements:

    i. The equivalent of one foot candle minimum of illumination shall be provided throughout the parking area.
    ii. All security lighting shall be on a time clock or photo sensor system.

3. Building-mounted lighting fixtures shall not project above the fascia or roof line. Recessed wall mounts are encouraged.
4. Pole mounted luminaires shall not exceed the height of the buildings on the site, unless otherwise approved by the Director.
5. All luminaires shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights-of-way.
6. All required lighting shall be permanently maintained as a condition of the use.

19.736.080 Parking Structure.

In addition to other requirements of this Division, a parking structure shall be subject to the following requirements.

A. For any portion of a parking structure within 50-feet of a residential zone, openings, other than for pedestrian or vehicular access shall be visually screened on any wall which faces the residential zone. Furthermore, any ramp and the top level parking surface shall have a minimum of 5-foot high perimeter solid wall as measured from the floor of the parking surface.

B. For the purpose of screen parking vehicles from public view on all other levels, there shall be a minimum of 48-inch high perimeter architectural screen or wall as measured from the finished floor, for all parking areas within the structure.

1. A parapet may count as an architectural screen if it meets the height requirement and effectively blocks the view of parked vehicles.
2. Examples of acceptable architectural screens include solid walls, perforated metal panels, decorative masonry, louvered screens, or vegetation walls, provided they are designed to complement the overall architectural style of the building and sufficiently obscure parked vehicles from public view.

C. The use of materials and the architectural design for the parking structure shall be compatible with the other structures on the property.

D. Suitable trees of a size and height relative to the scale and height of the structure shall be planted near and around the parking structure.

E. The exterior elevations of parking structures shall be designed to minimize the use of blank concrete facades. This can be accomplished through the use of textured concrete, planters or trellises, or other architectural treatments.

1. Any driveway providing access to a parking structure shall have a minimum width of 25 feet.
2. Parked vehicles at each level in the structure shall be shielded from view of adjoining streets.
3. If a toll or fee booth is in the driveway area, the driveways on either side of the booth shall have a minimum width of 14 feet and minimum depth of 40 feet from the property line to the booth to ensure vehicles can queue without obstructing traffic.
4. The maximum length of a parking aisle without being intersected by another parking aisle or driveway shall be 300 feet.
5. All ramps shall be provided with transition zones at the top and bottom of the ramp. Ramps with a grade of 10 percent or less shall have a transition zone at least 8 feet in length. Ramps with a grade of greater

than 10 percent shall have transition zones at least 12 feet in length. The grade of a transition zone shall not exceed one-half the grade of the ramp it serves.

6. Minimum lighting requirement at entrances and exits is 20 foot-candles. Minimum lighting requirement of parking areas is 1.0 foot-candles.
7. The minimum distance of entry/exit from a corner intersection is 150 feet.
8. Large illuminated signs with architectural features, such as an arch or canopy, shall be used at the entrance to emphasize the facility entry and attract patrons.
9. Drive aisles shall be designed with a minimum turning radius of 25 feet to accommodate safe maneuvering of vehicles.

19.736.090 Loading Areas.

Loading areas for nonresidential uses shall provide off-street loading spaces subject to Section 19.536.100.

19.736.100 Transportation Demand Management Requirements for Specified New Development

A. This Section is intended to meet the requirements of the California Government Code, Section 65089 (b) (3) which requires development of a trip reduction and travel demand element to the CMP, and California Government Code, Section 65089.3(a) (2) which requires adoption and implementation of Trip Reduction and Travel Demand Ordinance.

B. New commercial, office, industrial, and mixed use developments employing 100 persons or more may adversely impact existing transportation and parking facilities, resulting in increased motor vehicle emissions, deteriorating levels of service, and possibly significant additional capital expenditures to augment and improve the existing transportation system. In order to more efficiently utilize the existing and planned transportation system and to reduce vehicle emissions, it is the policy of the City to:

1. Reduce the number of peak-period vehicle trips generated in association with new development.
2. Promote and encourage the use of alternative transportation modes such as ridesharing, car pools, vanpools, public bus, and rail transit, bicycles, and walking as well as those facilities that support such modes.
3. Achieve related reductions in vehicle trips, traffic congestion, and public expenditure and achieve air quality improvements through utilization of existing local mechanisms and procedures for project review and permit processing.
4. Promote coordinated implementation of strategies on a county-wide basis to reduce transportation demand.
5. Achieve the most efficient use of local resources through coordinated and consistent regional and local TDM programs.

C. For applicable new mixed-use development projects estimated to employ 100 persons or more, shall meet the standards and requirements set forth in Chapter 19.540.

Chapter 19.740 Development Standards—Utilities and Mechanical Equipment

19.740.010 Undergrounding of Utilities.

A. In connection with the new construction or relocation of a main building, or a change of use to a nonresidential use, all utility lines within the site boundaries shall be placed underground. Necessary surface-mounted utility equipment is permitted, provided it is screened from public view in the same manner as required for mechanical equipment as provided in Section 19.740.020.

B. The provisions of this section may be waived pursuant to the procedure provided under Section 19.128.060.

19.740.020 Visual Screening of Mechanical Equipment.

A. All exterior equipment, whether freestanding or attached to a building, including pipes, conduit, and duct work shall be effectively screened from public view or architecturally integrated into a building structure, with the following exceptions:

1. Vents less than two (2) feet in height.
2. Window-mounted air conditioning units on multi-family dwellings;
3. Free-standing or roof-mounted solar equipment.
4. Outdoor lighting standards and fixtures.

B. All utility equipment shall be located out of the pedestrian path of travel. All utility equipment shall be purposefully and aesthetically placed adjacent to alleyways, within parking areas, rear or side yards, or within building "notch outs" and screened from public view.

C. If the mechanical equipment cannot be placed in the back, it shall be either placed on the ground and screened with landscape or placed on the roof and screened with architectural materials such as roof or parapet consistent with the overall architectural style.

D. All electrical utility equipment, electrical meters, and junction boxes shall be placed within a utility room. If a utility room is not feasible, then all utility equipment shall be purposefully designed as an integral part of the building development, placed adjacent to alleyways, within parking areas, or within rear or side yards, and screened from public view.

E. Trees and shrubs shall be placed a minimum of 5 feet away from water meter, gas meter, or sewer laterals; a minimum of 10 feet away from utility poles; and a minimum of 3 feet away from fire hydrants and fire department sprinkler and standpipe connections, unless another dimension is approved by the local Authority Having Jurisdictions (AHJ).

F. Design/Materials.

1. Screening must be architecturally consistent and/or integrated with the facility in terms of design, screening materials, and colors.
2. No raw or untreated materials shall be used on roof or building mounts. Fire Code requirements for the particular use and/or building will determine the permitted combustible or non-combustible material.
3. **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.

    a. New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building.
    b. For existing buildings with no parapet less than two (2) feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.

4. **Wall-and Ground-Mounted Equipment.**
    a. Equipment is not allowed between front or side street facades and the street.
    b. All screen devices shall be as high as the highest point of the equipment being screened.
    c. Equipment and screening shall be in compliance with the setbacks of the zone.
    d. Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.
    e. On ground mounts, view obscuring ornamental block, wood, and earth berms with acceptable landscaping may be used to provide effective architectural screening, if the treatment is deemed to be consistent with the overall design concept.

G. Treatment of Above-grade Transformers; Meters; Gas Manifolds, etc. It is the intent to encourage the placement of such equipment in underground vaults. If placed above grade for a multi-family dwelling, such equipment shall be located in a side yard out of direct view from the street. If placed above grade for other than a multi-family dwelling, such equipment shall be located and screened from public view by an architectural screen and landscaping.

H. Maintenance. All screening devices shall be permanently maintained as a condition of the use.

19.740.030 Communications Antennae Placement in Mixed-Use Zones.

A. Communication antennae (including guy wires, supports, and antennae elements) shall be permitted anywhere on a lot except in front or side yard setback areas abutting a street and in required rear and side yard setback areas.

B. Communication antennae shall not be supported by wooden towers.

19.740.040 Receive-only Television, Satellite Dish, and Radio Antennae Placement in Mixed-Use Zones.

A. Receive-only Antennae.
1. Any receive-only antenna may be mounted in the rear yard, interior side yard, or on the roof of any mixed-use structure, subject to all conditions hereinafter provided.

B. Screening Required.
1. Each receive-only antenna visible to the public which has a surface area exceeding 20 square feet, shall be screened. All such screening shall be on three sides and shall be sufficiently high so as to screen 90 percent or more of the antenna from public view.

C. Location.
1. No receive-only antenna, or its supporting structure, shall be installed in any required setback or in any other location which would impede emergency access to any portion of the subject property.

D. Height.
1. No receive-only antenna shall exceed 10 feet in height above the peak roof line of the structure upon which such antenna is mounted or ten feet above the peak roof line of the closest building or residential structure located on the subject property if such antenna is not to be roof mounted.
2. Nothing herein shall excuse any person from obtaining all permits otherwise required or from complying with any and all applicable local and State codes, laws and regulations pertaining to the installation of antennae and/or antenna supporting structures.

E. Receive-only Antenna Permit Application.
1. Where a permit is required, or application therefore is authorized, under any provision of Section 19.740.030 or this section, each person desiring a permit shall apply to the City's Planning Division. The applicant shall provide a completed application on a form provided by the Planning Division containing at minimum, the following:
    a. Name, address, and telephone number of the applicant,
    b. The specific location where the applicant proposes to install the antenna, including a detailed description of the antenna design and any supporting structure proposed to be utilized, including size, weight, and such other information as the Planning division may require,

c. Specific reasons as to why the antenna proposed to be installed should not be mounted in the rear yard, or otherwise, in accordance with the preferred order of placement, as herein prescribed,
d. If required herein, a description of the screening proposed to be utilized by the applicant,
e. A sketch or other drawing, satisfactory to the Director, showing:
    i. Location of physical features on the subject property,
    ii. Approximate dimensions (plus or minus one foot) of the subject lot and physical features thereon,
    iii. The specific location where the antenna, and screening if required, are proposed to be installed,
    iv. Any other physical features in the area of the subject property which applicant feels would adversely affect reception in those areas set forth herein as “preferred,” and
    v. The design of the antenna and proposed support structure,
f. A statement as to why the proposed antenna may not be satisfactorily installed, or will not satisfactorily function, in a preferred area, as prescribed herein,
g. A declaration made under penalty of perjury that either the property upon which the antenna is proposed to be installed is not subject to any contractual covenants, conditions, or restrictions, or alternatively, that any applicable contractual covenants, conditions, or restrictions do not preclude the installation of the antenna, as proposed by the applicant.
h. All applicants for an antenna permit may be required to show to the satisfaction of the Director that circumstances preclude installation in a preferred area, or that reception quality in the preferred area or areas is insufficient, as herein prescribed.
i. Any person aggrieved by any provisions of this section due to exceptional circumstances may apply for an antenna permit in accordance with the provisions of subsection E of this section.

Chapter 19.744 Development Standards—Environmental Effect

19.744.10 Noise Control.

In addition to the requirements of Title 8, the following noise standards shall be met where applicable:

A. Residential Acoustical Design.

1. For all dwelling and group quarters, the development shall be designed to achieve:

    a. Within each main building, a community noise equivalent level (CNEL) not exceeding 45 decibels;

    b. In outdoor areas, a community noise equivalent level (CNEL) not exceeding sixty-five decibels, except that where it is not reasonably possible to achieve this objective, the development shall be designed to provide the lowest noise level reasonably possible within private open areas and/or common usable open areas of at least one hundred square feet per unit, with access to such area available to the residents of each unit.

2. Acoustical design and analysis shall be based upon the projected noise contours as shown in the noise element of the General Plan. For all new residential developments, an acoustical analysis shall be submitted to the City as follows:

    a. For any residential development within a 60 decibel CNEL contour, an analysis by a professional architect, engineer, or building designer shall demonstrate that the required noise levels will be achieved.

    b. For any residential development within a 65-decibels CNEL contour, or within either the moderate noise impact area or the significant noise impact area of the Fullerton Municipal Airport as shown in the noise element of the Buena Park General Plan, an analysis by a professional mechanical or acoustical engineer shall demonstrate that the required noise levels will be achieved. Prior to issuing a certificate of occupancy, the Building Official may require tests by a qualified acoustical technician to confirm that the noise reduction achieved is sufficient to meet the requirements of this section.

B. Air Conditioning Equipment. Exterior air conditioning equipment, other than self-contained window-mounted units, shall have a sound rating number (SRN) no greater than 60 decibels, in accordance with ARI (Air Conditioning and Refrigeration Institute) Standard 270, or the equivalent.

C. Public Address Systems. In all commercial and industrial zones, any public address systems, loudspeakers, and other sound-producing equipment shall be designed, installed, and operated in a manner which is not disturbing to the surrounding area.

19.744.020 Compliance with Airport Environs Land Use Plan for Orange County.

Applicants proposing buildings or structures that penetrate the Notification Surface for FMA or JFTB Los Alamitos shall file a Form 7460-1Notice of Proposed Construction or Alteration with the Federal Aviation Administration and provide a copy of the FAA determination to the City and ALUC.

19.744.030 Lighting.

A. Lighting on any premises shall be directed, controlled, screened, or shaded in such a manner as not to shine directly on surrounding premises. Where adjacent owners enter into a written agreement, which shall be recorded, for the joint illumination of their premises, their combined properties shall be considered as a single premises for purposes of this regulation.

B. Lighting on any premises also shall be controlled so as to prevent glare on driveways, walkways, and public thoroughfares.

C. Building lighting within the mixed-use zones, for the purpose of enhancing or accentuating the architectural elements of a building and which may include the use of exposed neon and unshaded bulbs, may be authorized with a site plan review per Section 19.128.040. The review shall determine the appropriateness of the lighting to the building design. In addition to the other requirements of this section, there shall be no blinking, twinkling, scintillation, cyclic variation, motion, or the appearance of motion in the illumination.

D. Lighting shall be placed so as to minimize its impact on adjacent buildings and properties, especially residential uses. Any lighting source, including illuminated signs, shall be positioned so that light does not shine directly into residential windows.

19.744.040 Maintenance and Operation.

All uses and activities shall be operated and maintained so as not to be hazardous, obnoxious, or offensive due to air pollution, odor, dust, smoke, gas, water pollution, noise, vibration, illumination, glare, electromagnetic disturbance or other radiation, or similar effects detrimental to public health, safety, and welfare. All federal, state, and local laws and regulations concerning environmental protection shall be complied with.

Chapter 19.748 Special Requirements for Certain Uses

19.748.010 Accessory Dwelling Units and Junior Accessory Dwelling Units.

Refer to Section 19.348.010 for specific regulations on Accessory Dwelling Units and Junior Accessory Dwelling Units in mixed-use zones.

19.748.020 Mixed-Use Zones— Community Events.

Refer to Chapter 19.1004 Temporary Uses and Special Permits. Community events in mixed-use zones are required to obtain a temporary use permit subject to the provisions provided in Chapter 19.1004.

19.748.030 Live/Work Units.

Standards for live/work units and artists' lofts/studios, including the adaptive reuse of existing nonresidential buildings to accommodate work-live uses, are as follows:

A. Limitations on Use. The non-residential component of a live/work development shall be a use allowed within any applicable zone by Section 19.712.010, subject to the following additional limitations:

1. **Prohibited Uses.** A live/work unit shall not be allowed to include any of the following activities:
    i. Auto Repair – General, Auto Repair including paint or body work, Auto Maintenance – Minor, or any similar use.
    ii. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use.
    iii. Any other activity or use, as determined by the responsible review authority to not be compatible with residential activities and/or to have the possibility of affecting the health or safety of live/work unit residents due to the potential for the use to create dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts, or would be hazardous because of materials, processes, products, or wastes.
2. **Changes in Use.** After approval, a live/work unit shall not be converted to entirely residential use. The covenants, conditions, and restrictions of any live/work project or unit in any Mixed-Use zone shall include the requirement that the live/work use shall not be converted to exclusive residential use.
3. **Fire Department Review.** The Fire Department shall review all live/work applications and have the authority to make recommendations regarding permitted nonresidential uses based on fire code and general public health and safety recommendations.

B. Design Standards.

1. **Floor Area Requirement.** A live/work unit shall have a minimum floor area of at least 750 square feet. The maximum size of the residential portion of the live/work unit shall be no more than 40 percent of the unit to ensure that the residential portion remains accessory to the primary commercial use. All floor area other than that reserved for living space shall be reserved and regularly used for working space.
2. **Separation and Access of Individual Units.** Each live/work unit shall be separated from other units and other uses in the building. Access to each unit shall be provided via storefronts or from common access areas, corridors, or halls. The access to each unit shall be clearly separate from other live/work units or other uses within the building. Living space shall be located in the rear ground level or second floor and above to maintain activity and commercial access along the frontage.
3. **Facilities to Accommodate Commercial Activities.** A live/work unit shall be designed to accommodate nonresidential uses as evidenced by the provision of ventilation, interior storage, flooring, and other physical improvements of the type commonly found in exclusively nonresidential facilities used for the same work activity.
4. **Integration of Living and Working Space.** Areas within a live/work unit that are designated as living space shall be an integral part of the work-live unit and not separated (or occupied and/or rented separately) from the work space, except that mezzanines and lofts may be used as living space subject to compliance with the other provisions of this Division, and living and working space may be separated by interior courtyards or similar private space.

5. **Mixed Occupancy Buildings.** If a building contains mixed occupancies of live/work units and other nonresidential uses, occupancies other than live/work shall meet all applicable requirements for those uses, and proper occupancy separations shall be provided between the live/work units and other occupancies, as determined by the Buena Park Fire Chief or designee.
6. **Parking.** Each live/work unit shall meet off-street parking requirements as provided in Chapter 19.736.

C. Operating Requirements.

1. **Occupancy.** A live/work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
2. **Business License Required.** At least one (1) of the residents of a live/work unit shall be required to have a business license with the City of Buena Park.
3. **Sale or Rental of Portions of Unit.** No portion of a live/work unit may be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
4. **Notice to Occupants.** The owner or manager of any building containing live/work units shall provide written notice to all occupants and users that the surrounding area may be subject to levels of noise, dust, fumes, or other effects associated with commercial uses at higher levels than would be expected in strictly residential areas. State and federal health regulations notwithstanding, noise and other standards shall be those applicable to commercial properties in the applicable zone.
5. **Non-Resident Employees.** Up to two (2) persons who do not reside in the live/work unit may work in the unit unless this employment is prohibited or limited by the conditional use permit. The employment of three (3) or more persons who do not reside in the live/work unit may be permitted subject to conditional use permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live/work unit shall comply with all applicable Building Code, Occupational Safety and Health Administration (OSHA), and other state and federal regulations.

19.748.040 Outdoor Seating and Dining.

A. Incidental Use Only. With the exception of permitted use outdoor dining areas as provided for in Subsection F, below, outdoor dining areas must be incidental and accessory to the permitted eating establishment/restaurant.

B. Design. Outdoor dining areas shall be open on at least three (3) sides and open to the sky, with the exception that non-fixed umbrellas and awnings and canopies that accent the building are permitted. Side panels or any other accessories that enclose the outdoor dining area are prohibited.

C. Location.

1. The seating area shall not encroach into any required rear or side setback, parking and/or vehicular circulation area, required landscape areas, required paths of travel, or public rights-of-way.
2. Within any Mixed-Use zone, outdoor dining areas may be permitted within the required front setback area, consistent with the requirements of this Division.
3. The outdoor dining area must be located immediately adjacent to, abutting, and adjoining the establishment with which it is associated, and shall not extend beyond the building and/or storefront frontage and/or length of the tenant space of the associated primary establishment.

D. Maximum Allowable Square Footage. Outdoor dining shall not exceed 1,000 square feet for any individual establishment.

E. Delineation of Area. Any outdoor dining area serving a single business shall maintain a clearly marked perimeter and shall be separated from vehicular pathways and public sidewalks with low walls and/or landscape hedges a minimum of 2.5 feet in depth or 3.5 feet in height. Establishments that include the service or sale of alcoholic beverages are subject to additional requirements provided in Section 19.552.030.

19.748.050 Home Occupations

Refer to Section 19.448.060 for specific regulations on Home Occupations in mixed-use zones, which apply exclusively to non-live/work units.

19.748.060 Animal Keeping.

Refer to Section 19.348.050 for specific regulations on animal keeping in mixed-use zones.

19.748.070 Commercial Uses.

Refer to Chapter 19.552 (Special Requirements for Certain Uses) on specific regulations for commercial uses.

19.748.080 Emergency Shelters.

Refer to Section 19.448.090 on specific regulations for emergency shelters in mixed-use zones.

EXHIBIT B
Text Amendment C-25-1
New Text Shown in Underline
Deleted Text Shown in ~~Strikethrough~~

HOUSING INCENTIVE OVERLAYS









OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS

CITY COUNCIL ADOPTED
FEBRUARY 13, 2024

AMENDED
June 24, 2025

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ACKNOWLEDGEMENTS

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CHAPTER 1. INTRODUCTION

1.1 Purpose and Goals

Development and design standards regulate development intensity, style, massing, orientation, and open spaces. Objective design standards are measurable, verifiable, and quantifiable. They provide for a predictable and equitable path to development approvals ~~in an effort~~ to streamline and support consistent design in the community.

The City developed Objective Design and Development Standards (ODDS) to support and guide the development of housing within the City's six (6) Housing Incentive Overlays (HIO). As the state continues to experience a housing crisis, transparency and objectivity are both tools that can streamline and support the development of new housing. Additionally, the City must comply with state legislation, which requires jurisdictions to review new multi-family and mixed-use residential housing projects ministerially guided by Objective Design and Development Standards.

The goal of this document is to provide clear guidelines and standards for the design, construction, review, and approval of multi-family residential and mixed-use residential development in Buena Park. Through this document, Applicants, Developers, and City staff have a clear understanding of the City's minimum design expectations. Most of the ODDS are written as minimum standards for site and structure design but also offer recommendations and guidelines for quality and character. Projects must also comply with all applicable Building Code, Zoning Code and Fire Code requirements, and development standards.

1.2 Relationship to State and City Regulations

The following describes how the ODDS relate to and comply with State and City regulations:

General Plan. The General Plan's 2021-2029 Housing Element describes the City of Buena Park's goals of assisting in the provision of housing that meets the needs of economic segments of the community; providing suitable sites for housing development to accommodate a range of housing by type, size, location, price, and tenure; and mitigating any potential governmental constraints to housing production and affordability. A few of the Housing Element's Programs for guiding the development of affordable housing projects include providing Affordable Housing Incentives (Program 8), Adequate Sites to Accommodate the RHNA and No Net Loss (Program 11), By-Right Approval for Projects with 20% Affordable Units (Program 12), Special Needs Housing (Program 14), Streamline Entitlement and Permit Processing (Program 16), and adherence to these HIO Objective Design and Development Standards.

Zoning Ordinance. All development must comply with the regulations within the City's Zoning Ordinance. These Objective Design and Development Standards are applicable to new multifamily housing and mixed-use projects built on parcels within the City's Housing Incentive Overlays identified and described further in the City's Zoning Ordinance.

Residential Design Guidelines. Several of these Objective Design and Development Standards are adapted from the City's Residential Design Guidelines for multifamily residential development specific for lower intensity to higher intensity residential infill development.

1.2.1 Additional Documents

Development within the HIO's may be subject to additional regulations other than the ODDS detailed in this document. Because development projects throughout the City are unique by use, character, needs and geographic location, no single document or process can address all aspects of project design. Please refer to the below referenced documents for additional information and standards that may apply to specific or unique development contexts.

- General Plan
- Housing Element
- Buena Park Municipal Code
- Water Efficient Landscape Ordinance
- Parks and Recreation Master Plan
- Sewer Master Plan
- Complete Streets Master Plan

1.3 Target Audience for ODDS

Developers
This document will provide clear directions for renovation and new construction. The required checklist will serve as a tool for the property owner, the designer/developer, and staff during the review process; it will also clarify the aspects of quality design.

Property Owners
This document will give property owners a clear understanding of the design elements that are required for development projects. This document will work in conjunction with the General Plan and Zoning Ordinance and will provide a clear set of expectations and responsibilities.

City Staff
City staff will use the standards to assist applicants and their representatives with project processing. The document and checklist will serve as the basis for evaluating the quality of design in proposals.

Decision Makers
The document will provide a basis for the Planning Commission, City Council, Community and Economic Development Director, and other reviewing bodies to evaluate development project's quality of design.

1.4 How To Use This Document

This document includes the following:

Permitted Uses
There are two (2) permitted use tables in this document. 1) Mixed-Use projects and 2) Residential Only projects.

Development Standards
Development Standards have been divided into two (2) sets of standards. 1) Mixed-Use and Residential Only Projects and 2) Hotel/Motel Conversion projects.

Objective Design Standards
Objective design standards are comprised of five (5) topic areas. 1) Site Design, 2) Building Design, 3) Landscaping, 4) Lighting, and 5) Signage.

Architectural Styles
These apply based on the chosen architectural style for the proposed project. The defined architectural styles can be found as a separate document located on the Planning Division's webpage and includes both minimum design standards as well as recommended and optional design elements.

Checklist

The checklist is a separate document located on the Planning Division's webpage and provides a summary of all applicable standards based on location, project intensity, and architectural style. The checklist shall be used prior to submittal to ensure all required standards are met and understood by the Applicant.

1.5 User Guide

This user guide applies to each of the Housing Incentive Overlays, with the exception of the Hotel/Motel Conversion Overlay (HMCO). To apply the HMCO to the pre-selected site, see Section 3.2 (Development Standards) and Chapter 5 (Hotel/Motel Conversion Overlay) and Chapter 6 (Definitions).

Step 1: Identify the Housing Incentive Overlay

Determine if your site is located within an HIO (Section 2.2 HIO Map) and meets the minimum lot size requirements provided in Chapter 3. If your site does not meet the minimum lot size requirements, the site may be eligible for parcel aggregation. Contact the Planning Division for additional information.

Step 2: Review Section 1.6 Administration and Consultation with the Planning Division

It is recommended that the Applicant review Section 1.6 of this document to become familiar with the administration process. Following the review of Section 1.6, it is highly recommended that the prospective Applicant meet with Planning Staff to become familiar with the application and submittal requirements for a project prior to a formal submittal. Additionally, a pre-application process is required for all proposed projects. The pre-application allows the Applicant to receive Staff review from various departments prior to a formal submittal. Formal submittal will also include the signed checklist to be reviewed by Planning staff; approval will not be given or determined without a signed checklist.

Step 3: Review the Development Standards

Depending on which HIO your site is located on, you will review and apply the development standards provided in Chapter 3. Section 3.1 contains all of the development standards for mixed-use and multi-family developments.

Step 4: Determine the Permitted Uses

Select from the list of permitted uses provided in Section 2.3 (Permitted Uses). If your site is located within one of the three (3) Mixed-Use Overlays, you will refer to Section 2.3.1 of this document. If your site is located within a Multi-Family Overlay, you will refer to Section 2.3.2 of this document.

Step 5: Review the Objective Design Standards

The Objective Design Standards are comprised of five (5) topic areas:

1. Section 4.1 Site design
2. Section 4.2 Building design
3. Section 4.3 Landscaping
4. Section 4.4 Lighting
5. Section 4.5 Signage

Each of the standard Sections reference above begins with an intent statement, followed by specific standards applicable to that Section. The intent statements are provided to help the reader understand the overarching principles behind the standard requirements and do not serve as review criteria. The design standards provided in Chapter 4 clearly identify if the standard applies to residential only projects or mixed-use residential projects. If the standard does not specify if it applies to residential only projects or mixed-use residential projects, then the standard applies to both types of projects.

Step 6: Review the Architectural Styles Objective Design Standards (Separate Document)

The design and detailing of buildings are paramount to a quality environment, and the City is committed to authentic expressions of architectural style. Architectural design elements and materials shall be consistent throughout the project,

recognizing that a building is three-dimensional and must be well designed on all sides. Detailing, choice of materials, and window and door choices shall reinforce the overall project design. To provide guidance on architectural styles, the objective design standards located on the Planning Division's webpage, offer a menu of the most common architectural styles found in the area, including:

- Spanish Colonial Revival
- Craftsman
- American Traditional
- Farmhouse
- Tuscan
- Modern

Within each style description, various elements related to roof forms, windows, decorative details, and other topics are listed. The Architectural Style Objective Design Standards require certain elements, while other, decorative elements may be selected from a menu of options. To encourage variety in the design, proposed projects with more than eight (8) buildings must utilize more than one architectural style. However, styles may not be mixed within a single building.

Step 7: Review the Zoning Ordinance and Complete the ODDS Checklist

All development shall comply with the standards of the Buena Park Municipal Code, Title 19, Zoning, as well as, Title 8, Health, Safety, and Welfare, Title 15, Building and Construction Safety, and Title 16, Fire Safety.

A checklist of the Objective Design Standard requirements is located on the Planning Division's webpage as a separate document. This checklist should be filled out by the Applicant and reviewed by Staff to indicate whether the Applicant's project meets the requirements for ministerial review.

1.6 Administration

1.6.1 Purpose

The purpose of this Section is to facilitate the development and availability of housing affordable to a broad range of households with varying income levels within the City to meet current and future housing needs. The provision of affordable units within new residential developments will ensure that new affordable housing units are distributed throughout the City in order to provide economically diverse neighborhoods and avoid concentrated low-income housing. It is intended in part to implement state policy that declares that local governments have a responsibility to exercise their powers to facilitate the development of housing to adequately provide for the housing needs of all economic segments of the community, as stated in Government Code Section 65580. It is also intended to implement Program 16 of the Housing Element which calls for establishing objective design criteria to implement community design objectives while complying with State law requiring permit streamlining and housing accountability.

1.6.2 Applicability

These Objective Design and Development Standards apply to all residential and mixed-use developments within the Housing Incentive Overlays, as illustrated on **Figure 2.2-A (HIO Map)** and the Residential Site Inventory (Appendix C – Table B) of the 2021-2029 Housing Element ~~Update~~. The Housing Incentive Overlays shall have a minimum site area of 0.5 acres and accommodate at least sixteen (16) units on the site. Projects must also comply with all applicable building permit requirements, zoning code requirements, fire code requirements, subdivision requirements, and development standards as outlined and applicable at the time of the development application submittal.

A project that includes a request for an adjustment to objective zoning standards (variance, modification, exception, waiver, or similar requests), other than modifications granted as part of a density bonus concession or incentive pursuant to State Density Bonus Law, does not comply with objective zoning standards and will require a discretionary approval subject to

Section 19.128.020 of the Zoning Code. These Objective Design and Development Standards apply to projects that provide at the minimum percentage of affordable units as specified in Section 1.6.3(4)(b); additional concessions, waivers, or modifications beyond these standards require providing a greater percentage of affordable units in accordance with State Density Bonus Law.

1.6.3 Affordability Requirements

1. **Requirements.** All for-sale projects and rental projects shall either include the number of affordable units required under Subsection 4 or pay the in-lieu fee required under Subsection 1.6.4. No application for a rezoning, tentative map, parcel map, conditional use permit, design review, or building permit shall be approved, nor shall any such project be constructed or condominium conversion approved, without compliance with this article.

2. **Affordable Housing Agreement.** Pursuant to Government Code 65915, in accordance with this Section and as approved by the City Attorney, and recorded by the County Recorder, Applicants shall be required to enter into an Affordable Housing Agreement for a minimum period of 55 years for rental units and ~~equity sharing agreement for~~for a minimum period of 45 years for-sale units. The grant deed from Developer to any such proposed purchaser of an Affordable Unit shall restrict the use of the Affordable Unit to owner-occupancy and shall restrict subsequent resales of the Affordable Unit to households meeting the applicable affordability requirements, at an Affordable Sales Price, who agree to occupy the Affordable Unit as their principal place of residence. This restriction shall continue to apply until the forty-fifth (45th) anniversary of the date that the Affordable Unit is initially conveyed by Developer to an eligible purchaser.

3. **Exemptions.** Subsection (1) of this Section shall not apply to accessory dwelling units.

4. **Requirements – For Sale and Rental Projects.** The required number of affordable units in a for-sale or rental project shall depend upon the total number of dwelling units in the project and the type of affordable units being included (i.e., whether they are made affordable to moderate-income, low-income or very low-income households). The Developer of the project may choose which type of affordable units to include. A project must include at least one (1) of the following in order to develop a project at the maximum density permissible within the Overlay. Additional density pursuant to the Sate Density Bonus law may be permissible.

    a. Housing is considered affordable when it requires 30 percent or less of the household's income. The 30 percent includes rent or mortgage payment, utilities, taxes, and insurance. The California Health and Safety Code §50052.5 and §50053 provide guidelines for estimating affordable housing costs for different income groups and tenure types. The affordable housing cost guidelines include the following:

        i. Extremely Low: 0%-30% AMI
        ii. Very Low: 31%-50% AMI
        iii. Low: 51%-80% AMI
        iv. Moderate: 81%-120% AMI

        "AMI" stands for "Area Median Income," which is a statistic published annually by the U.S. Department of Housing and Urban Development (HUD). It represents the midpoint of a region's income distribution—half of the households in the region earn more than the median and half earn less. Housing programs use AMI to determine eligibility for affordable housing.

    b. The Developer of a for-sale/ownership or rental project shall provide a percentage of the proposed housing units as deed-restricted affordable housing according to one (1) of the following:

        i. **Very Low-Income Units:** At least 8% of the proposed housing units are restricted to very-low-income residents.

        ii. **Low-Income Units:** At least 20% of housing units are restricted to low-income residents.

        iii. **Moderate-Income Units:** At least 40% of housing units are restricted to moderate-income residents.

iv. **Blended Target Income Levels:** The developer may request that the project include affordable units that are targeted to a mix of income levels (moderate, low and very-low), as long as at least 20% of housing units are restricted to low-income residents. The final decision regarding the blended target income levels shall be made by the Community and Economic Development Director.

5. **Fractional Units.** When the application of the percentages specified above results in a number that includes a fraction, the fraction shall be rounded up to the next whole number if the fraction is 0.5 or above. If the result includes a fraction less than 0.5 the developer shall have the option of rounding up to the next whole number and providing the affordable unit on site or paying a fee in lieu of providing an additional affordable unit. The in-lieu fee shall be calculated in accordance with Section 1.6.4.

6. **Unit Mix.** The unit mix (i.e., the number of bedrooms per unit) of the affordable units shall be in roughly the same proportion as the unit mix of the market rate units. For example, if a project has ten (10) two (2) bedroom units and twenty (20) one (1) bedroom units and is required to include three (3) affordable units, then the affordable units must consist of one (1) two (2) bedroom unit and two (2) one (1) bedroom units. If only one (1) affordable unit is required and the other units in the project have various numbers of bedrooms, the developer may select the number of bedrooms for that unit. If affordable units cannot mathematically be exactly proportioned in accordance with the market rate units, the unit mix shall be determined by the Community and Economic Development Director.

7. **Location of Affordable Units.** All affordable units shall be built on the same site as the remainder of the project and distributed throughout the project.

1.6.4 Affordable Housing In-Lieu Fees

1. As provided in Section 1.6.3 (Affordability Requirements), a per-dwelling unit fee may be paid in-lieu of providing up to 25% of the required affordable units in either a for-sale/ownership or rental project.

2. For residential development projects constructed in phases, the in-lieu fees shall be paid prior to issuance of each building permit in the proportion that the phase contributes to the overall residential development project.

3. The City Council shall, from time to time, adopt a resolution setting forth the amount of the in-lieu fees.

1.6.5 Applications

1. **Affordable Housing Agreement Required**.

2. **Applications**. Applications for residential development projects shall include the following applications and plans for the project:

    a. **Preliminary Application Form** pursuant to SB 330.
    b. Housing Incentive Overlays Objective Design Standards Checklist.
    c. Form 7460-1 Notice of Proposed Construction or Alteration with the Federal Aviation Administration and provide a copy of the FAA determination to the City and ALUC, if applicable to buildings or structures that penetrate the Notification Surface for FMA or JFTB Los Alamitos.
    d. Project Site Plan.
    e. Project Elevation Plans.
    f. Conceptual Landscape Plans.
    g. Utility Plans.
    h. Demolition Plan, if applicable.
    i. Roof Plan.
    j. ALTA Survey.
    k. Title Report.
    l. Agent Authorization Form.

m. Preliminary Grading Plan.
n. Vehicles Miles Traveled (VMT)/Traffic Analysis.
o. Approved Preliminary Water Quality Management Plan, if applicable
p. Project Phasing Plan, if applicable.

1.6.6 Procedures

1. Applications are required to be submitted to the Planning Department for ministerial processing and must include an application packet and design plans. Only sites within the Housing Incentive Overlays **Figure 2.2-A (Housing Incentives Overlay Map)** and **Figure 2.2-B (Zoning Map)** are qualified by-right residential only or mixed-use development and can submit an application to the Planning Department for ministerial review.

2. For properties outside of the HIO boundary, a rezone of the parcel(s) to add ~~it to~~ the HIO may be permitted subject to the procedures for Zone Changes specified in Chapter 19.124 of the Buena Park Municipal Code ~~City Council approval prior to submitting an application to the Planning Department~~.

3. Projects will be processed administratively by staff and reviewed for conformance with these Objective Design Standards. If determined by staff upon review of the application materials that the project conforms with all applicable objective design standards, the Applicant may proceed with submitting a building application/plans for the project.

4. If a project does not meet one (1) or more of the Objective Design Review standards, the Applicant can amend their application to comply, or when appropriate, the Community and Economic Development Director shall administratively approve no more than three (3) adjustments (e.g., when the Applicant can demonstrate that site design/layout would be improved or that there is a constraint that would make complying with a standard infeasible given site layout, etc.) from the objective design standards.

5. For deviations not deemed minor by the Community and Economic Development Director, the Applicant can request a public hearing before the Zoning Administrator for design review approval. The project will still be reviewed for conformance with the HIO Objective Design Standards by the Community and Economic Development Director while taking into consideration whether the deviation(s) from the standards is appropriate. Regarding compliance with the California Environmental Quality Act (CEQA), a project on a qualified site may be exempt from CEQA unless there are irregular circumstances that would create a new impact not already identified and mitigated as part of the Environmental analysis. Other environmental analysis shall be consistent with Section 1.7 of this Chapter.

6. A Focused EIR (FEIR) ~~will be~~was prepared to more fully analyze potentially significant impacts to Air Quality and Green House Gas resulting from the adoption of the HIO. Once ~~the FEIR is~~ certified by the City Council, all future residential or mixed-use residential development projects within the HIO will be reviewed to determine the most appropriate CEQA analysis required. This includes either a Categorical Exemption (CE); a Negative Declaration or a Mitigated Negative Declaration; or an EIR. Residential or mixed-use residential projects proposed on HIO sites prior to completion of the FEIR, will be required to complete a stand-alone CEQA analysis specific to the project proposed.

7. In the event an Applicant amends an approved application and site plan to relocate a previously approved building on the proposed lot, the Applicant shall obtain approval from the Community and Economic Development Director. In the event an Applicant amends an approved application and site plan to relocate a previously approved building on the proposed lot and proposes a new building with parking or amenities, the Applicant shall obtain approval from the Zoning Administrator. Any new proposed building or modifications to the approved application and site plan shall not exceed 10,000 square feet of new building square footage. New proposed building(s) or modifications to the approved application exceeding 10,000 square feet of new building square footage, shall require Site Plan approval from the Planning Commission.

1.6.7 Minor Deviations to Standards

1. Minor deviations from certain development and/or design standards may be allowed for specific situations or circumstances. The Planning Division may grant an Adjustment for only the standards identified in Chapter 3 (Development Standards).

2. Minor Deviation requests shall be accompanied by a written request by the Applicant explaining the need for the deviation and identifying all existing site conditions or features that prevent compliance with the standard.

3. If the minor deviation request is for a reduction in the required number of parking spaces, the Applicant shall submit a parking demand analysis prepared by a qualified professional as determined by the Community and Economic Development Director.

4. A Minor Deviation determination may be appealed following the appeals procedure identified in Section 19.128.080 (Adjustments) of the Zoning Code.

5. For the Minor Deviation to be granted both of the following findings are required:

    a. Site conditions prevent compliance with the standard, including the configuration of the lot, topography, existing natural features, existing buildings/structures, or utility infrastructure.
    b. The project shall be developed with the intent of each of the objective design standards to the greatest extent possible.

6. If an application requires one or more discretionary approvals, a Minor Deviation related to the project shall be submitted, reviewed, ~~heard,~~ and acted upon concurrently by the highest applicable Review Authority.

7. Refer to Chapter 3 (Development Standards) for applicable adjustments to the development standards.

1.6.8 Streamlined Approval Process

This document hereby adopts California Government Code Section 65913.4 (Housing Development Approvals) by reference. Where this document is silent or conflicts with State law, State law shall prevail.

1.7 ~~Mitigation Measures~~Impact Reduction Strategies

All proposed multi-family and mixed-use housing developments within the Housing Incentive Overlays shall be subject to the following objective standard protocols for ~~mitigation, monitoring, and reporting~~Impact Reduction Strategies as necessary to avoid a significant impact to the environment in accordance with applicable State and Federal laws. The project applicant or developer is responsible for securing the services of a qualified environmental consultant to ensure compliance with the specified criteria and demonstrating adherence to the required ~~mitigation measures~~Impact Reduction Strategies.

1.7.1 Air Quality/Greenhouse Gas Policies

~~Mitigation Measure~~Impact Reduction Strategy – AQ1 Construction Related Impacts
Prior to issuance of grading permits, project Applicants shall prepare and submit a technical assessment evaluating potential project construction-related air quality impacts (regional and localized) to the City for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology for assessing air quality impacts. If construction-related criteria air pollutants are determined to have the potential to exceed the SCAQMD's adopted thresholds of significance, the Applicants shall incorporate all feasible ~~mitigation measures~~Impact Reduction Strategies to reduce air pollutant emissions during construction activities to below applicable significance thresholds. These identified ~~measures~~ strategies shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted and verified by the City. Impact Reduction Strategies ~~Mitigation measures~~ to reduce construction-related emissions could include, but are not limited to:

- Require construction equipment that meets or exceeds CARB Certified Tier 3 or Tier 4 engine standards.
- Limit the idling time of diesel off-road construction equipment to no more than five (5) minutes.
- Require the use of "Super-Compliant" low VOC paints which have been reformulated to exceed the regulatory VOC limits put forth by SCAQMD's Rule 1113. Super-Compliant low VOC paints shall be no more than 10g/L of VOC. Alternatively, projects may utilize building materials that do not require the use of architectural coatings.
- The Construction Contractor shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site, if available rather than electrical generators powered by internal combustion engines.
- The Construction Contractor shall require the use of alternative fueled, engine retrofit technology, after-treatment products (e.g., diesel oxidation catalysts, diesel particulate filters), and/or other options as they become available, including all off-road and portable diesel-powered equipment.
- The Construction Contractor shall require that construction equipment be maintained in good operation condition to reduce emissions. The Construction Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specification. Maintenance records shall be available at the construction site for City verification.

Impact Reduction Strategy ~~Mitigation Measure~~ – AQ2 Operational Related Impacts

Prior to issuance of a grading permit, project applicants shall prepare and submit a technical assessment evaluating potential project operational air quality impacts (regional and localized) to the City for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology in assessing air quality impacts. If operation-related air pollutants are determined to have the potential to exceed the SCAQMD's adopted thresholds of significance, the City shall require applicants to incorporate all feasible Impact Reduction Strategies ~~mitigation measures~~ to reduce air pollutant emissions during operational activities to below the applicable significance thresholds. The identified ~~measures~~ strategies shall be included in construction plans. Impact Reduction Strategies ~~Mitigation measures~~ to reduce operational emissions could include, but are not limited to the following:

- Increase in insulation such that heat transfer and thermal bridging is minimized;
- Limit air leakage through the structure and/or within the heating and cooling distribution system;
- Use of energy-efficient space heating and cooling equipment;
- Installation of electrical hook-ups at loading dock areas;
- Installation of dual-paned or other energy efficient windows;
- Use of interior and exterior energy efficient lighting that exceeds then incumbent California Title 24 Energy Efficiency performance standards;
- Installation of automatic devices to turn off lights where they are not needed;
- Application of a paint and surface color palette that emphasizes light and off-white colors that reflect heat away from buildings;
- Design of buildings with "cool roofs" using products certified by the Cool Roof Rating Council, and/or exposed roof surfaces using light and off-white colors;
- Design of buildings to accommodate photo-voltaic solar electricity systems or the installation of photo-voltaic solar electricity systems;
- Installation of ENERGY STAR-qualified energy-efficient appliances, heating and cooling systems, office equipment, and/or lighting products.
- Landscaping palette emphasizing drought tolerant plants;
- Use of water-efficient irrigation techniques;
- U.S. EPA Certified WaterSense labeled or equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- Applications for residential development projects within 1,000 feet of a major sources of Toxic Air Contaminants (TAC) (e.g., warehouses, industrial areas, freeways, roadways, and rail lines with traffic volumes over 10,000 vehicle per day), as measured from the property line of the project to the property line of the source/edge of the nearest travel lane, shall submit a health risk assessment (HRA) to the City. The HRA shall be prepared in accordance with policies and procedures of CEQA and the SCAQMD. If the HRA shows that the incremental cancer risk exceeds ten in one million (10E-06), PM10 concentrations exceed 2.5 microgram per cubic meter (µg/m3), PM2.5 concentrations exceed 2.5 µg/m3, or the appropriate noncancer hazard index exceeds 1.0, the applicant will be required to identify

and demonstrate that Impact Reduction Strategies ~~mitigation measures~~ are capable of reducing potential cancer and non-cancer risks to an acceptable level (i.e., below ten in one million or a hazard index of 1.0), including appropriate enforcement mechanisms. Measures to reduce risk may include but are not limited to:

- Air intakes located away from high volume roadways and/or truck loading zones.
- Heating, ventilation, and air conditioning systems of the buildings provided with appropriately sized maximum efficiency rating value (MERV) filters (e.g., MERV 13 or better).

Impact Reduction Strategy ~~Mitigation Measure~~ AQ - 3 MERV 13 Filters

All residential projects shall be required to install air filtration systems with efficiencies equal to or exceeding a Minimum Efficiency Reporting Value (MERV) 13 as defined by the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2.1.

Impact Reduction Strategy ~~Mitigation Measure~~ AQ - 4 Health Risk Assessment

A site-specific HRA may be required for project sites located nearer than 450 feet from the ~~traveled roadway of~~ I-5 or CA-91 freeway right-of-way or for projects not requiring the installation of MERV 13 or better air filtration systems.

1.7.2 Biological Resources

Impact Reduction Strategy ~~Mitigation Measures~~ BIO-1 Pre-construction Nesting Bird Surveys

If it is not feasible to avoid the nesting bird season (typically January through July for raptors and February through August for other avian species), a qualified biologist shall conduct a pre-construction nesting bird survey for avian species to determine the presence/absence, location, and status of any active nests on or directly adjacent to the Project Site. If active nests are located, the extent of the survey buffer area surrounding the nest should be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the MBTA and the CFGC, the nesting bird survey shall occur no earlier than 15 days prior to the commencement of any construction including demolition activities.

In the event that active nests are discovered, a suitable buffer (distance to be determined by the biologist) shall be established around such active nests, and no construction within the buffer is allowed, until the biologist has determined that the nest(s) is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest).

1.7.3 Cultural Resources

Impact Reduction Strategy ~~Mitigation Measure~~ CUL-1 Inadvertent Archaeological Discovery

If previously unidentified cultural materials are unearthed during construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify the Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Impact Reduction Strategy ~~Mitigation Measures~~ CUL-2 Structures Greater than 50 years Old

Where development would involve the alteration or demolition of a structure greater than 50 years old, a historic evaluation by a Secretary of Interior's Standards for Architectural Historian or Historic Architect shall be provided to determine if the resource meets the definition of a Historic Resource as defined in CEQA Guidelines Section 15064.5. If the structure is determined to be a Historic Resource, any proposed alteration shall follow ~~mitigation~~ strategy guidelines contained in CEQA Guidelines Section 15126.4(b). ~~Mitigation~~ Strategy standards may include, but are not limited to avoidance and preservation, conducting alterations in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (including as applicable, standards for Preservation, Rehabilitation, Restoration and Reconstruction), and documenting resources. The approach to comply with these standards shall be prepared by an Architectural Historian or Historic Architect and provided to the City. Demolition and/or significant diminution of designated historic landmarks shall be prohibited.

Impact Reduction Strategy ~~Mitigation Measure~~ CUL-3 Archaeological Resource Avoidance

Development shall be sited and designed to avoid adverse impacts to important archaeological resources to the maximum extent feasible. If there is no feasible alternative that can avoid impacts to important or unique archaeological resources, then the alternative that would result in the least adverse impacts to important or unique archaeological resources that would not result in additional adverse impacts to other resources shall be required.

1.7.4 Geological Resources

Impact Reduction Strategy ~~Mitigation Measure~~ GEO-1 Geotechnical Investigation

Prior to issuance of a Grading Permit or Building Permit, a registered geotechnical engineer shall prepare a site-specific Geotechnical Investigation, which shall be submitted to the City Building and Safety Division for review and approval. Development projects shall incorporate the applicable recommendations provided in the project specific Geotechnical Investigation and other such measure(s) the City deems necessary. The report shall recommend pavement structural section of proposed streets and parking lots. If a WQMP is required, the report shall test and analyze soil conditions for LID (Low Impact Development) requirements, and the implementation of water quality for storm water runoff, including potential infiltration alternatives, soil compaction, saturation, permeability and ground water levels per the County of Orange Technical Guidance Document.

Impact Reduction Strategy ~~Mitigation Measure~~ GEO-2 Inadvertent Paleontological Discovery

In the event that paleontological resources are discovered during ground disturbing activities, a qualified paleontologist shall document the discovery as appropriate, evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5.

1.7.5 Hazards and Hazardous Materials

Impact Reduction Strategy ~~Mitigation Measure~~ HAZ-1 Phase I Environmental Site Assessment (ESA)

Prior to issuance of a Grading Permit, a Phase I Environmental Site Assessment shall be prepared in accordance with ASTM Standards and Standards and Practices for AAI, in order to investigate the potential existence of site contamination. Any site-specific uses shall be analyzed according to the Phase I Environmental Site Assessment (i.e., auto service stations, agricultural lands, etc.). The Phase I Environmental Site Assessment shall identify Specific Recognized Environmental Conditions (RECs) (i.e., asbestos containing materials, lead- based paints, polychlorinated biphenyls, etc.), which may require remedial activities prior to construction. Development projects shall incorporate the applicable recommendations provided in the project specific Phase I ESA and other such measure(s) the City deems necessary.

Impact Reduction Strategy ~~Mitigation Measure~~ HAZ-2 Asbestos Containing Materials and Lead Based Paint

Prior to structural demolition/renovation activities, should these activities occur, a Certified Environmental Professional shall confirm the presence or absence of ACM's and LBPs. Should ACMs or LBPs be present, demolition materials containing ACMs and/or LBPs shall be removed and disposed of at an appropriate permitted facility.

1.7.6 Noise

Impact Reduction Strategy ~~Mitigation Measure~~ NOI-1 Construction Equipment Related Impacts

- Construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards, and all stationary construction equipment shall be placed so that emitted noise is directed away from the noise-sensitive use nearest the construction activity.
- The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receiver nearest to the construction activity.
- The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. The contractor shall design delivery routes to minimize the exposure of sensitive land uses to delivery truck noise.

Impact Reduction Strategy ~~Mitigation Measure~~ NOI-2 Noise Assessment within 50 feet of Sensitive Receptor

Prior to issuance of any construction permits, applicants for individual projects that are within 50 feet of a sensitive receptor, shall prepare and submit a study to evaluate potential operational-related stationary source noise impacts to the Planning Department. The noise report shall be prepared by an acoustical engineer using the ISO 9613-2 protocol in the CadnaA (Computer Aided Noise Abatement) computer program. If the study determines a potential exceedance of the City's thresholds (55 dBA Leq daytime, or 50 dBA Leq nighttime), measures shall be identified that ensure noise levels are reduced to below the thresholds. Identified measures shall be included on all construction and building documents and submitted for verification to the Planning Department.

Impact Reduction Strategy ~~Mitigation Measure~~ NOI-3 Vibration Assessment within 25 Feet of Sensitive Receptor

Prior to issuance of any construction permits, applicants for individual projects that involve vibration-intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers, within 25 feet of sensitive receptors (e.g., residences and fragile structures), shall prepare and submit to the Planning Department a study to evaluate potential construction-related vibration impacts. The vibration assessment shall be prepared by an acoustical engineer and be based on recognized vibration-induced architectural damage criterion. If the study determines a potential exceedance of the thresholds, measures shall be identified that ensure vibration levels are reduced to below the thresholds. Identified measures shall be included on all construction and building documents and submitted for verification to the Planning Department.

1.7.7 Traffic

Impact Reduction Strategy ~~Mitigation Measure~~ TRAF-1 Traffic Memorandum

Project Applicants shall demonstrate that the proposed project will not adversely impact vehicle traffic on streets within the vicinity of the site by submitting a report demonstrating consistency with the City's most recent Traffic Impact Analysis Guidelines for Vehicles Miles Traveled (VMT) and Level of Service (LOS) assessment. If projects are consistent with the analysis, a Traffic Impact Study may not be required. If a proposed project exceeds what was analyzed in the City's most recent traffic analysis, a site-specific Traffic Impact Analysis may be required.

1.7.8 Tribal Cultural Resources

Impact Reduction Strategy ~~Mitigation Measure~~ TCR-1 Tribal Consultation

Upon receipt of a project application, the City shall request consultation regarding the proposed development with any California Native American Tribe that is traditionally and culturally affiliated with the geographic area, as described in Section 21080.3.1 of the Public Resources Code, and contact the Native American Heritage Commission for assistance in identifying any California Native American Tribe. The City shall provide formal notice for each Tribe traditionally and culturally affiliated with the geographic area of the project site including the location and a description of the proposed development, and an invitation to engage in scoping consultation. The local government shall request that each tribe notify the City if it accepts the invitation to engage in consultation within 30 days, unless additional time is requested.

The local government must initiate consultation within 30 calendar days of a Tribe's acceptance of the invitation to engage in consultation. Consultation occurs between the City and the tribe(s) and must comply with the confidentiality requirements. Tribal consultation concludes either 1) upon documentation of an enforceable agreement regarding the treatment of tribal resources at the project site (Government Code §65913.4(b)(2)(D)(i)), or 2) one or more parties to the consultation, acting in good faith and after a reasonable effort, conclude that a mutual agreement cannot be achieved (Government Code §65913.4(b)(2)(D)(ii)). Tribal consultation was completed during the preparation of FEIR. However, until the FEIR is adopted, tribal consultation will be required for projects conducting separate CEQA analysis. Following the certification of the FEIR, no further tribal consultation shall be required.

1.7.9 Water Quality and Hydrology

Impact Reduction Strategy ~~Mitigation Measure~~ WQH-1 Water Quality Management Plan (WQMP)

Prior to issuance of grading or building permits, the applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the structural and non-structural measures; detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates can be located on the City's website.

Impact Reduction Strategy ~~Mitigation Measure~~ WQH-2 Waste Discharge Identification

Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.

1.7.10 RESERVED

1.7.11 RESERVED

CHAPTER 2. OVERLAYS AND USES

2.1 Housing Incentive Overlays Overview

The Housing Incentive Overlays (HIO) are comprised of six (6) housing Overlays. These Overlays include: **Mixed-Use Overlay-45, Mixed-Use Overlay-60, Mixed-Use Overlay-100, Housing Opportunities Overlay, Religious Congregational and Fraternal Overlay,** and **Hotel/Motel Conversion Overlay.** The Mixed-Use Housing Incentive Overlays focus on mixed-use, walkable and vibrant environments and range in function and intensity from primarily residential areas with a mix of lower intensity building types (MUO45, Mixed-Use Overlay-45), to moderate intensity neighborhoods (MUO60, Mixed-Use Overlay-60), to higher intensity neighborhoods (MUO100, Mixed-Use Overlay-100). The Housing Opportunities Overlay provides for higher density multi-family housing. The Religious Congregational and Fraternal Overlay allows faith-based organizations to build housing on sites owned by religious and faith-based institutions. The Hotel/Motel Conversion Overlay allows for the conversion of identified hotels/motels into interim or permanent supportive housing for veterans, individuals or families with special needs, and those formerly homeless. The MUO45, MUO60, MUO100, HOO, and RCFO shall provide at least 16 units on the site, as stipulated in Program 11 (Adequate Sites to Accommodate RHNA and Monitoring of No Net Loss) of the 2021-2029 Housing Element. A commercial component is required along at least 50%of the building frontage of proposed development that has a frontage on a Major and Primary highway identified in the General Plan Buildout Circulation Plan (Exhibit M-9) of the City's adopted General Plan. The FEIR analyzed a total of 10,322 units. If the number of units exceeds this total, separate CEQA analysis will be required.

HOUSING INCENTIVE OVERLAY	ILLUSTRATION
Mixed-Use Overlay – 45 (MUO45) **Intent:** A walkable neighborhood environment with small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail, food, and services. **Density:** Minimum 16 - up to 45 dwelling units per net acre (du/ac) **Intensity:** 1.5 floor area ratio (FAR) **Height:** Up to 5 stories or 55 feet in height	
Mixed-Use Overlay – 60 (MUO60) **Intent:** A walkable neighborhood environment with a medium footprint, high-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail, food, and services. **Density:** Minimum 16 - up to 60 dwelling units per net acre (du/ac) **Intensity:** 1.0 floor area ratio (FAR) **Height:** Up to 7 stories or 75 feet in height	

HOUSING INCENTIVE OVERLAY	ILLUSTRATION

Mixed-Use Overlay – 100 (MUO100)

Intent: A walkable neighborhood environment with a large footprint, very high-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail, food, and services.

Density: Minimum 16 - up to 100 dwelling units per net acre (du/ac)

Intensity: 1.75 floor area ratio (FAR)

Height: Up to 9 stories or 95 feet in height



Housing Opportunity Overlay (HOO)

Intent: Facilitates higher-intensity affordable multi-family housing and aims to address the need for increased affordable housing options on sites already zoned for multi-family uses.

Density: Minimum 16 - up to 50 dwelling units per net acre (du/ac)

Height: Up to 5 stories or 55 feet in height



Religious Congregational and Fraternal Sites Overlay (RCFO)

Intent: Provides low-to-moderate intensity housing choices on sites owned by faith-based institutions.

Density: Minimum 16 - up to 40 dwelling units per net acre (du/ac)

Height: Up to 5 stories or 55 feet in height



Hotel/Motel Conversion Overlay (HMCO)

Intent: Facilitate the conversion of existing transient residential structures, such as hotels and motels, into permanent multi-family housing for lower-income households by establishing a regulatory framework for review of the location, configuration, design, and compatibility of the proposed use with surrounding uses and to ensure the suitability of the site for the proposed converted use as well as a high level of livability for residents.



**The images provided in this Section are for illustrative purposes only.*

2.2 Housing Incentive Overlays Map

The Overlays established by this Section are mapped on **Figure 2.2-A (Housing Incentives Overlay Map)** and **Figure 2.2-B (Zoning Map).** If the Overlay no longer applies to a site, **Figure 2.2-A** and **Figure 2.2-B** shall be updated to reflect such changes.

Figure 2.2-A. Housing Incentives Overlay (HIO) Map

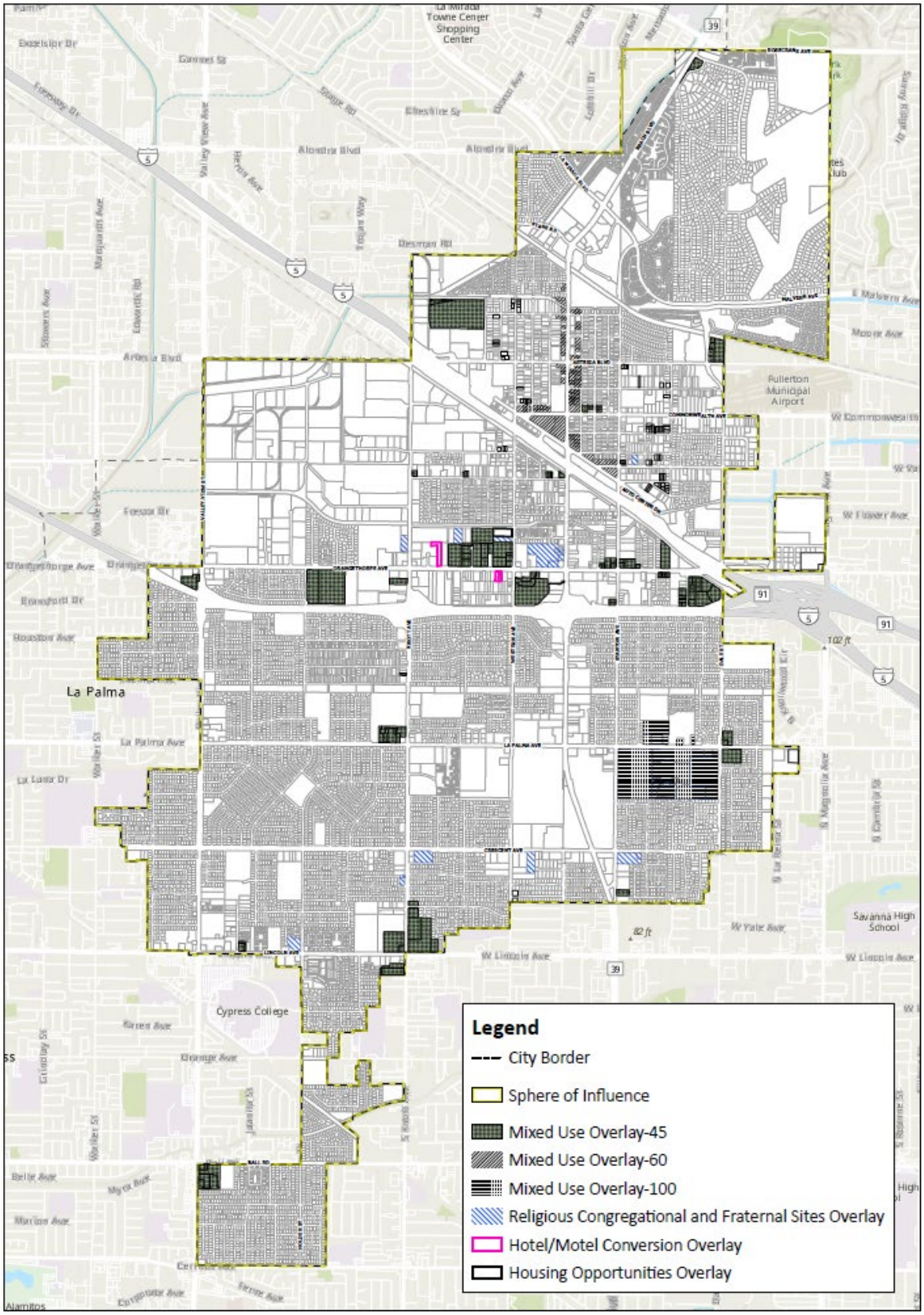
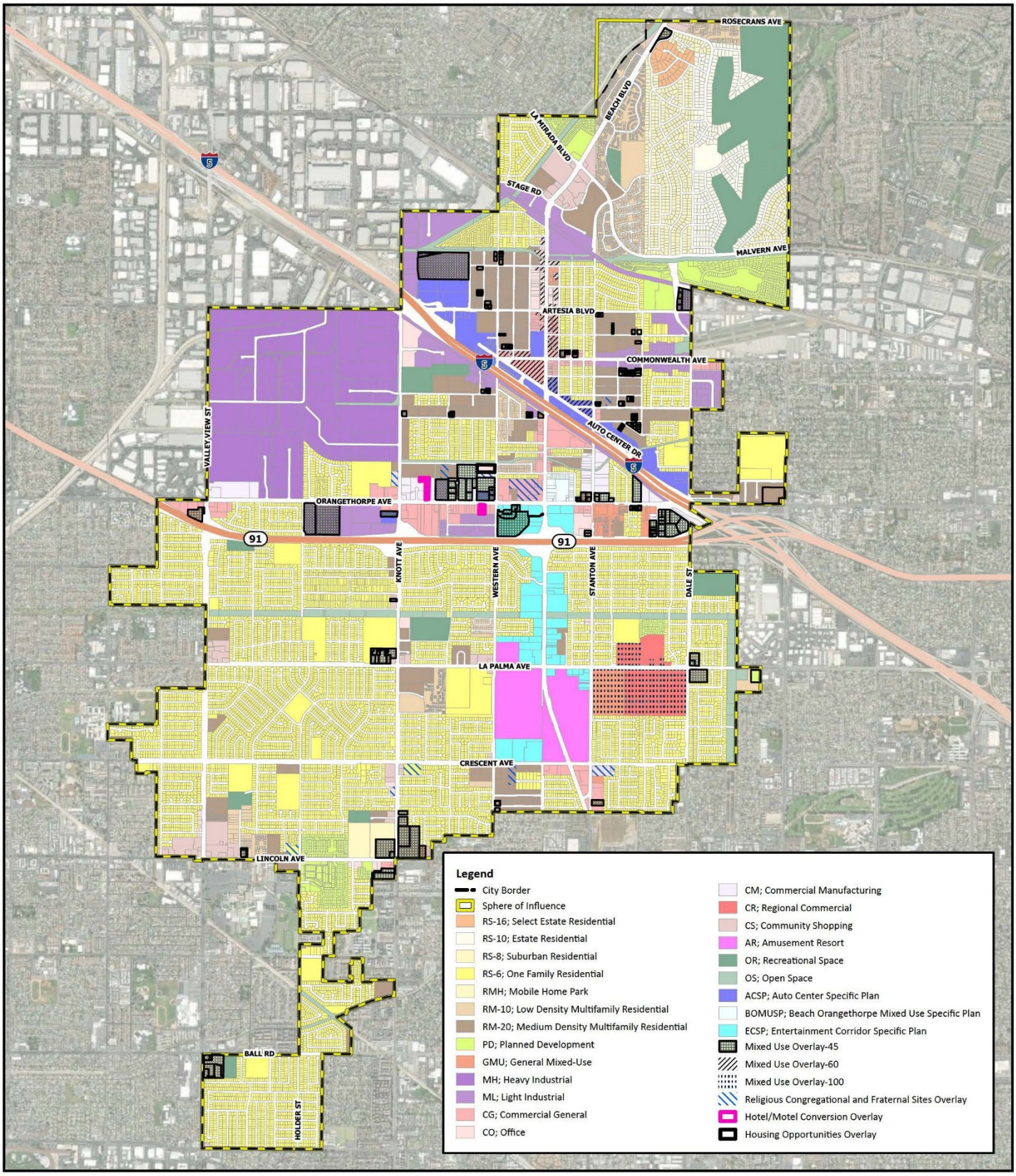


Figure 2.2-B. Zoning Map



2.3 Permitted Uses

This Section contains two (2) Permitted Use Tables; 1) Mixed-Use Overlays (Mixed-Use Overlay-45, Mixed-Use Overlay-60, and Mixed-Use Overlay-100), and 2) Multi-Family Residential Overlays (Housing Opportunities Overlay and Religious Congregational and Fraternal Sites Overlay). This Section does not contain any information pertaining to the permitted uses for the Hotel/Motel Conversion Overlay (HMCO). All objective development standards and design standards are located in Chapter 5 for the HMCO.

2.3.1 Mixed-Use Overlays Permitted Uses (MUO-45, MUO-60, MUO-100)

The three (3) Mixed-Use Overlays below emphasize residential uses and only allow a limited number of compatible services, amenities and commercial uses. The Mixed-Use Overlays are intended to accommodate a variety of affordable housing types, in a primarily residential setting supported by neighborhood-serving commercial. **Table 2.3.1 (Permitted Use Table)** identifies the uses permitted; the uses that are not permitted; and the uses subject to specific standards. Uses not listed in the table below are not permitted. The listed non-residential uses are only permissible when in conjunction with residential uses.

*Note: The Zoning Administrator shall have the authority to grant Conditional Use Permits (CUP), which may be subject to appeal to the City Council. A CUP shall be denied if affirmative findings based on the criteria in Section 19.128.020, Subsection E, are not made or conditions cannot be imposed to adequately mitigate any adverse impacts of the use.

Table 2.3.1 - Permitted Use Table (Mixed-Use Overlays)

Key:	"P" Permitted Use	"C" Conditional Use Permit	"I" Incidental	"-" Not Permitted	"*" Use Specification

Use	MUO45	MUO60	MUO100	Use Standard	Specification
Residential Uses					
Household Living: uses characterized by residential occupancy of a dwelling unit that functions as a single household.					
Dwelling, multi-family	P	P	P		
Live/Work Development	P*	P*	P*	Special use program	See Section 19.748.030
Home Day Care Facility	P*	P*	P*	In conjunction with;	Dwelling
				Permit required;	Home Occupation Permit (See Section 19.448.040)
Supportive Housing	P*	P*	P*	Restricted affordability	100%
Transitional Housing	P	P	P		
Group Living: uses characterized by residential occupancy by a group of persons who do not constitute a household.					
Emergency Shelter	P*	P*	P*	Special use program	See Section 19.448.070
Group Home	P*	P*	P*	Special use program	See BPMC Chapter 5.70
Public, Institutional, and Community Uses					
Community, Cultural, and Educational Facilities: uses generally of a public, quasi-public, nonprofit, or charitable nature providing a local service (e.g., cultural, educational, recreational, counseling, training, religious) directly to people of the community.					
Club, Service Organization, or Community Center	I*	I*	P*	Use separation	Residential; 100 ft.
				Size of facility (max.)	1,000 sq. ft.
				Hours or Operation	7:00AM to 10:00PM
				Upper story location	Prohibited
Community Garden	I*	I*	I*	Accessory use to;	Dwelling
				Size (max.)	20,000 square feet
				Location	Setback at least 5 ft. from all property lines.
Family Day Care Center	I*	I*	P*	Persons in care (max.)	14
Indoor Fitness and Sports Facility, Large	C*	C*	C*	Size of facility (max.)	6,500 sq. ft.
				Location	Ground floor only
				Hours of operation	6:00AM to 10:00PM
Indoor Fitness and Sports Facility, Small	P*	P*	P*	Size of facility (max.)	3,000 sq. ft.
				Location	Ground floor only or accessory structure
				Hours of operation	6:00AM to 10:00PM
Library/Museum/Cultural Facility	C	C	C		

Outdoor Recreation Area	P*	P*	P*	Size of facility (max.)	10,000 sq. ft.
				Upper story location	Prohibited
Public Park/Open Space	P	P	P		
Public Safety Facility	P*	P*	P*	Government owned	Required
Public Security Center	P*	P*	P*	Accessory to;	Commercial or residential use
Religious Assembly	P	P	P		
Schools, Specialized Education and Training/ Studio	C	C	C		
Tutoring Center, Small	P*	P*	P*	Accessory to;	Another allowed use.
				Size of facility (max.)	15,000 square feet
Health Care: uses providing health care services, including surgical or other intensive care and treatment, various types of medical treatment, and nursing care.					
Alcoholic Treatment Center	C	C	C		
Adult Day Care	P*	P*	P*	Persons in care (max.)	14
Independent Living Facility	C	C	C		
Medical or dental laboratory	P*	P*	P*	Incidental to;	Medical/dental clinic
Medical or dental clinic	P*	P*	P*	In conjunction with;	Multi-tenant building
Pharmacy	P	P	P		
Optician	P	P	P		
Transportation: uses associated with parking facilities.					
Carport	P*	P*	P*	Accessory to;	Dwelling
Parking Lot	P*	P*	P*	Accessory to;	Dwelling
Parking Structure	P*	P*	P*	Accessory to;	Dwelling
Utilities: uses associated with infrastructure necessary for the provision of services such as water, sewer, power, or communications. Excludes off-site transmission lines, pipes, or other systems for conveying and transmitting services within utility easements.					
Minor utilities	P*	P*	P*	Screening	Required
Major utilities	P*	P*	P*	Approval Required	Public Works Department
				Location	Corner lots only
Commercial Uses					
Retail, Service, and Office Uses: establishments engaged in the sale, rental, and serving of goods, provision of professional services, financial institutions, routine business support, personal services, restaurants, and recreational activities for the community's enjoyment and convenience.					
Alcoholic Beverage Sales	C	C	C		
Animal Grooming (No overnight boarding)	C*	C*	C*	Size of facility (min.)	1,000 sq. ft.
				Location	Ground floor only
				Hours of operation	8:00AM to 8:00PM
				Use separation	Residential; 100 ft.
				Restricted location	Not allowed within a dwelling unit.
Art Studio/Gallery	P	P	P		
Antique and Collectible Shop	P	P	P		
Barber Shops/Beauty Salons	P	P	P		
Banks and Financial Services	P	P	P		
Business Support Services	P	P	P		
Catering Services	P*	P*	P*	Size of facility (min.)	1,000 sq. ft.
Child Day Care Facility		P	P		
Consignment Store	C	C	C		
Convenience Store	P*	P*	P*	Size of facility (max.)	10,000 sq. ft.
Costume Design and Sales	P	P	P		
Drive-In and Drive-Through Sales and Service	P*	P*	P*	Special use program	19.552.070
Furniture, Furnishing, and Appliance Store	P	P	P		
Garden Center/Plant Nursery	P	P	P		
Grocery Store/Supermarket, beer and wine	P	P	P		
Grocery Store/Supermarket, Liquor Sales	P	P	P		
Health Spa or Salon	P	P	P		
Home Improvement Supply Store	P	P	P		
Café	P	P	P		

Interior Decorating Studio	P	P	P		
Laundromat, self-service	C	C	C		
Maintenance and Repair, Small Equipment	C	C	C		
Massage Establishment	C*	C*	C*	Special use program	19.552.130
Office, Business and Professional	P	P	P		
Photography Studio	P	P	P		
Restaurant, No Liquor Sales	P	P	P		
Restaurant, Beer and Wine	C*	C*	C*	Special use program	19.552.030
Restaurant, Full Liquor Service	C*	C*	C*	Special use program	19.552.030
Retail, General	P	P	P		
Retail, Dry-Cleaning Services	C	C	C		
Specialty Food Store	P	P	P		
Tattoo Shop	P	P	P		

Notes:

- Definitions of uses not provided in Section 19.104.080 are located in Chapter 6 (Definitions) of these Objective Design and Development Standards.
- Refer to Division 5 (Commercial and Industrial Zones) for development standards for commercial uses within a Horizontal Mixed-Use Developments.

2.3.2 Multi-Family Residential Overlays Permitted Uses (HOO and RCFO)

The two (2) Multi-Family Residential Overlays below emphasize residential uses and only allow a limited number of compatible services and amenities. The Multi-Family Residential Overlays are intended to accommodate a variety of housing types, in a primarily residential setting supported by neighborhood-serving commercial uses. **Table 2.3.2 (Permitted Use Table)** identifies the uses permitted; the uses that are not permitted; and the uses subject to specific standards. Uses not listed in the table below are not permitted.

*Note: The Zoning Administrator shall have the authority to grant Conditional Use Permits (CUP), which may be subject to appeal by City Council. A CUP may be denied if affirmative findings based on the criteria in Section 19.128.020, Subsection E, are not made or conditions cannot be imposed to adequately mitigate any adverse impacts of the use. Definitions of uses not provided in Section 19.104.080 are located in Chapter 6 (Definitions) of these ODDS.

Table 2.3.2 Permitted Use Table (Multi-Family Residential Overlays)

Key:	"P" Permitted Use		"-" Not Permitted	"*" Specific Standard
Use	**HOO**	**RCFO**	**Use Standard**	**Specification**
Residential Uses				
Household Living: uses characterized by residential occupancy of a dwelling unit that functions as a single household.				
Dwelling, Multi-Family	P	P		
Home Day Care Facility	P*	P*	In conjunction with;	Dwelling
			Permit required;	Home Occupation Permit
Supportive Housing	P*	P*	Restricted affordability	100%
Transitional Housing	P	P		
Group Living: uses characterized by residential occupancy by a group of persons who do not constitute a household.				
Emergency Shelter	P*	P*	Special use program	See Section 19.448.070
Group Home	P*	P*	Special use program	See BPMC Chapter 5.70
Religious Group Living		P*	In conjunction with;	Religious Assembly
Public, Institutional, and Community Uses				
Community, Cultural, and Educational Facilities: uses generally of a public, quasi-public, nonprofit, or charitable nature providing a local service (e.g., cultural, educational, recreational, counseling, training, religious) directly to people of the community.				
Club, Service Organization, or Community Center	P*	P*	Use separation	Residential; 100 ft.
			Size of facility (max.)	1,000 sq. ft.
			Hours or Operation	7:00AM to 10:00PM
			Upper story location	Prohibited
Community Garden	P*	P*	Accessory use to;	Dwelling
			Size (max.)	20,000 square feet
			Location	Setback at least 25 ft. from all property lines.
Indoor Fitness and Sports Facility, Small	P*	P*	Size of facility (max.)	3,000 sq. ft.
			Location	Ground floor only or accessory structure
			Hours of operation	6:00AM to 10:00PM
Outdoor Recreation Area	P*	P*	Size of facility (max.)	10,000 sq. ft.
			Upper story location	Prohibited
Public Park/Open Space	P	P		
Public Security Center	P*	P*	Accessory to;	Residential use
Religious Assembly		P		
Transportation: uses associated with parking facilities.				
Carport	P*	P*	Accessory to;	Dwelling
Parking Lot	P*	P*	Accessory to;	Dwelling
Parking Structure	P*	P*	Accessory to;	Dwelling
Utilities: uses associated with infrastructure necessary for the provision of services such as water, sewer, power, or communications. Excludes off-site transmission lines, pipes, or other systems for conveying and transmitting services within utility easements.				
Minor utilities	P*	P*	Screening	Required
Major utilities	P*	P*	Approval Required	Public Works Department
			Location	Corner lots only

CHAPTER 3. DEVELOPMENT STANDARDS

3.1 Development Standards for Housing Incentive Overlays

The Development Standards provided in this Section are applicable to Mixed-Use Overlay-45, Mixed-Use Overlay-60, Mixed-Use Overlay-100, and residential development in the Housing Opportunities Overlay and the Religious Congregational and Fraternal Overlay, which are illustrated in **Sections 3.1.1 – 3.1.15.** Table 3.1 below provides an overview of the development standards applicable to these Overlays.

Table 3.1 – HIO Development Standards Overview

Development Standard	Mixed-Use Overlays			Multi-Family Overlays	
	MUO-45	MUO-60	MUO-100	HOO	RCFO
Density and Intensity					
Base Density	45 du/ac	60 du/ac	100 du/ac	50 du/ac	40 du/ac
Floor Area Ratio (FAR)	1.5 FAR	1.0 FAR	1.75 FAR	-	-
Minimum Site Dimensions					
Minimum Lot Size	21,780 sq. ft.	21,780 sq. ft.	21,780 sq. ft.	21,780 sq. ft.	15,000 sq. ft.
Minimum Lot Width	50 feet	50 feet	100 feet	45 feet	50 feet
Minimum Lot Depth	75 feet	75 feet	100 feet	75 feet	65 feet
Minimum Building Setbacks					
Front Yard Setback	10 feet	10 feet	15 feet	10 feet	10 feet
Side Street Setback	-	-	-	-	-
Main Building	10 feet	10 feet	15 feet	10 feet	10 feet
Accessory Building	15 feet	15 feet	20 feet	15 feet	15 feet
Side Yard Setback	-	-	-	-	-
Main Building	6 feet	6 feet	10 feet	6 feet	6 feet
Accessory Building	5 feet	5 feet	5 feet	5 feet	5 feet
Rear Yard Setback	-	-	-	-	-
Main Building	10 feet	10 feet	15 feet	10 feet	10 feet
Accessory Building	5 feet	5 feet	10 feet	5 feet	5 feet
Street Corner Setback (Arterial Streets/Outer Corner Treatments	20 feet	20 feet	20 feet	15 feet	15 feet
Lot Coverage					
Maximum Lot Coverage	80%	80%	80%	80%	80%
Building Form					
Stories	5	7	9	5	5
To Top of Roof Diaphragm for a Flat Roof or Top of Roof Ceiling for Pitched Roof* ~~Highest Eave/Parapet~~	5~~2~~ feet	7~~2~~ feet	9~~2~~ feet	52 feet	52 feet
Maximum Height (Overall)	5~~8~~5 feet	7~~8~~5 feet	9~~8~~5 feet	55 feet	55 feet
Ground Floor Height	-	-	-	-	-
Residential (min.)	9 feet	9 feet	9 feet	8 feet	8 feet
Non-Residential (min.)	15 feet	15 feet	15 feet	-	-
*Refer to Figure 3.1.7 in Section 3.1.7 (Building Form).					
Open Space					
Minimum Open Space	**16 – 200 total units:** 150 square feet of usable open space per unit **200 or more total units:** 100 square feet of usable open space per unit				

	A minimum of 50% as common open space and the remaining 50% as either private or common open space.				
Parking					
Residential Uses					
Studio or 1 bedroom	-	-	-	-	-
Vehicular Spaces	1 min. per unit	1 min. per unit	1 min. per unit	1 min. per unit	1 min. per unit
Bicycle Spaces	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit
2-bedrooms	-	-	-	-	-
Vehicular Spaces	1.5 min. per unit	1.5 min. per unit	1.5 min. per unit	1.5 min. per unit	1.5 min. per unit
Bicycle Spaces	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit
3 bedrooms or more	-	-	-	-	-
Vehicular Spaces	2 min. per unit	2 min. per unit	2 min. per unit	2 min. per unit	2 min. per unit
Bicycle Spaces	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit	0.5 min. per unit
Non-Residential Uses					
See Buena Park Municipal Code Section 19.536.040 – Parking Spaces Required.					
Parking Setbacks					
Front Yard	25 feet	25 feet	25 feet	35 feet	25 feet
Side Street	15 feet	15 feet	20 feet	15 feet	15 feet
Side Yard	5 feet	5 feet	5 feet	5 feet	5 feet
Rear Yard	5 feet	5 feet	10 feet	5 feet	5 feet
Driveway					
See Buena Park Municipal Code Section 19.536.030 – Driveway Standards for MUO-45, MUO-60, and MUO-100. See Buena Park Municipal Code Section 19.436.040 for HOO and RCFO.					
Minimum Dwelling Unit Floor Area					
Zero Bedroom Unit	450 square feet	450 square feet	450 square feet	450 square feet	450 square feet
One (1) Bedroom Unit	600 square feet	600 square feet	600 square feet	600 square feet	600 square feet
Two (2) Bedroom Unit	700 square feet	700 square feet	700 square feet	700 square feet	700 square feet
Three (3) or More Bedroom Unit	800 square feet	800 square feet	800 square feet	800 square feet	800 square feet
Building Encroachments					
Architectural Features	Maximum 2.5 feet into minimum front yard, side street, side yard, and rear yard setbacks.				
Unenclosed Stairways	Maximum 6 feet into minimum, side yard, and rear yard setbacks. Not allowed in front yard and side street setbacks.				
Private Frontages	Maximum 5 feet into minimum front yard, side street, and rear yard setbacks. Not allowed in side yard setbacks.				
Stairs/Ramps	Maximum 2 feet into minimum front yard, side street, and side yard setbacks. Maximum 5 feet into minimum rear yard setbacks.				
Patio Covers	Maximum 5 feet into minimum side yard and rear yard setbacks. Not allowed in front yard or side street setbacks.				

3.1.1 General

1. Where any development standard is silent pertaining to Mixed-Use Development, the development standards provided for ~~General~~ Mixed-Use Zones of the Buena Park Municipal Code (BPMC) shall prevail.

2. Where any development standard is silent pertaining to Multi-Family Development, the development standards provided for Multi-Family Zones of the Buena Park Municipal Code (BPMC) shall prevail.

3. Commercial uses and development standards are subject to the provisions of Division 5 of Title 19 of the BPMC, unless stated otherwise herein.

4. Projects developed within the HIO shall comply with the most recent Orange County Fire Authority Guidelines for access, water and Architectural Guidelines.

5. All portions of proposed buildings above the first story shall maintain a minimum setback of twelve (12) feet from any overhead power lines.

6. Applicants proposing buildings or structures that penetrate the Notification Surface for FMA or JFTB Los Alamitos shall file a Form 7460-1Notice of Proposed Construction or Alteration with the Federal Aviation Administration and provide a copy of the FAA determination to the City and ALUC.

7. **Project Design:**

   a. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a Registered Engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.

      i. Projects within the flood zone of the Federal Emergency Management Agency shall be developed per Division II of Title 18 of the City Code.
      ii. Street dedications including corner cutoff dedications to the City for the project frontage will be required per the Master Street Plan.
      iii. Existing overhead utilities and poles along the project frontage shall be undergrounded or an in-lieu fee may be paid per the City's latest fee schedule. All new utilities to the project site shall be undergrounded.
      iv. New streetlights along the project frontage shall be required every 150-feet unless already existing. Streetlights mounted on wooden poles shall be replaced with marblelite poles.
      v. Trees and ground cover with an irrigation system shall be required within the parkway landscaping area along the project frontage. The species of tree to be planted will be determined by the Urban Forest Management Plan. The property owner shall be responsible for the maintenance of this landscaping area per Chapter 19.1112.070 of the Buena Park Municipal Code.
      vi. Driveway approaches, sidewalks, curb, and gutter along the project frontage that are lifted, fractured, or failing shall be removed and replaced per City standards.
      vii. All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency access within the project parcel shall be approved by the Orange County Fire Authority and an approved copy of the plan shall be submitted to the Engineering Division with the submittal of the grading plan.
      viii. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
      ix. A site distance analysis, prepared by a registered engineer, shall be submitted for approval for any structures that are substantial is size, such as monument signs, that are proposed adjacent to existing or proposed driveway.

x. Provide an engineering study for any proposed sewer and water connections to the City system. The study shall be prepared by a registered civil engineer for approval by the City Engineer. Any infrastructure upgrades necessary to meet the fire code or the domestic water capacity shall be mitigated by the developer. Easements shall be dedicated as needed to accommodate a new public water or sewer system. The proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.

xi. A double check detector assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractors shall supply and install City approved water meters in the public right-of-way.

xii. A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.

xiii. Easement shall be granted to the City when public water and sewer systems are installed within private land.

xiv. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. The property owner shall dedicate or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.

b. Tract maps and parcel maps shall be prepared in accordance with the State Subdivision Map Act and Division I of Title 18 of the City Code. All improvements required to be completed by the applicant shall be in accordance with the City standards and specifications. All maps shall be concurrently reviewed by the City and the Orange County Survey Department. The applicant shall forward all plan check comments received from the Orange County Survey Department to the City for each plan check.

8. Permit Issuance:

a. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.

b. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit the required insurance certificates.

c. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.

d. Prior to issuance of a grading permit, the applicant shall record an approved WQMP that includes the Master Covenant & Agreement and an Operational Maintenance Plan with the Orange County Recorder's office. Two hard copies of the WQMP in 3-ring binders shall be provided to the City.

e. Prior to the final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.

f. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

9. **Construction:**

a. A traffic control plan, prepared by a registered engineer, shall be submitted for approval for all utility connections, street improvements, and any other work performed in the public- right-of-way that require a lane closure. A traffic control plan, prepared by a registered engineer, shall also be submitted for work on private property that results in lane closures.

b. When more than one trench cut is made to install utility lines, then the street shall be either slurry sealed or grind and capped with AC to the nearest lane line of a trench cut from property line to property line. The method of replacing the pavement in kind or better shall be decided based on existing pavement condition.
c. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
d. Applicant shall abandon any existing private water wells per the City and Orange County Health Department requirements.
e. Prior to issuance of occupancy, the applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.
f. Any work on State Highway, Beach Boulevard from the I-5 Freeway to north City limit, shall require a Caltrans permit.
g. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
h. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.

3.1.2 Density and Intensity

1. The minimum number of residential units on a site ~~density allowed~~ within the HIO's ~~is~~ shall be sixteen (16) du/ac.
2. Refer to Table 3.1 for the allowable base density for each Overlay. The Base Density is permissible with the provision of affordable units subject to Section 1.6.3 (Affordability Requirements) of these ODDS.
3. The Floor Area Ratio (FAR) applies to non-residential uses only, which are only permitted in the Mixed-Use Overlays.
4. Additional density pursuant to the State Density Bonus law may be permissible. Applicants should calculate the total allowable unit count by first determining the base density and then applying the density bonus as allowed by State law.

3.1.3 Minimum Site Dimensions

1. The minimum lot size for MUO-45, MUO-60, MUO-100, and HOO shall be 0.5 acres or 21,780 square feet. However, the minimum lot size for the RCFO shall be 15,000 square feet.
2. Lot line adjustment or lot mergers are allowed for projects with four (4) parcels or fewer.
3. If the minimum site dimensions cannot be achieved, lot consolidation of smaller lots into larger lots is encouraged. Up to one (1) incentive may be offered for the consolidation of existing small lots into a development project site of one (1) acre, but less than two (2) acres, and up to three (3) incentives may be offered for the consolidation of existing small lots into a development project site of over two (2) acres.
4. Table 3.1.3 identifies the administrative relief types and the required findings to support the adjustment.

Table 3.1.3 - Adjustments to Standards (Minimum Site Dimensions)

Administrative Relief Types	Required Findings to Support the Adjustment	Allowed Administrative Relief
Reduction in the minimum lot size.	1. The parcel does not abut a parcel with the same Overlay. 2. The development can achieve at least 16 units on the project site.	Up to 10% reduction in minimum lot size.
Reduction in the minimum lot width or lot depth.	1. The adjustment accommodates an existing feature including, but not limited, to a tree or utility; 2. An existing or new design site can still be developed in compliance with the standards of the Overlay; and 3. The decrease to the minimum lot width or lot depth can provide at least 16 units on the project site.	Up to 10% reduction from the lot width or depth.

3.1.4 Minimum Building Setbacks

1. An additional ~~ten (10)~~five (5) foot building setback is required when the parcel is adjacent to any single-family residential zone.
2. Sites over five (5) acres in size shall provide an additional five (5) feet per setback requirement for Primary Buildings.

Table 3.1.4 - Adjustments to Standards (Minimum Building Setbacks)

Administrative Relief Types	Required Findings to Support the Adjustment	Allowed Administrative Relief
Decrease the minimum front yard, side street, side yard, rear yard, or street corner setbacks for primary buildings or non-habitable accessory structures.	1. Existing building(s) on adjacent lots on the same block face are less than the required setback; and 2. The variation will allow the proposed project to blend in with the adjacent building(s). 3. The proposed project does not abut any Single-Family Zone. 4. The project design maintains pedestrian safety and walkability.	Up to 10% reduction from the Standard

3.1.5 Lot Coverage

1. Lot Coverage refers to the total area of those portions of a lot that are covered by buildings or structures. Lot Coverage includes the footprint of all buildings and structures including the primary building, accessory structures, covered parking, covered pool equipment units, utility sheds, etc.; projecting elements such as balconies, stairways, porches, patio covers, etc.; decks or other surfaces that exceed 2.5 feet above grade; roof overhangs or eaves that exceed three (3) feet (the portion that is beyond three (3) feet); and swimming pools and spas.
2. Lot Coverage excludes roof overhangs ~~up to~~less than three (3) feet and uncovered structures less than 2.5 feet above grade.

Table 3.1.5 - Adjustments to Standards (Lot Coverage)

Administrative Relief Types	Required Findings to Support the Adjustment	Allowed Administrative Relief
Increase the maximum lot coverage.	1. The building is consistent with the intent of the Overlay and all other applicable standards of the Overlay. 2. The Overlay is a Mixed-Use Overlay.	Up to 10% increase in lot coverage.

3.1.6 Open Space

1. Refer to Section 4.1.6 for Objective Design Standards for Open Space.
2. ~~The minimum distance between a Religious Facility building and residential units shall be fifty (50) feet.~~

Table 3.1.6 - Adjustments to Standards (Open Space)

Administrative Relief Types	Required Findings to Support the Adjustment	Allowed Administrative Relief
Reduction to the minimum open space requirements.	1. The building is consistent with the intent of the Overlay and all other applicable standards of the Overlay. 2. The project provides over 50% of the proposed units for affordable housing to low-income households.	Up to 20% reduction in minimum open space requirement.

3.1.7 Building Form

1. Each story in excess of three (3), shall provide a minimum horizontal building stepback of ~~ten (10)~~six (6) feet for all stories above the 3rd level on all street-facing elevations (including front and side yard façades and alley) and any elevation adjacent to a single-family residential zone or use. Refer to Section 4.2.1 of this document. ~~for each additional story.~~
2. The maximum building height adjacent to existing single-family residential shall not exceed four (4) stories or forty-five (45) feet (whichever is less) in total height for development located within the MUO-45, MUO-60, HOO, and RCFO.
3. The maximum building height abutting existing residential shall not exceed four (4) stories or forty-five (45) feet in total height for development located within the MUO-100.
4. Rooftop structures including elevator penthouses, stair enclosures, mechanical equipment, architectural features, solar panels and antennas shall be excluded from the overall building height requirement. For mechanical equipment and antennas, refer to Section 19.416.090 of the Zoning Code. Elevator penthouses, stair enclosures, architectural features, and solar panels shall not exceed 10 feet in height, unless indicated otherwise in the HIO ODDS. All rooftop structures shall be screened from view.
5. Refer to Figure 3.1.7 (Height Measurement Requirement).

Table 3.1.7 - Adjustments to Standards (Building Form)

Administrative Relief Types	Required Findings to Support the Adjustment	Allowed Administrative Relief
Increase in maximum height	1. The project is not located within 50 feet of any existing residential zone. 2. The project provides over 50% of affordable housing to low- or moderate-income households. 3. The building is consistent with the intent of the Overlay and all other applicable standards of the Overlay. 4. The design maintains privacy for adjacent residential neighborhoods and is compatible with adjacent structures. 5. The project shall not create substantial shadows within the right-of-way, open spaces, or onto adjacent properties for more than three (3) hours between the hours of 9:00 a.m. and 3:00 p.m. Pacific Standard Time between late October and early April and four (4) hours between the hours of 9:00 a.m. and 5:00 p.m. Pacific Daylight Time between early April and late October.	Up to a 20% increase in maximum allowable height.

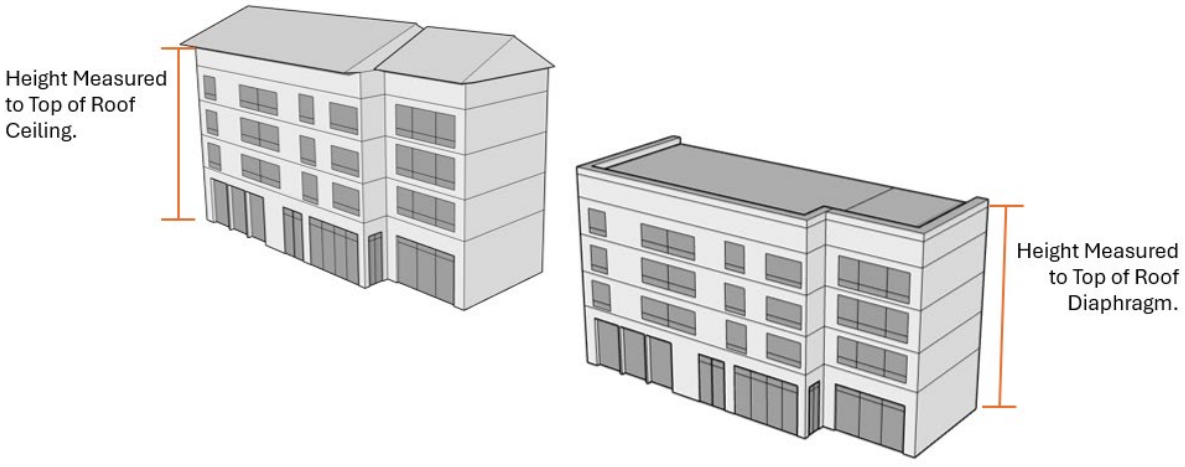


Figure 3.1.7 – Height Measurement Requirement

3.1.8 Parking

1. For residential uses, the minimum parking requirements will not apply to sites located within one-half mile of a major transit stop pursuant to Assembly Bill (AB) 2097. A major transit stop includes a rail transit station or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
2. Bicycle spaces shall not exceed 100 spaces per development, regardless of development size and location. Such spaces shall be distributed throughout the site. Bicycles may be parked anywhere on a lot, in compliance with pedestrian and vehicular access standards. The development must include the shortest walking and biking connection to a public sidewalk. Additionally, a designated track for convenient bicycle transportation along common stairs leading to the level where bike racks are located shall be provided. Refer to Figure 3.1.8.

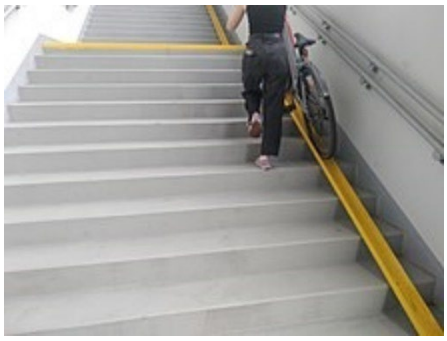


Figure 3.1.8 – Bicycle Transportation Track

3. Pursuant to Government Code Section 65913.6, through the construction of a Religious Facility with Affordable Housing, up to 50% of the required number of spaces for the existing, or proposed, religious facility can be eliminated, or reduced in the case of a plan for a new development. The remaining parking spaces can be shared between the Religious Facility and the proposed housing. The reduction in parking spaces would not reduce the minimum parking standards for the housing component to less than one (1) space per unit unless within proximity to public transit or a car share vehicle.
4. Parking spaces may be grouped with those on adjacent lots and may be detached from project sites within the same block, in compliance with parking setbacks and access standards.
5. Driveways may be shared between adjacent lots but shall not exceed maximum allowed width.
6. Projects that provide additional affordable units pursuant to Density Bonus Law, those units may provide one (1) onsite parking space for 0-1 bedroom units, 1.5 onsite parking spaces for 2-3 bedroom units, and 2.5 onsite parking spaces for 4 bedrooms or more. Where a conflict exists between these parking ratios and the Density Bonus Law, the State Density Bonus Law shall prevail. Refer to Government Code Section 65950.

Table 3.1.8 - Adjustments to Standards (Parking)

Administrative Relief Types	Required Findings to Support Adjustment	Allowed Administrative Relief
Reduced parking standards for the Commercial Component of a Mixed-Use Development	1. The building is consistent with the intent of the Overlay and all other applicable standards of the Overlay. 2. The design maintains privacy for adjacent residential neighborhoods and is compatible with adjacent structures. 3. The project shall not create substantial shadows within the right-of-way, open spaces, or onto adjacent properties. 4. The reduced parking requirements does not allow spillage of vehicles into adjacent neighborhoods.	Up to 20% reduction of the Standard.
Reduction in the required parking setback.	1. The adjustment accommodates an existing feature including, but not limited, to a tree or utility. 2. If accessed from the street, the driveway complies with the ODDS. 3. The ground floor space is in compliance with the ODDS.	Up to 10% reduction of the Standard
Reduction of the number of parking stalls.	Standard parking stalls may be reduced in lieu of compact parking stalls.	Up to 10% reduction of the Standard.

3.1.9 Minimum Dwelling Unit Floor Area

1. Zero (0) bedroom units shall not exceed 25% of the total number of units in a mixed-use residential and/or residential only development.
2. An additional 100 square feet shall be added to the minimum dwelling unit floor area for each bedroom in excess of three (3).
3. Up to 15% of the minimum gross floor area may be in private balconies, porches, and patios. Attic and basement space, where the headroom is less than 6.5 feet, and garages and accessory buildings shall not be included as part of the required dwelling unit floor area.

3.1.10 Building Encroachments

1. Unenclosed stairways and landing places are allowed to project into any required setback a maximum distance of six (6) feet but not closer than three (3) feet from any property line. However, no unenclosed stairway or landing shall be allowed to encroach into any required setback area where such stairway provides access above the first story of any structure.
2. Stairs that are part of a private frontage may encroach into the setback an additional three (3) feet beyond the allowed encroachment of the private frontage but not into the public ROW.

3.1.11 RESERVED.

3.1.12 RESERVED.

3.1.13 RESERVED.

3.1.14 RESERVED.

3.1.15 RESERVED.

3.2 Development Standards for Hotel/Motel Conversion Overlay

Development regulations shall be those of the underlying zone in which an existing hotel or motel is located to ensure that hotel conversions may be designed, located, and operated compatibly with uses on adjoining properties and in the surrounding area. The purpose of this Section is to provide for the orderly conversion of three (3) existing hotels which have primarily non-transient occupants to residential hotels designed to provide long-term residential use for families and the work force that are affordable and to provide needed transitional housing opportunities. Exceptions to the development standards and land use regulations of any zoning district as enumerated in this subsection shall be provided to incentivize the reuse of hotel, motels, and other transient lodgings for group home or quarters, SRO units, multi-family housing, supportive/transitional housing, or combination thereof. The standards are established to ensure that such use shall provide a suitable living environment for the tenants of the residential hotels, be compatible with surrounding land uses and protect the public health, safety and general welfare. For additional standards, see Chapter 5.

Table 3.3 – Hotel/Motel Conversion Overlay Development Standards

Development Standard	HMCO
Minimum Lot Size	There shall be no applicable minimum lot width, depth, or total lot size for hotel and motel conversions.
Residential Density	The resulting number of residential units after the conversion shall be no greater than the number of guest rooms in the existing hotel or motel.
Site Coverage	There shall be no maximum site coverage applicable for hotel and motel conversions.
Floor Area Ratio	The resulting floor area, as defined as 'Floor Area, Gross' in Section 19.104.080 of the Zoning Code, after conversion shall be no more than 110% of the existing floor area of the hotel or motel being converted. Floor area added solely for the purpose of complying with the Building Code or life safety requirements shall not be counted for purposes of calculating the floor area ratio.
Height	Any increase in height resulting from hotel and motel conversions shall comply with the maximum height set forth in the underlying zone. The conversion of any existing hotel or motel to affordable housing pursuant to this Section shall not result in loss of legally nonconforming status with regard to building height.
Setbacks	Hotel and motel conversions shall not be subject to the setback requirements of the underlying zone. The conversion of any existing hotel or motel to affordable housing pursuant to this subsection shall not result in loss of legally nonconforming status with regard to setbacks.
General Unit Size and Building Requirements	• The general building and occupancy standards required in connection with group homes or quarters shall be not less than the amount set forth by Division 4 (Multi-Family Zones) of the Zoning Code. • The net area of a SRO unit may range from a minimum of 150 square feet to a maximum of 400 square feet. • Multi-family units shall meet the general building requirements of Division 4 (Multi-Family Zones) of the Zoning Code. The minimum size of a residential unit resulting from a hotel or motel conversion shall be the same as the minimum size of a SRO.
General occupancy requirements for group homes or quarters with beds, SRO units, or multi-family units.	• Common open spaces shall be designed to accommodate appropriate furnishings and shall be furnished for use by residents. Appropriate furnishings for indoor spaces may include lounge chairs or couches, tables with chairs, writing desks, and televisions. Outdoor furnishings may include outdoor benches, tables with chairs, barbecues, and shade coverings like arbors, patio covers, garden shelters, or trellises. • Laundry facilities must be provided within units or elsewhere on-site. If laundry facilities are provided as a shared provision, a minimum of two (2) washers and two (2) dryers must be provided in a separate room. Additional washers and

	dryers must be provided for any development that has more than 20 units at the ratio of one washer and one dryer for every 20 units or portion thereof. • Each unit shall meet the standards for decent, safe, and sanitary dwelling units, as defined in Health and Safety Code and other applicable codes and regulations, and shall include all of the following: o A kitchen, including at a minimum a sink, garbage disposal, refrigerator, stove with oven and a counter top; o A separate bathroom, including at a minimum a sink, toilet, and shower o A closet for storage space
Common Areas and Open Space	All hotel and motels conversions shall include common areas with amenities such as seating, tables, barbecues, recreation areas or other related amenities. The size and nature of these common areas shall be approved by the reviewing authority pursuant to a Hotel Conversion Permit. • Not less than 50 square feet of usable common areas and open space area shall be provided for each SRO unit. Group homes or quarters and multi-family units shall meet the general building and occupancy standards for open space areas. • Shared bathrooms, laundry rooms, or kitchens shall not be considered as open space areas.
Landscaping	Minimum landscaped areas shall not be applicable to hotel and motel conversions. Additional landscaping screening shall be provided as necessary to visually buffer the proposed development from surrounding streets and properties, particularly residential properties, and may consist of any combination of landscaping, fencing, or other suitable method. The maximum height of walls and fences between the front property line and the occupancy frontage for hotel and motel conversions may be increased to six (6) feet, provided that such walls and fences are at least 50% open and are set back a minimum of three (3) feet from the front property line. The reviewing authority may approve deviations from any wall and fence requirements as part of the issuance of a Hotel Conversion Permit. A decorative masonry wall six (6) feet in height shall be constructed along any common property line between the subject property and any adjoining property containing a single-family use.
Parking	• The required parking for Hotel/Motel Conversions shall be at least one (1) parking space per residential unit. Should the existing parking at the site of the Hotel/Motel Conversion provide at least one (1) parking space per residential unit, then the Hotel/Motel Conversion shall maintain and not reduce the number of onsite parking spaces on the date of the formal submission of the Hotel/Motel Conversion application. o Reduced parking incentives. Notwithstanding the foregoing, should the Hotel/Motel Conversion offer and provide an eligible rideshare, shuttle, and/or bus pass program to residents, then the Hotel/Motel Conversion shall provide 0.5 parking space per residential unit. The Hotel/Motel Conversion shall agree to record a covenant to ensure that the eligible rideshare, shuttle, and/or bus pass program is offered to residents for as long as the Hotel/Motel Conversion remains. o With the exception of projects that allow only senior residents, projects that have less than one automobile parking space per unit shall provide one easily accessible space for storing and locking a bicycle per unit. For projects that provide one or more parking spaces per unit, at least one bicycle storage space for every three units shall be provided.
Signs	All hotel and motel conversions shall comply with the residential signage provisions of Division 9 (Sign Regulations) of the Zoning Code.
Lighting	All hotel and motel conversions shall comply with the provisions of Section 19.444.030 (Lighting) and Section 19.548.030 (Lighting) of the Zoning Code.

~~Affordability~~	~~If required as a component of the land use development request, there are two different approaches to maintaining long-term affordability that require signing an Affordable Housing Agreement: 1) the applicant agrees to maintain the designated dwelling unit as affordable for at least 45 years for for-sale units and 55 years for rental units; or 2) the applicant agrees to participate in a "shared equity purchase program." The decision on which approach to use is up to the developer, except where state or federal standards applying to a given project require specific affordability periods. Under the long-term affordability program, the housing must remain affordable for at least 45 years for for-sale units and 55 years for rental units, from the original date of sale or rental. Affordability terms are secured by an affordable housing agreement, which shall be in a form approved by the City Attorney and recorded on the property prior to or concurrent with the initial occupancy (for rental units) or sale of the property.~~

CHAPTER 4. OBJECTIVE DESIGN STANDARDS

4.1 Site Design Standards

The following standards for site design are specific to the type of development project proposed. The three (3) development types are:

1. **Residential Only.** Residential-only projects are where the entire area of the parcel has a residential use. This development type is allowed within each of the six (6) Overlays.

2. **Horizontal Mixed Use.** Horizontal mixed-use projects are where a parcel has both commercial and residential uses on the ground floor on different parts of the site. The commercial use may be a proposed building(s) or an existing commercial building(s) on the same site. This development type is only applicable to MUO45, MUO60, and MUO100.

3. **Vertical Mixed Use/Residential Podium Projects.** Vertical mixed-use projects have commercial uses on the ground floor with residential uses above. Residential podium projects have parking on the ground floor or underground. The Vertical and Horizontal development types are similar, thus their design standards are grouped together. This development type is only applicable to MUO45, MUO60, and MUO100.

*All of the Objective Design Standards apply to each development type within the HIO's unless specified herein.



Vertical mixed-use project with residences above ground floor retail.



Multi-family residential only townhouse project

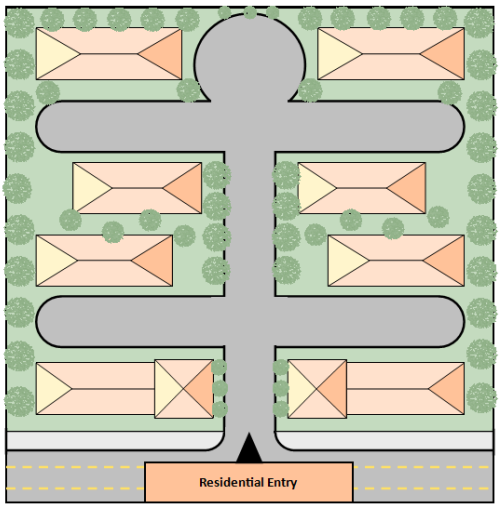


Horizontal mixed-use project with multi-family apartments adjacent to two (2) story retail.

4.1.1 Site Entries

Intent: Provide a welcoming entry to the project and set the stage for a high-quality residential environment.

The following General Objective Design Standards for Site Entries apply to primary entrances, secondary entrances, new shared entrances, enhanced shared entrances, separate entrances, and vertical mixed-use/residential podium primary entrances. Additional Objective Design Standards apply to new shared entrances, separate entrances, and vertical mixed-use/residential podium primary entrances.

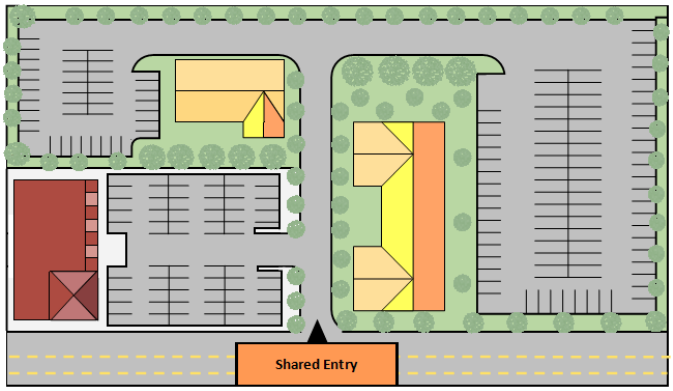
SITE ENTRY TYPES	ILLUSTRATION
Primary Entrance. Primary entrances apply to **residential only developments.** At least one (1) entry into the site shall be developed as the primary entrance from the primary street. 	
Secondary Entrance. A secondary entrance is an additional entry, in addition to the primary entrance or shared entrance, along a secondary street or side street. Secondary entrances may be applied to **all three (3) development types**.	

SITE ENTRY TYPES	ILLUSTRATION

Shared Entrances.

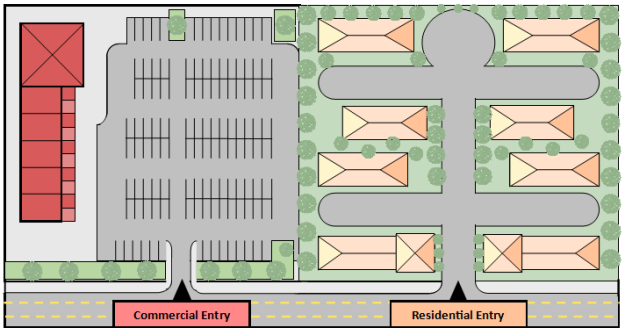
New Shared Entrances apply to **horizontal mixed-use developments** where there is a single primary entry point for commercial and residential uses, this new entry shall be developed as a shared entrance.

Enhanced Shared Entrances are for **existing commercial developments** that use an existing entry drive to access **new residential development.**

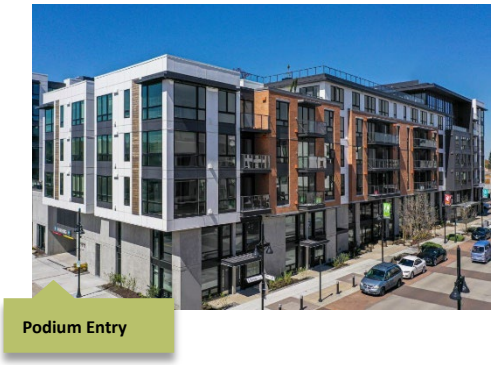




Separate Entrance. Separate entrances apply to **horizontal mixed-use developments** where there is a separate primary entrance for commercial and residential uses, these entries shall be developed as a separate entrance.



Vertical Mixed-Use/Residential Podium Primary Entrance. Where a **vertical mixed-use or podium development** is proposed, the building is generally close to the street property line, and access to parking may be from a driveway directly into the building or within 30 feet of the building.

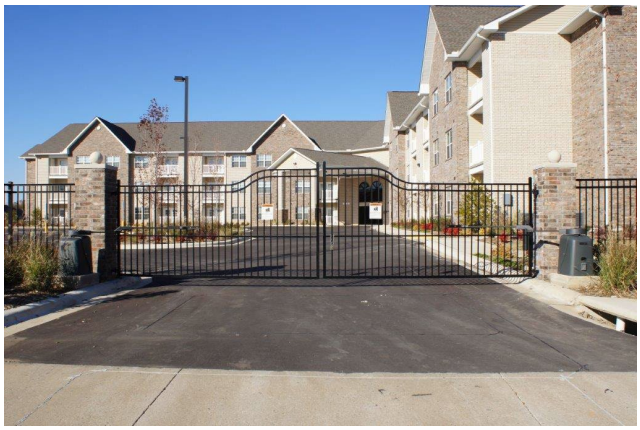


General Site Entry Objective Design Standards

Standard	Description
Sidewalks	A 5-foot minimum width sidewalk shall be provided on at least one (1) side of the site entry from the street curb. A sidewalk shall be provided on at least one side of all internal streets providing a safe pedestrian connection.
Street Lighting	Street lighting on poles 15 to 25 feet high shall be provided on at least one (1) side of the site entry from the street curb to a minimum of 50 feet inside the property line.
Landscaping and Street Trees	Landscaping and street trees shall be provided on both sides of the site entry from the street curb to a minimum of 50 feet inside the property line. Street trees shall be no more than 25 feet apart. Trees shall be a minimum of 24 gallons in size with a one-inch diameter at breast height (dbh). At least one specimen tree with a 24-inch or larger box size shall be planted in the landscaped area of the front yard setback.
Security Gates	Refer to Section 19.428.060 (Security Gate Standards) of the Buena Park Municipal Code.
Bicycle Facilities	Bicycle facilities in the development shall be provided as part of the site entry. These may be Class I separated bicycle paths, Class II bicycle lanes, Class III shared vehicle/bicycle lanes, or Class IV protected bicycle lanes
Curb and Gutter	Refer to Section 18.88.020 (Curbs and Gutters) of the Buena Park Municipal Code.



Landscaping and street trees are provided along both sides of the site entry and inside the property line on both sides of the building's exterior.



Multi-family vehicular access security gate is located no more than 20 feet from the building and is not view-obscuring.

New Shared Entrance

Standard	Description
Independent Roadway	A shared entrance shall not lead directly into a parking lot for commercial or residential development, rather it shall be an independent roadway from any commercial or residential parking lot, with clearly marked entries into the commercial and residential parking lot from the shared entrance.
Signage	Signage for commercial or residential development adjacent to the shared entrance shall be in compliance with Section 4.5 (Signage Standards) and Division 9 (Signage Regulations) of the City of Buena Park's Zoning Code.

Separate Entrance

Standard	Description
Driveway Widths and Clearances Compliance	If the separate entrance serves as a primary entry to commercial development, the Separate Entrance shall follow existing City of Buena Park's Zoning Code Section 19.536.030 (Driveway Standards) for site entries to non-residential uses.
Signage and Landscaping	If the commercial development consists of an existing commercial building(s), the existing primary entrance into commercial uses shall be upgraded with new signage and landscaping for a minimum of 50 feet inside the property line. If existing paving is cracked, broken, or damaged, it shall be removed and replaced. Refer to Division 9 (Signage Regulations) of the City of Buena Park's Zoning Code.

Vertical Mixed-Use/Residential Podium Primary Entrance

Standard	Description
ADA Compliance Standards	Driveways shall meet Americans with Disability Act (ADA) accessibility standards where they cross the public sidewalk.
Pedestrian Entries Standards	At least one (1) pedestrian entry shall lead directly from the sidewalk to the following: • Doors leading to each commercial space (Vertical Mixed-Use projects only). • Doors leading to an amenity space such as a courtyard, plaza, open space, or seating area. • Doors leading into ground-floor lobbies for residential units above.

4.1.2 Street Frontages

Intent: Activate and create visual interest along street frontages in order to enhance the public realm.

General

Standard	Description
Landscaped Buffer Standards	All residential projects, except Vertical Mixed-Use projects, shall provide a minimum 5-foot-wide landscaping buffer between the sidewalk edge and the building edge.
Maximum Width	The maximum width of the parking area within the required front setback, including driveways, open parking, carports, and garages, but excluding underground parking and parking located behind buildings, shall not exceed 25% of the linear street frontage.
Entry Doors	At least one (1) entry door to the residential project at ground level shall face the primary frontage. An exception shall be made for buildings with a courtyard facing the street, where a door may face onto the courtyard.
Surface Parking Location	Along the Primary Frontage, surface parking shall be located behind the building, to the rear, or to the side. An exception shall be made for accessible parking.
Carports and Tuck-Under Parking	Carports and tuck-under parking shall not be visible from a primary street.
Fencing (Primary Street or Shared Entrance)	No fence, tree, shrub, or other obstruction to sight be above 7 feet in height shall be placed closer than the building wall nearest to the street. Refer to Section 19.436.030 (Vision Clearance) of the Municipal Code.
Parking Location	No more than one (1) aisle of parking (66 feet) is allowed between the secondary frontage and the street.
Fencing (Secondary Street)	Fencing may be placed along the property line at the secondary frontage if it allows transparency through the use of decorative metal (i.e., wrought-iron) and does not create a sight distance obstruction. No chain link fencing is allowed. No solid fencing shall be placed closer to the street than the closest building wall. An exception shall be made for service areas such as trash, utilities, or loading areas.



Residential entry door located at the ground level along the primary street frontage.



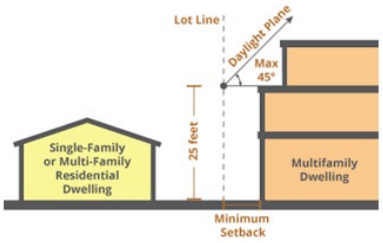
Landscaped buffer located along the primary street frontage.

4.1.3 Sensitivity to Adjacent Uses

The following standards provide sensitivity to adjacent uses when projects are adjacent to residential or commercial and industrial development. This will ensure that new residential development is harmonious with neighboring residential development, and that new residential development is not negatively affected by existing commercial development.

Intent: For projects adjacent to existing residential properties of no more than two (2) stories, apply design measures that preserve privacy and daylight for residents of those properties, and minimize additional vehicle circulation and parking on existing residential streets.

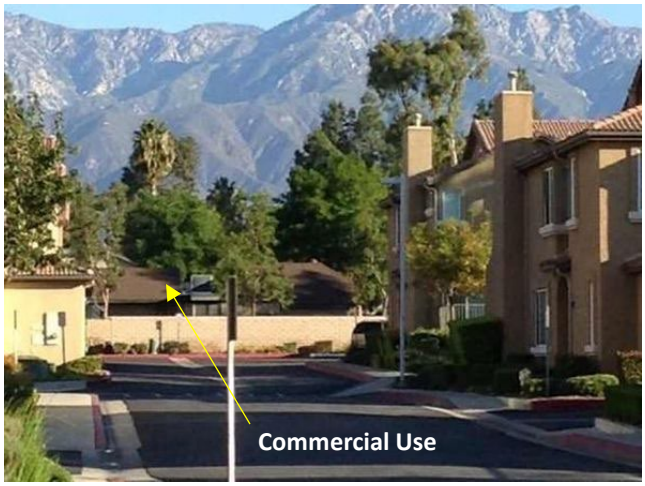
Adjacent to Existing Single-Family Residential Uses

Standard	Description
Windows	Windows facing residences within 15 feet of the property line shall be arranged, or designed to not create views into adjacent residences. Examples of privacy options include using translucent or louvered windows, creating offset window patterns, and locating windows 5 feet above the floor level. Alternatively, views into adjacent residential shall be screened with dense landscaping between the new development and existing residential property (i.e., Callistemon citrinus *(lemon bottlebrush),* Rhamnus alaternus *(Italian buckthorn), or* Pittosporum tenuifolium *(kohuhu)*) at a minimum mature height of 8 feet.
~~Daylight Plane~~	~~No portion of the building volume shall encroach into a daylight plane starting at a point that is 25 feet above the property line abutting any adjacent lot with an existing single-family or multifamily residential dwelling of two stories or less and sloping upward at a 45- degree angle toward the interior of the lot.~~  
Parking	Parking for residents, visitors, and/or employees shall be accommodated onsite in garages, parking areas, or along internal streets to minimize spillover to adjacent residential neighborhoods. Parking and loading/ unloading areas shall not create stacking/queuing issues at ingress/egress points.

Adjacent to Commercial and Industrial Uses

Intent: For projects adjacent to commercial development, apply design measures that promote attractive residential frontages and adequate visual separation for new residential development adjacent to existing and/or future commercial development.

Standard	Description
Separation Buffer	At the edge of residential development immediately abutting commercial/industrial development and parking areas, one (1) or both of the following shall be provided as separation: • A driveway or private street with curb, gutter, and landscape on both sides. • A minimum 5-foot-wide continuous landscape barrier with fencing a minimum of six feet high. No chain link fencing is allowed.
Fencing	At the edge of residential development immediately abutting commercial development and parking areas, fencing provided shall have at least one (1) passageway for pedestrians to access the commercial development directly. This passageway may be locked and accessible to residents and safety providers only.
Gates	At the edge of residential development immediately abutting commercial development and parking areas, a gate providing emergency vehicle access may be provided where required by emergency providers. The gate shall be visually permeable to allow views in and out from the access way. No chain link is allowed for the gate



Multi-family development abutting commercial uses provides a fence at the edge of the residential development with a private street with curb, gutter, and landscape on both sides.



Landscaped buffer at the edge of the residential development with a minimum 6-foot-high fence from grade.

4.1.4 Access and Parking

Intent: Provide convenient and well-connected access for vehicles into and through the development, and safe and pleasant pedestrian connections into and throughout the development. Minimize the public view of parking and enhance the appearance of parking facilities.

Vehicle Access

All projects shall meet the requirements of 4.1.1 (Site Entries) in addition to the standards provided below.

Standard	Description
Internal Circulation for Multi-Family Developments	In residential rental apartment and condominium developments with multiple buildings, parking areas shall be accessed through a network of internal streets.
Internal Circulation for Townhouses	In townhouse developments, internal circulation shall be via one (1) or more internal streets connecting to alleys where garages are located.
Podium Parking Access	In podium projects where parking is underneath (i.e., underground or on-grade/single story) residential development, access for parking shall provide visibility or other safety features (e.g., mirrors, cameras, or audible signals) to minimize pedestrian/vehicle conflicts.



Internal Circulation for Townhouses with garage access.



Podium Parking Access located through a parking lot, not visible from the primary street.

Parking Design

Standard	Description
Location	Surface parking areas shall be located within the development and not along primary frontages. An exception may be made for accessible parking and visitor parking.
Visitor Parking	Where internal street networks are provided, visitor parking shall be permitted as on-street parking on the internal street with sufficient street width to accommodate parallel parking spaces.
Screening	Parking along other frontages visible from public streets are allowed if screened from view up to 42 inches from the ground plane by landscaping, rolling earth berms (2:1 slope), screen walls, landscaped fencing, or changes in elevation.
Parking Courts	Parking areas shall be divided into a series of connected smaller parking courts separated by landscaping.
Carports	Where a detached carport is proposed within a residential development, it shall be located within the side or rear yard of the building setback. Carports shall be a minimum of 10 feet from the primary building and at least 5 feet from the side or rear property line. Carports shall be painted to match the primary building and trim colors.



Parking Court provided within a multi-family development.



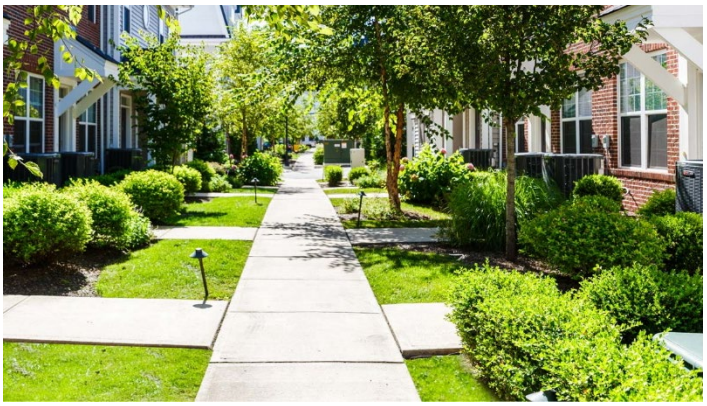
Detached carport deign matches the primary building colors.

Pedestrian Access and Bicycle Access and Parking

Standard	Description
Pedestrian Walkways	A pedestrian walkway shall be provided connecting surface parking areas to main entrances of buildings and the public sidewalk. The walkway shall be clearly marked (e.g., special paving or coloring).
Pedestrian Connections	Pedestrian connections shall be incorporated to connect between adjoining residential and commercial uses for mixed-use projects. All development types shall provide internal pedestrian connections throughout the project site. Internal pedestrian connections is a system of pedestrian walkways that connects to all buildings on a site, to on-site and street parking areas, on-site open space areas, and pedestrian amenities.
Landscaped Buffer	Walkways shall not be located directly against a building façade but buffered with a landscaped planting area 5-feet wide to provide privacy of nearby residences or private open space.
Bicycle Parking	Secure, covered bicycle parking in all residential projects shall be provided.
Bicycle Parking for Podium Projects	For podium projects with commercial ground floors, bicycle racks shall be provided in public view, within 50 feet of building entrances, not blocked by other street furniture or landscaping, and lit by external light sources.



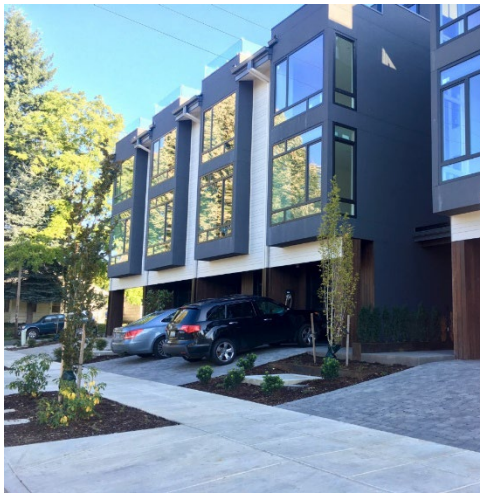
Internal pedestrian connections providing access to each building on the lot.



Landscaped buffer provided for walkways to each unit.

Residential Garage Parking

Standard	Description
Street Frontage	Garage doors may occupy no more than 40% of a building's street frontage and shall be recessed a minimum of 1.5 feet from a street-facing wall plane.
Design	Street-facing garage doors serving individual units that are attached to the structure must incorporate at least one (1) of the following so that the garage doors are visually subservient and complementary to other building elements: • Garage door windows or architectural detailing consistent with the main building. • Arbor or other similar projecting feature above the garage doors. • Landscaping occupying 50% or more of driveway area serving the garage (e.g, "ribbon" driveway with landscaping between two parallel strips of pavement for vehicle tires)
Interior Dimensions	Refer to Section 19.436.070 (Residential Parking Dimensions and Layout) of the Municipal Code. Each garage space shall be equipped with an automatic door opener and a roll-up sectional or similar garage door which does not extend onto the apron. For attached private garages, the design shall include adequate space for waste/solid storage and a water heater unit in addition to the minimum dimensions.



Garage doors and driveways provided along the street frontage



Projecting feature located above the garage door.

4.1.5 Service Access, Trash, and Storage Facilities

Intent: Provide convenient service access to residential developments. Design and locate trash and storage facilities so ~~that~~ they are not visually obtrusive.

Standard	Description
Access to Loading and Service Areas	Loading and service areas shall be concealed from view or shall be located at the rear of the site.
Trash Enclosures	Refer to the Municipal Code Section 19.724.010 (Trash Storage Facilities) for mixed-use developments and Section 19.424.010 (Trash Storage Facilities) for residential only developments.
Screening	When loading docks, utility equipment, and similar uses are visible from a street, adjacent commercial development or a neighboring property, they shall be screened using matching materials and/or landscaping with the primary building and surrounding landscaping. Trash enclosures shall be screened on at least 3 sides by a solid wall at least 6 feet in height.



Trash area provided within an enclosure and screened from view.



Utility equipment visible from the side street screened on 3 sides.

4.1.6 Open Space Areas

Intent: Provide well-designed communal open space areas that are centrally located and designed as "outdoor rooms" with opportunities to relax, socialize, and play. For-sale projects shall clearly assign maintenance duties to the Home Owners Association within their CCRs. The CCRs shall be reviewed and approved by the City Attorney and City staff prior to recordation.

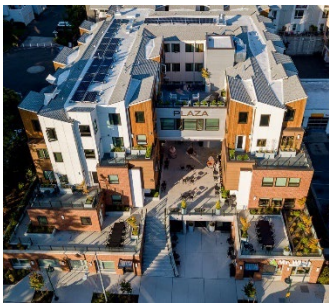
General

Standard	Description
Minimum and Type of Open Space	All multi-family and mixed-use residential developments under 200 units in total shall provide a total of 150 square feet and developments over 200 units shall provide 100 square feet of usable open space per unit with a minimum of 50% as common open space and the remaining 50% as either private or common open space. Every development that includes 5 or more residential units shall provide at least one (1) common open space area. Off-street parking and loading areas, driveways, and service areas shall not be counted as usable open space.
Location	Open space areas shall not be located directly next to arterial streets, service areas, or adjacent commercial development to ensure they are sheltered from the noise and traffic of adjacent streets or other incompatible uses. Alternatively, a minimum of 10 feet of dense landscaping shall be provided as screening between the open space area and arterial street, service area, or commercial development.
Useability	Open space surfaces shall include a combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing.

Common Open Space

Standard	Description
Minimum Dimensions	Common usable open space located on the ground level shall have no horizontal dimension less than 15 feet. Common upper-story decks shall have no dimension less than 10 feet. Roof decks shall have no horizontal dimension less than 15 feet, and no more than 20% of the total area counted as common open space may be provided on a roof.
Visibility	At least one (1) side of the common open space shall border residential buildings with transparent windows and/or entryways.
Pedestrian Walkways	Pedestrian walkways shall connect the common open space to a public right-of-way or building entrance.
Seating	All common open spaces shall include seating. Site furniture shall use graffiti-resistant material and/or coating and skateboard deterrents to retain the site furniture's attractiveness.
Amenity Features	Amenity features within common open space areas shall include at least three (3) of the following: • Swimming Pool and/or Spa • Tot lot, children's playground/play area • Plaza • Picnic areas with tables and chairs • Community garden • BBQ grills and/or picnic stations • Fire pits

	• Pocket dog park • Shade structures or pergolas • Outdoor chess/checkers boards • Public art walls or murals • Recreational courts (i.e., basketball, tennis, pickle ball) • Indoor fitness center • Outdoor fitness stations • Open lawn area that includes shade, seating, and tables. **Any amenity feature not listed above shall be reviewed by the Community and Economic Development Director for consistency with the intent of this requirement.*
Laundry Facilities	If a laundry area is not provided in every unit, a common laundry area shall be provided with a minimum of one (1) washer and one (1) dryer for every eight (8) units. Common laundry areas shall be centrally located to the units to be served.
Play Areas	Developments that include 15 or more units of at least one (1) bedroom or more must include children's play areas and play structures. Play areas shall provide shaded seating areas for parental supervision, such as benches under tree canopies or in close proximity to group picnic areas. Seating shall be designed to meet ADA requirements and shall be designed or located to discourage skateboard damage. This requirement does not apply to 100% senior housing developments. 
Openness and Buildings	There shall be no obstructions above the open space except for devices to enhance the usability of the space. Buildings and roofed structures with recreational functions (e.g., pool houses, recreation centers, gazebos) may be counted as common open space.

Plazas	The use of plazas that serve as a community-wide focal point for commercial activities for horizontal mixed-use and vertical mixed-use developments are allowed. The plaza shall be no less than 50 ft. x 50 ft. in size and shall have a street located on at least one (1) side of the Plaza. A minimum 10% landscape requirement applies.  
Community Garden	• An Accessory Structure such as a shed, greenhouse, hoophouse, or similar is allowed in compliance with the underlying zones Accessory Uses Standards. • The maximum size for a community garden shall be 20,000 sq. ft. • Underground utilities and easements may prohibit community garden location in some areas. • A perimeter fence at least 4 feet in height enclosing the entire community garden area. 
Outdoor Fitness Stations	At least 3 fitness stations shall be provided either grouped together or along a walkway or trail. Exercise/fitness stations on walkways should be between 50 and 200 yards apart. All outdoor fitness areas shall be ADA accessible. Fitness stations shall be durable and vandal resistant equipment for uses of all ages and fitness levels. All exercise/fitness equipment/stations shall be installed on concrete pads pursuant to manufacturer specifications.  

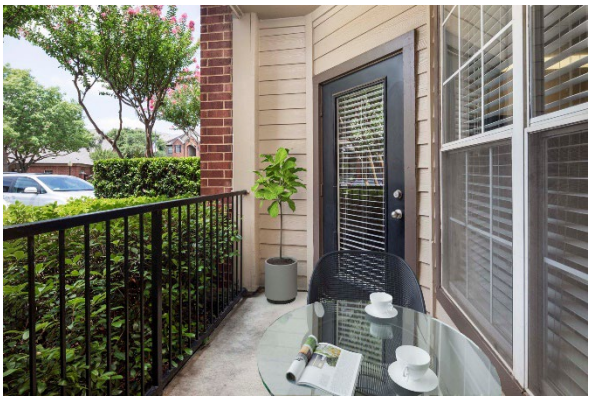
Pocket Dog Parks	Pocket dog parks shall be less than 0.5 acre and provide~~s~~ a common area for dogs of all sizes. Turf grass is required. Dog park amenities shall include at least one (1) drinking fountain with standard, ADA accessible, and dog bowl height fixtures; dog waste bags dispenser(s); at least two (2) garbage receptacles, and a shade structure over seating area. A perimeter fence at least 4 feet in height around the pocket dog park is required. If the pocket dog park is located near parking, the perimeter fence shall be 6 feet. Fencing shall be wrought-iron, however the spacing of the vertical pickets, must be close enough at the bottom 2 feet of the fence such that small or narrow dogs cannot escape. 

Private Open Space

Standard	Description
Minimum Dimensions and Type of Private Open Space	Private usable open space located on the ground level (e.g., yards, decks, patios) shall have no horizontal dimension less than 10 feet. Private open space located above ground level (e.g., porches, balconies) shall have no horizontal dimension less than 6 feet. No storage of any kind other than patio furniture, and decorative elements including plant materials shall be allowed within porches and balconies.
Accessibility	Private usable open space shall be accessible to only one (1) living unit by a doorway or doorways to a habitable room or hallway of the unit.
Openness	Above ground-level space shall have at least one (1) exterior side open and unobstructed for at least 8 feet above floor level, except for incidental railings and balustrades.



Private usable open space provided as balconies located above the ground.



Private usable open space located on the ground level provided as a patio.

4.1.7 RESERVED.

4.1.8 RESERVED.

4.1.9 RESERVED.

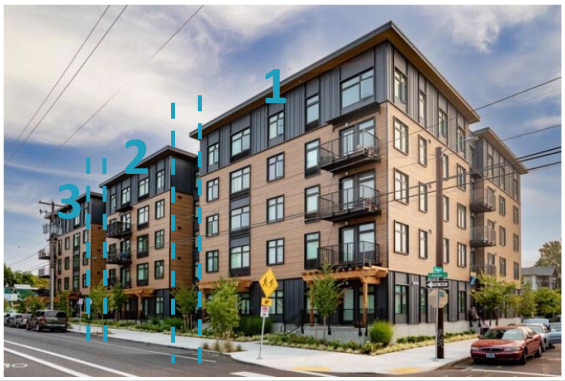
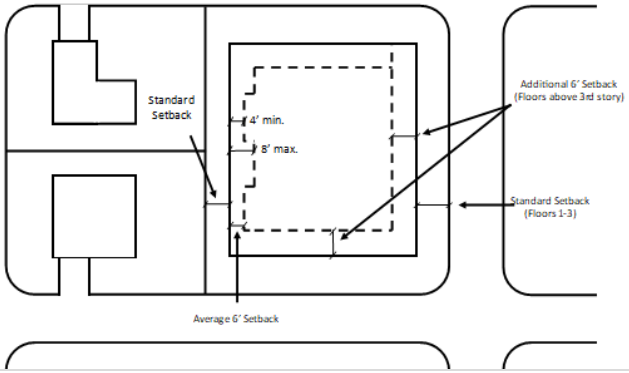
4.1.10 RESERVED.

4.2 Building Design Standards

4.2.1 Building Massing and Articulation

Intent: Design buildings to have various points of visual interest through architectural detailing, especially at the pedestrian level, and avoid creating a building with a bulky or monolithic appearance.

General

Standard	Description
	Building massing shall be articulated to reduce apparent bulk and size. All street-facing facades shall include at least one (1) change in plane (projection or recess) at least 4 feet in depth, or 2 changes in plane at least 2 feet in depth, for every 50 linear feet of wall. Such features shall extend the full height of the respective façade of single-story buildings, at least half of the height of two-story buildings, and at least two-thirds of the height of buildings that are 3 or more stories in height.
Massing Breaks	
Horizontal Stepback	Buildings exceeding 3 stories in height must provide a minimum horizontal stepback of 6 feet for all stories above the 3rd level on all street-facing elevations (including front and side yard façades and alley) and any elevation adjacent to a single-family residential zone or use. The stepback shall be measured horizontally from the exterior building wall or façade but may vary between sections of the elevation. The overall average stepback shall be a minimum of 6 feet for each floor above the third floor. For example, 50% of the building elevation on the fourth floor and above may have a 8-foot stepback, while the other 50% may feature a 4-foot stepback, resulting in an overall average stepback of 6 feet. Parking structures shall be exempt from this stepback requirement.
	

Architectural Styles Design	The Architectural Design Styles are located as a separate document. The Architectural Design Styles apply to all new development and any façade renovations that propose a change to any of the following: wall finishes, window trim finishes, roof materials, size of opening(s), architectural detail(s). To encourage variety in design, projects with more than 8 buildings shall utilize more than one (1) architectural style.
Architectural Detail and Design Features	Building walls along the street frontage shall have architectural detail (e.g., brackets, rafter tails, or dentils) at the cornice or roof eave. Architectural design features such as window treatments, awnings, moldings, projecting eaves, dormers, and balconies, shall be continued or repeated upon all elevations of a building facing a primary or secondary street, or a common open space.
Façade Articulation	Buildings of 4 stories or more shall have a clearly defined base and roof edge so that the façade has a distinct base, middle, and top. Elements to articulate a building's façade shall include: • The top of the building shall have one (1) or more of the following: a cornice line with minimum 6-inch overhang; a parapet with minimum 6-inch cap; eaves with brackets or other detailing; upper floor setbacks; and/or sloped roof forms. • The middle or body of the building shall have a façade made up of regular components including one or more of the following: consistent window pattern; repeating bay windows; regularly spaced pilasters; recesses; or other vertical elements. • The base of the building shall have one or more of the following: recessed ground floor; a continuous horizontal element at the top of the ground floor; and enhanced window or entry elements such as awnings or canopies. Where pedestrians have access to the base of the building, high quality, durable, and easy to clean materials and finishes shall be used, such as stone, brick, cementitious board, glass, metal panels, and troweled plaster finishes. • The elements comprising the base, middle, and top to the building may be interrupted by a protruding vertical element such as a tower, or a recessed vertical element such as a massing break, an entry, or a courtyard.  
Rooflines	Rooflines shall be segmented and varied within an overall horizontal context. Roofline ridges and parapets shall not run unbroken for more than 100 feet. Variation may be accomplished by changing the roof height, offsets, direction of slope, and by including elements such as dormers.

Vertical Mixed-Use

Standard	Description
Ground Floor	For residential buildings with ground floor commercial uses, the floor-to-floor height of the ground floor shall be at least 15 feet to ensure appropriate scale of the base of the building in relation to the upper floors.
Pedestrian-Oriented Features	For residential buildings with ground floor commercial uses, a minimum of 30% of the building frontage facing a public street shall be devoted to pedestrian-oriented features, including storefronts, pedestrian entrances to nonresidential uses, transparent display windows, and landscaping. As an example, the minimum 30% requirement applies proportionally to the length of the building frontage that is dedicated to ground floor commercial uses. For example, if 50% of the ground floor is used for commercial purposes, then 15% (50% of 30%) of the total building frontage facing a public street should be devoted to pedestrian-oriented features, such as storefronts, pedestrian entrances, transparent display windows, and landscaping.



Vertical mixed-use with ground floor restaurant with outdoor dining.



Vertical mixed-use with ground floor commercial uses and pedestrian-oriented features such as transparent windows.

Townhomes

Standard	Description
Attached Units Limit	For townhouses that face onto a street, the maximum number of attached units per building shall be 10.
Roof Form	No more than 4 side-by-side units may be covered by one unarticulated roof. Variation may be accomplished by changing the direction of slope, and by including elements such as dormers.



Attached townhomes with project elements such as dormers.



Attached townhomes with no more than 10 units per building facing the street.

4.2.2 Entryways

Intent: Design entryways to be visually prominent as well as provide weather protection to pedestrians.

Common Entries

Standard	Description
Primary Building Entries	Primary building entries, including courtyard doors or gates used at multi-family buildings or residential lobbies for mixed use buildings, shall be recessed into entry bays and accented with treatments that add three-dimensional interest to the façades and enhance the sense of entry into the building through one or more of the following treatments: • Marked by a taller mass above, such as a modest tower or within a volume that protrudes from the rest of the building surface. • Accented by special architectural elements which may include canopies, overhanging roofs, awnings, and trellises. • Indicated by a recessed entry or recessed bay in the façade.
Dimensions	• One (1) common entry for every 50 feet of building frontage. • The common entrance shall not be less than 40 square feet and shall be a minimum of 6 feet in width. • Common entries shall provide a minimum of 8 feet in clear height.
Upper Floor Units	Entrances to upper floor units shall be accessed exclusively through a shared lobby entrance to ensure that access to upper floor units is centralized and streamlined through a common lobby entrance, promoting convenience, security, and efficient use of space.



Common entry leading into a courtyard for residential development.



Common entrance for upper floor units provided through a shared lobby entrance.

Entries for Residential Only

Standard	Description
Entry Details	Each entry to a dwelling unit shall be emphasized and differentiated through architectural elements such as porches, stoops, dooryards, roof canopies, and detailing that provides ground level space. The space next to the porch shall be used for landscaping.
Entry Connections	The space in front of the porch shall lead directly to the sidewalk if facing a street or lead to common landscaping and pedestrian paths if facing communal space.



Dwelling unit entries emphasized through architectural elements such as stoops and canopies.



Porches connecting to sidewalks that face a communal space.

Vertical or Horizontal Mixed-Use

Standard	Description
Ground Floor Elevation	At street-fronting entrances, the elevation of the retail or commercial ground floor shall be at the grade of the adjacent sidewalk.
Entry Design	Where development includes ground floor commercial uses, ground-floor façades shall be designed to give individual identity to each separate establishment through the use of signage and/or individual awnings; unique corner treatments, like rounded or angled facets, or a corner tower, above the entry; architectural elements, such as columns, porticos, overhanging roofs, and ornamental light fixtures; and/or changes in roofline or articulation in the surface of the wall. Operable windows or decorative accordion-style doors/windows are permitted but shall not project into the Right-of-Way.
Galleries	A gallery is an at-grade covered structure articulated with colonnade or arches and overlaps the sidewalk. The gallery is allowed to be up to two (2) stories in height. A gallery shall maintain a consistent depth along the entire primary and/or secondary front façade of a minimum of 8 feet. The gallery shall be setback from the sidewalk a minimum of 2 feet. The minimum clear height shall be 12 feet from grade on the 1st story and the 2nd story shall maintain a minimum height of 9 feet. The 2nd story of the gallery shall have a roof. Galleries may extend over the sidewalk within the public right-of-way, subject to approval from the Public Works department. Galleries shall be supported by columns or piers made of concrete/cast stone, fiberglass, or stucco. Archivolts and imposts shall be expressed using similar materials or appearance.





4.2.3 Building Materials and Finishes

Intent: Accentuate building design through quality building materials and attractive finishes.

General

<table>
<tr><th>Standard</th><th>Description</th></tr>
<tr><td>Allowed Building Materials</td><td>The façade materials are comprised of primary, secondary, and accent materials. Finish materials shall be materials that are high quality and durable. Appropriate building materials include:

<table>
<tr><th colspan="2">Allowed Materials</th></tr>
<tr><th>Element</th><th>Materials</th></tr>
<tr><td colspan="2">Primary Materials</td></tr>
<tr><td>Wall</td><td></td></tr>
<tr><td>Wall Cladding</td><td>Shingle and lap siding, composite wood, fiber cement, stone, and stucco</td></tr>
<tr><td>Base</td><td></td></tr>
<tr><td>Base or Foundation</td><td>Brick, concrete, stone, cast stone, stucco, composite wood, fiber cement</td></tr>
<tr><td colspan="2">Secondary/Accent Materials</td></tr>
<tr><td>Roof and Roof Elements</td><td></td></tr>
<tr><td>Roofing</td><td>Asphalt shingles, standing seam metal, terracotta clay barrel tiles, slate</td></tr>
<tr><td>Rake and Eave</td><td>Composite wood, wood, stucco</td></tr>
<tr><td>Cornice</td><td>Composite wood, stucco, brick, stone, concrete, metal</td></tr>
<tr><td>Brackets</td><td>Composite wood, wood, stucco, metal</td></tr>
<tr><td>Gutter</td><td>Metal ogee or half-round</td></tr>
<tr><td colspan="2">Windows, Bay Windows, and Entry Doors</td></tr>
<tr><td>Trim or Surround</td><td>Composite wood, wood, fiber cement</td></tr>
<tr><td>Entry Door</td><td>Wood, aluminum, fiberglass, composite</td></tr>
<tr><td>Window Frames</td><td>Wood, aluminum clad wood, aluminum, fiberglass</td></tr>
<tr><td>Glazing</td><td>Clear glass</td></tr>
<tr><td colspan="2">Porches/Balconies</td></tr>
<tr><td>Columns</td><td>Composite wood, fiberglass, metal, stucco, concrete, stone</td></tr>
<tr><td>Railing</td><td>Composite wood, metal, wrought iron</td></tr>
<tr><td colspan="2">Commercial Fronts</td></tr>
<tr><td>Commercial Front</td><td>Composite wood, wood, metal</td></tr>
<tr><td>Commercial Front Base</td><td>Wood panels, brick, tile, fiber cement, stone, cast stone.</td></tr>
</table>

*Building materials not illustrated in this table shall be approved by the Community and Economic Development Director.</td></tr>
</table>

Brick and Stone Veneer	If used, brick and stone veneer shall be mortared and wrap around corners to give the appearance that they have a structural function and minimize a veneer appearance.  
Prohibited Building Materials	The following materials are inappropriate because they do not uphold the quality or lifespan that is desirable for new development: • Mirrored glass, reflective glass, or heavily tinted glass • Vinyl siding • Vertical wood sheathing such as T-III • Plywood or similar wood • Hardboard • Galvanized metal
Masonry Openings	Wall openings surrounded by masonry finish materials shall be spanned by one (1) of the following: 1. Arch • All joints within the arch shall align with a shared point on the center line of the opening. • The arch shall not have a joint directly on the center line of the opening. • If a keystone is present, it shall be centered on the center line of the opening 2. Lintel • The height of the lintel shall be no less than one-eighth of the width of the opening. • The lintel shall extend beyond the opening by at least half of its height on both sides. • The height of the lintel shall be greater than that of the sill or apron.
Colors	Each building shall have a maximum of three (3) colors applied to its façade. The colors shall be distributed as follows: • One (1) primary color, occupying 50% or more of the façade. • One (1) secondary color, comprising no more than 45% of the façade. • One (1) accent color to be used on trim and architectural details. *Note: Materials that have naturally-occurring coloration, such as metal, wood, tile, stone, brick, and glass, may count towards either secondary color or accent color.*

4.2.4 Window/Glazing

Intent: Design and locate windows so ~~that~~ they provide well-proportioned articulation to building façades. In order to impart a human scale, openings should be in a vertical proportion which relates to the human body.

General

Standard	Description
Street Frontage	Building walls along all street frontages shall have windows at all floors above ground level.
Orientation and Proportion	Buildings shall include vertically oriented and proportioned façade openings with windows that have a greater height than width (an appropriate vertical/ horizontal ratio ranges from 1.5:1 to 2:1). Where glazed horizontal openings are used, they shall be divided with multiple groups of vertical windows. Smaller windows in utility areas or bathrooms may be horizontally proportioned.
Recess	Along primary and secondary street frontages, window frames shall be recessed and not flush against the walls. In these locations, shaped frames and sills, detailed with architectural elements such as projecting sills, molded surrounds, or lintels, shall be used to enhance window openings and add additional relief.  
Glazing	Glass shall be clear with a minimum of 80% light transmission. Mirrored and deeply tinted glass or applied films that create mirrored windows and curtain walls are prohibited. To add privacy and aesthetic variety to glass, fritted glass, spandrel glass, and other decorative treatments are appropriate

4.2.5 Projecting Elements

Intent: Design projecting elements so that they provide visual interest and articulation of building façades.

Awnings

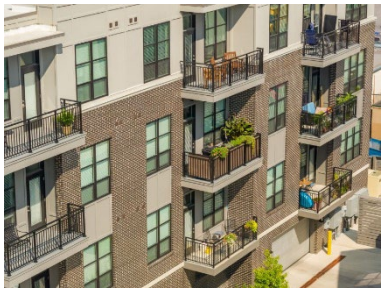
Standard	Description
Frequency	For buildings with ground floor commercial uses, awnings shall be provided over each storefront, located within the individual structural bays.
Projection	Awnings and canopies shall not project more than 4 feet from the façade.
Height	The height of all awnings above the sidewalk shall be consistent, with a minimum clearance of 8 feet provided between the bottom of the valance and the sidewalk. Valances shall not exceed 18 inches in height.
Lighting	If used, lighting for awnings shall be from fixtures located above the awnings. Backlighting of transparent or translucent awnings are not allowed.





Balconies, Decks, and Trellises

Standard	Description
Projection	Balconies and decks shall not project more than 6 feet from the façade.
Proportion	The distance between supporting columns, piers, or posts on trellises or balconies shall not exceed their height.





Bay Windows

Standard	Description
Projection	Bay windows shall not project more than 3 feet from the façade nor exceed 8 feet in length.
Horizontal Separation	If more than one bay window is provided on a façade, there shall be at least 4 feet of horizontal separation between the two bay windows.
Design	Windows shall be provided on all sides of the bay window and consist of a vertical orientation and proportion. Changes in wall finish material shall occur at the boundaries between bays rather than within a bay.





4.2.6 Roofs

Intent: Design rooflines to have visual interest, use roof materials that are durable, and ensure ~~that~~ roofing materials/colors and equipment do not become a visual detriment to surrounding properties.

General

Standard	Description
Roof Materials	Appropriate types of roof materials include: • Slate or fiber cement shingles • Clay or concrete tile roofs • Coated metal • Composite roofing materials made of recycled natural fiber and recycled plastic • Tar, gravel, composition, or elastomeric materials (concealed by a parapet/cornice)
Prohibited Roof Materials	Reflective roofing materials shall not be used on roof surfaces that are visible from either ground level or elevated viewpoints.
Equipment Screening	All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall be screened from public view and architecturally integrated into the building design, and consolidated to a minimal number of locations.
Vent Pipes	Vent pipes that are visible from streets, sidewalks, plazas, courtyards, and pedestrian walkways shall be painted to match the color of the roof to make them less conspicuous.
Gutter/Downspouts	All roofs shall include gutters/downspouts that: • Drain directly into a cistern, landscaped area, or storm drain system. • Match the trim or body color of the façade. • Are inconspicuously located, unless consistent with the design of the building's architectural style (e.g., Spanish Revival).
Roof Overhangs	Roof overhangs shall not extend over a neighboring parcel or more than 3 feet over a public sidewalk (subject to the approval of an encroachment agreement by the Public Works Department.

4.2.7 RESERVED.

4.2.8 RESERVED.

4.2.9 RESERVED.

4.2.10 RESERVED.

4.3 Landscaping and Open Space Standards

4.3.1 Landscaping

Intent: Provide well-maintained landscape that enhance residential buildings and outdoor private and public spaces.

General

Standard	Description
Minimum Landscaped Area	All projects shall have a minimum 15% landscaping within each of the three (3) development types.
Front Yard Landscaping	All portions of required front yards, except those areas occupied by pedestrian or vehicular access ways, shall be landscaped. Required setbacks and corner landscaping shall not be counted toward the minimum 15% requirement.
Materials	Landscaped areas shall incorporate plantings utilizing a three-tier system: (1) grasses and ground covers, (2) shrubs and vines, and (3) trees. 
Design	Landscaping designs shall include two (2) or more of the following planting design concepts: • Placement of specimen trees (48-inch box or more) in informal groupings or rows at major focal points. • Use of landscape to create shadow and patterns against walls. • Use of landscape to soften building lines and emphasize the positive features of the site. • Use of flowering vines on walls, arbors, or trellises. • Trees to create canopy and shade, especially in parking areas and passive open space areas. • Berms, plantings, and walls to screen parking lots, trash enclosures, storage areas, utility boxes, etc. • Palm trees planted in community pool areas and as primary focal points of the project.
Ground Cover Materials	Ground cover shall consist of live plant material. Pervious non-plant materials such as permeable paving, gravel, colored rock, cinder, bark, and similar materials shall not cover more than 10% of the required landscape area. Mulch shall be confined to areas beneath shrubs and trees and shall not be used as a substitute for ground cover plants.
Size and Spacing	Plants shall be of the following size and spacing at the time of installation: • Ground cover plants other than grasses must be at least four-inch pot size. Areas planted in ground cover plants other than grass seed

	or sod must be planted at a rate of at least one per 12 inches on center. • Shrubs shall be a minimum size of one (1) gallon. • Trees shall be a minimum of 15 gallons in size with a one-inch diameter at breast height (dbh). At least one specimen tree with a 24-inch or larger box size shall be planted in the landscaped area of the front yard setback.
Protection from Encroachment	Landscaping shall be protected from vehicular and pedestrian encroachment by raised planting surfaces and the use of curbs. Concrete step areas shall be provided in landscape planters adjacent to parking spaces.
Interference with Utilities	Plant materials shall be placed so that they do not interfere with the lighting of the premises or restrict access to emergency apparatus such as fire hydrants or fire alarm boxes and ladder pads. Trees or large shrubs shall not be planted under overhead lines or over underground utilities if their growth might interfere with such public utilities. Trees and large shrubs shall be placed as follows: • A minimum of 6 feet between the center of trees and the edge of a driveway, a water meter, gas meter, and sewer laterals. • A minimum of 20 feet between the center of trees and the beginning of curb returns at intersections to keep trees out of the line-of-sight triangle at intersections. • A minimum of 15 feet between the center of trees and large shrubs to utility poles and streetlights. • A minimum of 8 feet between the center of trees or large shrubs and fire hydrants and fire department sprinkler and standpipe connections.
Staking and Root Barriers	All trees shall be securely staked with double staking and/or guy-wires. Root barriers shall be required for any tree placed within 10 feet of pavement or other situations where roots could disrupt adjacent paving/curb surfaces.
Automatic Sprinkler Controllers	Automatic sprinkler controllers shall be installed to ensure that landscaped areas will be watered properly. Backflow preventors and anti-siphon valves shall be provided in accordance with current codes.
Sprinkler Heads	Sprinkler heads and risers shall be protected from car bumpers. “Pop-up” heads shall be used near curbs and sidewalks. The landscape irrigation system shall be designed to prevent run-off and overspray.
Enclosures	All irrigation systems shall be designed to reduce vandalism by placing controls in appropriate enclosures.
Surface Parking Landscaping	Surface parking landscaping shall include a minimum of one (1) of the following: • One (1) landscaped finger island shall be provided for every 10 parking spaces. Landscaped planters shall be no less than 3 feet in width in all interior dimensions. All end parking stalls shall be adjacent to landscape planters. • One (1) landscaped diamond planter with a minimum of 25 square feet located at the head of parking stalls and may encroach into the parking stall space. One (1) diamond planter shall be provided for every 5 parking spaces. • One (1) landscaped half-diamond planter with a minimum of 25 square feet located at the head of parking stalls and may encroach into the parking stall space. One (1) half-diamond planter shall be provided for every 10 parking spaces.

Landscaped Buffer	For developments that abut any single-family zone or industrial zone, a row of trees at least 10 feet in width shall be located adjacent to all buildings that abut a single-family or industrial property.
Turf	Within areas featuring artificial turf, the placement of these turf areas shall be limited to high-activity foot-traffic areas or recreational use only and shall have a minimum 10-foot diameter. A material sample shall be submitted to the Planning Division for review prior to installation by a licensed contractor and shall have a minimum 8-year "no fade" product warranty. The turf shall be maintained in a green, fadeless condition and shall be maintained free from stains, weeds, debris, tears, holes, or impressions. Areas of living plant material such as shrubs, vines, and flowering ground covers, shall be included within the overall landscape design when installing turf.
Compliance with City Guidelines	All landscaped areas within the project site shall ensure compliance with the Guidelines for Implementation of the City of Buena Park's Water Efficient Landscape Ordinance.
Tree Removal within public right-of-way	Any existing trees located on public development site shall require a Removal Permit pursuant to Section 12.20.040 of the Buena Park Municipal Code.





4.3.2 Walls and Fences

Intent: Design walls and fences to include durable materials, be visually pleasing, and avoid creating a continuous, imposing barrier along street frontages. The design of walls and fences, along with the materials selected, should harmonize with the overall design of the entire development.

General

Standard	Description
Prohibited Fencing	Chain link fencing or plain concrete block walls (i.e., precision block) for fences and gates is not permitted.
High Activity Areas and Street Frontages	Visually penetrable materials (e.g., wrought iron or tubular steel) shall be used in areas of high activity (i.e., pools, playgrounds) and areas adjacent to street frontage.
Material Durability	Wall design and selection of materials shall consider maintenance issues, especially graffiti removal and long-term maintenance. Decorative capstones on stucco walls are required to help prevent water damage from rainfall and moisture.
Materials	Wall materials shall be brick, slump stone, tile, textured concrete, stucco on masonry, or steel framing, or other material walls ~~which~~ that require little or no maintenance are required. The style of the wall shall be the same or similar to the architectural style of the project.
Fence Height	Solid fences and walls are allowed anywhere on a site but shall not exceed 3 feet in height. Wrought-iron fencing that is not view obscuring, is allowed anywhere on a site but shall not exceed 4 feet in height.
Visual Interest	Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls. Perimeter walls shall incorporate wall inserts and/or decorative columns or pilasters to provide relief. The maximum unbroken length of a perimeter wall shall be 50 feet. Solid perimeter walls may be permitted.
Perimeter Walls	All exterior perimeter walls located along public streets shall have an offset of a minimum of 5 feet deep for every 50 linear feet to 75 linear feet of the wall length. All non-transparent perimeter walls and/or fences shall be architecturally treated on both sides and shall incorporate landscaping whenever possible. Perimeter walls and fencing shall be no more than 8 feet in height.
Retaining Walls	All retaining walls located within the front yard setback and side street setback or visible from the public sidewalk adjoining the development shall not exceed 4 feet in height and shall include a landscaped planter in front of the wall.
Screening and Noise Mitigation	Screen walls, sound walls, and retaining walls shall be used to mitigate noise generators and provide privacy for residents.
Gates and Barriers	Driveway and pedestrian path access points into the building site may be gated or otherwise restrict public access. The fencing height for the entrance of a gated community shall not exceed 8 feet in height and shall not be view-obscuring. Gated entries shall provide a queuing distance in front of the gate to accommodate a minimum of 2 vehicles or more.
Setbacks	Fences and walls shall be located no more than five (5) feet from the setback line and no more than the bottom three (3) feet of the fence and/or wall shall be view-obscuring.

4.3.3 RESERVED.

4.3.4 RESERVED.

4.3.5 RESERVED.

4.4 Lighting Standards

4.4.1 Pedestrian Lighting

Intent: Provide lighting that enhances visibility and creates a safe pedestrian environment while minimizing visual disturbances such as glare. Lighting fixtures should be architecturally compatible with the buildings and belong to the same design "family," encompassing design, materials, color, style, and the quality of light.

General

Standard	Description
Pedestrian Safety	Areas used by pedestrians shall be illuminated at night to ensure safety. These areas include: • Surface parking lots and parking structures (entrances, elevators, and stairwells) • Sidewalks, walkways, and plazas • Building entrances (including rear and service entrances) • Trash enclosures • Alleys • Automated Teller Machines (ATMs)
Height	The height of luminaries shall not exceed 16 feet in height from grade.
Prohibited Lighting	No outdoor lights shall be permitted that blink, revolve, flash, or change intensity.
Illumination Level	Exterior doors, aisles, passageways, and recesses shall have a minimum level of light of one foot-candle during evening hours. These lights shall be equipped with vandal-resistant covers.
Street Lighting	Street lighting shall be installed inside the project along the network of internal streets.
Glare	All outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the project site intended to be illuminated. The light level at property lines shall not exceed 0.3 foot-candles.
Concealment	Light sources for wall washing and tree lighting shall be hidden.
Public Spaces	Lighting may also be used to highlight trees and similar features within public and private plazas, courtyards, walkways, and other similar outdoor areas and to create an inviting and safe ambiance.
Design of Fixtures	Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed 18 feet above the finished grade. Architectural features may be illuminated by up-lighting, provided that the lamps are low intensity, and fully shielded such that no glare or light trespass is produced.
Energy Efficiency	Outdoor lighting shall utilize energy-efficient fixtures and lamps such as metal halide, hard-wired compact fluorescent, LED, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than 10,000 hours.

4.4.2 Parking Lot Lighting

Intent: Provide lighting that helps create visibility and a safe environment for pedestrians and vehicles while minimizing visual nuisance like glare.

General

Standard	Description
Height	Surface parking lot lighting fixtures shall not be on poles over 25 feet high.
Illumination Level	Energy-efficient, full-cutoff pole fixtures shall be utilized to provide adequate light levels for safety at parking lots. A minimum of 1.0 footcandle throughout the parking lot and 2.0 foot-candles at the entrance/exit. The minimum lighting requirement of entrances and exits for a parking structure shall be 2.0 foot-candles and the minimum lighting requirement of parking areas within the parking structure shall be 2 foot-candles.
Energy Efficiency	Outdoor lighting shall utilize energy-efficient fixtures and lamps such as metal halide, hard-wired compact fluorescent, LED, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than 10,000 hours.
Glare	All outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the project site intended to be illuminated. The light level at property lines shall not exceed 0.3 foot-candles.

4.4.3 RESERVED.

4.4.4 RESERVED.

4.4.5 RESERVED.

4.5 Signage Standards

4.5.1 General

Intent: Locate and design signs so ~~that~~ they do not become a visual nuisance nor project onto the public sidewalk.

General

Standard	Description
Appropriate Signage	The following signs shall be permitted within the Housing Incentive Overlays: • Monument Sign • Canopy Sign • Projecting Sign • Wall Sign • Window Sign • Directory Sign Objective Design and Development Standards in this Section are provided for Monument Signs and Directory Signs only. Other signs not provided in this Section shall meet the development standards provided in Division 9 (Sign Regulations) of the Zoning Code. *The signs listed above may require a sign permit. See Division 9 (Sign Regulations).
Zoning Code	The signage standards shall be consistent with Division 9 (Sign Regulations) of the City of Buena Park's Zoning Code. Where the signage standards in this document are silent, the Zoning Code shall prevail. The signage shall be applicable to the use of the development (See Chapter 19.908 for Residential Uses and Chapter 19.912 for Commercial Uses). The Objective Design Standards below are provided in addition to the development standards provided in the City of Buena Park's Zoning Code.
General Signage Design Standards	• Light backgrounds create glare when illuminated, thus shall not be provided within the HIO's. • One (1) sign per frontage permitted. • A sign program is required for new development within the HIO's. New building design should provide logical sign areas, allowing flexibility for new users as the building is re-tenanted over time. • All signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting so ~~that~~ they are complementary to the overall design of the building and are not in visual competition with other signs in the area. • There shall be no exposed raceways for illuminated signs. • Landscaping and irrigation shall be designed around the base of freestanding signs to integrate the sign with the ground plane and screen out any low level flood lights. Irrigation shall be designed so it does not damage the sign. • Dark colored backgrounds on signs are generally encouraged. Stark white or extremely bright or neon background colors such as bright red, orange or yellow are discouraged.



Example of Monument Sign



Example of Canopy Sign



Example of Wall Sign



Example of Projecting Sign



Example of Directory Sign



Example of Window Sign

4.5.2 Allowable Signage

Intent: Provide non-obtrusive signs that are harmonious with the landscape and architectural style of the project.

Monument Signs

Standard	Description
Location	Monument signs shall be located within a landscaped planter or other landscaped area within the front yard setback at the primary project entry.
Size	Monument signs shall include a solid base not exceeding 2 feet in height. Monument signs shall not exceed 8 feet in total height, including the solid base. In the event the monument sign includes any framing or support structures, the total height shall not exceed 10 feet.
Frequency	There shall be no more than one (1) monument sign for 750 linear feet of street frontage. For street frontages of more than 750 feet, monument signs shall be no closer than 300 feet from one another.
Design	Monuments are vital for creating community identity and placemaking. They blend into surroundings, serving as entry and exit points, ensuring aesthetic and functional transitions. Neighborhood monuments should match the community entry monument or local architecture in style, but on a smaller scale. The standards apply to both community and neighborhood monuments, including creating distinctive identities, enhancing placemaking through signs, trees, landscaping, and lighting, maintaining sight lines,

designing monuments as low garden walls with landscaping, and aligning them with architectural themes of primary structures.



Back-lit lettering encouraged for residential and mixed-use projects to convey a subtle and attractive appearance.



Monument sign is located at the ingress and egress point of the site within a landscaped planter.



Monument sign is compatible with the architectural design.

Directory Sign

Standard	Description
Location	A directory sign shall be located within the front yard setback as a free-standing sign or mounted on the primary building façade that faces the street. The free-standing directory sign shall be a minimum of 2 feet from the right-of-way.
Size	A freestanding directory sign shall be a minimum of 3 feet wide and a maximum of 8 feet in height. A wall mounted directory sign shall not exceed 8 feet in height and shall be located a minimum of 3 feet from the ground floor. The directory sign shall not exceed 10 square feet.
Frequency	Both the wall mounted and the freestanding signs are allowed on the same project site if separated by at least 35 feet.
Design	A directory sign shall only provide the names of businesses and residences and the associated addresses. Driveway directional signs shall only be used for projects where circulation is complex and traffic must proceed through the site along a specific path for service. Where the layout of the parking lot and driveways are obvious and clearly apparent to the driver entering from the street, directional signage is not appropriate. Directory signs may include a small map of the building or complex, if applicable. Freestanding directory signs with directories of tenant located near vehicular entrances to shopping areas are discouraged.



Building Directory Sign



Development Directory Sign

4.5.3 RESERVED.

4.5.4 RESERVED.

4.5.5 RESERVED.

CHAPTER 5. HOTEL/MOTEL CONVERSION OVERLAY

5.1 Purpose

The purpose of this Chapter is to facilitate the conversion of existing transient residential structures, such as hotels and motels, into permanent multi-family housing for lower-income households by establishing a regulatory framework for review of the location, configuration, design, and compatibility of the proposed use with surrounding uses and to ensure the suitability of the site for the proposed converted use as well as a high level of livability for residents.

5.2 Definitions

The following definitions apply for the purposes of this Chapter.

“Affordable Housing Cost” shall have the same meaning as in Health and Safety Code Section 50052.5.

"Affordable Rent" shall have the same meaning as in Health and Safety Code Section 50063.

“Displace” or “Displacement” shall mean vacating a Rental Unit in a Hotel or Motel upon notice from the owner or applicant that the owner or applicant seeks to withdraw all the Rental Units in the Hotel or Motel for the purpose of converting the Hotel or Motel to permanent multifamily housing pursuant to the provisions of Division 4 (Multi-Family Zones) of the Municipal Code.

“Eligible Household” means a displaced residential household whose annual household income does not exceed 50 percent of the area median income (AMI) for Orange County as adjusted for household size according to the United States Department of Housing and Urban Development, as may be adjusted from time to time, and whose rental payments remain current through the date of displacement. Notwithstanding the foregoing, an Eligible Household shall not include any of the following:

1. A household whose occupancy ended due to the expiration of a term lease and the tenancy was not extended by the operation of Civil Code Section 1945;

2. The residential household (a) is in the process of being evicted pursuant to the terms of the rental agreement for failure to pay rent or other breach of the rental agreement; or (b) has been judged guilty of unlawful detainer pursuant to Code of Civil Procedure Section 1161; or (3) has entered into a stipulated agreement in an unlawful detainer action which required vacation of the premises; or

3. The residential household received written notice, prior to entering into a written or oral agreement to become a tenant, that an application to convert their rental unit pursuant to the provisions of this Chapter was on file with the City of Buena Park or had already been approved and would result in their displacement.

“Hotel or Motel” means any hotel, motel, bed and breakfast inn, or other similar transient lodging establishment containing one (1) or more guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes and dwelling purposes by guests, whether rent is paid in money, goods, or services. Hotel or Motel does not include any jail, health facilities as defined in Section 1250 of the California Health and Safety Code, asylum, sanitarium, orphanage, prison convent, rectory, residential care facility for the elderly as defined in Section 1569.2 of the Health and Safety Code, residential facilities as defined in Section 1502 of the Health and Safety Code or other institution in which human beings are housed or detained under legal restraint, or any private club and nonprofit organization.

"Hotel/Motel Conversion" is any action that converts any building or structure used for transient lodging in which there are five (5) or more transient guest rooms by a change of use to multi-family housing that may be utilized as Senior Housing or other types of housing. Such a conversion may affect an entire building or structure used for transient lodging, or any portion thereof so long as the portion includes five (5) or more units.

"Lower Income Household" shall have the same meaning as in Health and Safety Code Section 50079.5.

"Relocation Assistance Agency" means a relocation assistance specialist, agency, and/or other third-party agency hired by the City of Buena Park and paid for by the applicant to assist with the relocation process set forth in this Chapter.

"Rental Unit" means any room or other unit in a Hotel or a Motel that has been continuously occupied by a Tenant for thirty (30) or more days pursuant to a lease or rental agreement, whether written or oral.

"Senior Citizen" means a person sixty-two (62) years or older, or fifty-five (55) years of age or older who lives in Senior Housing.

"Senior Housing" means any residential development developed, substantially rehabilitated, or substantially renovated for Senior Citizens.

"Special Circumstances Household" means an Eligible Household with any of the following characteristics:

1. At least one (1) member is sixty-two (62) years of age or older;

2. At least one (1) member qualifies as disabled as defined by Title 42, United States Code, Section 423, or handicapped as defined by California Health and Safety Code Section 50072; or

3. At least one (1) member is a minor child (under eighteen (18) years of age) who is legally dependent (as determined for federal income tax purposes).

"Tenant" means a tenant, subtenant, lessee, sublessee or any other person or household entitled to the use of occupancy of a Rental Unit under a valid lease or rental agreement, whether written or oral, with the owner or operator of a Hotel or Motel.

"Very Low Income Household" shall have the same meaning as in Health and Safety Code Section 50105.

5.3 Location Criteria

This Chapter applies to three (3) specific sites within the City.

APN 136-172-14 (0.52 acres)

- Underlying Zone: CG, Commercial General
- Minimum Number of Units: 20
- Maximum Number of Units: 25
- Year Built: 1980
- Distance to Public Transit Route: Less than 300 feet
- Distance to Medical Clinic: 0.3 miles
- Distance to Pharmacy: 0.6 miles
- Distance to Grocery Store: 0.2 miles

APN 136-172-15 (0.41 acres)

- Underlying Zone: CG, Commercial General
- Minimum Number of Units: 20
- Maximum Number of Units: 25
- Year Built: 1983
- Distance to Public Transit Route: Less than 300 feet
- Distance to Medical Clinic: 0.3 miles
- Distance to Pharmacy: 0.6 miles
- Distance to Grocery Store: 0.2 miles

APN 276-381-09 (1.70 acres)

- Underlying Zone: CM, Commercial Manufacturing
- Minimum Number of Units: 20
- Maximum Number of Units: 98
- Year Built: 1968
- Distance to Public Transit Route: Less than 300 feet
- Distance to Medical Clinic: 0.2 miles
- Distance to Pharmacy: 0.8 miles
- Distance to Grocery Store: 0.6 miles

5.4 Application and Approval

The conversion of hotel, motel or other transient residential structures to permanent multi-family housing shall be processed as follows:

A. **Hotel/Motel Conversion Permit.**

1. **Applicability.** A Hotel/Motel Conversion Permit is required for the conversion of hotels, motels, and other transient lodgings to multi-family residential use. A Hotel or Motel is only eligible for conversion under this Chapter if its use as a Hotel or Motel has been permitted by the City of Buena Park, with a valid business license from the City of Buena Park for at least ten (10) years.

2. **Application requirements.** An application for a Hotel/Motel Conversion Permit shall be filed in compliance with Section 19.128.020 of the Buena Park Municipal Code (Conditional Use Permit). The application shall be accompanied by the information identified in the Department application form for Hotel/Motel Conversion Permit applications, including, but not limited to the following:

   i. **Parcel Information.** The zoning and general plan designations and assessor's parcel number(s) of the sites on which the Hotel/Motel Conversion is proposed;

   ii. **Project Description**. A narrative project description that summarizes the proposed Hotel/Motel Conversion;

   iii. **Tentative Map or Site Plan.** A tentative map or preliminary site plan, drawn to scale, showing the number and location of all proposed units, and where applicable, designating the location of the proposed affordable units in the Hotel/Motel Conversion;

   iv. **Objective Standards; Certificate of Compliance.** Reasonable documentation that all of the objective development standards in Section 3.2 of this document are met. In addition, the applicant shall

submit a certificate of compliance, in a form acceptable to the City of Buena Park, declaring and certifying under penalty of perjury that each of the threshold eligibility criteria, as specified in Section 3.2 of this document, are satisfied;

v. **Existing Tenants.** Information regarding any existing tenants at the Hotel or Motel, including identification of the units occupied, the monthly rents for those units, the names of every member of the household who is a signatory on a written lease or rental agreement for that unit, the household income (if known), and the number of household members included on the lease or rental agreement. Where there is no written lease or rental agreement, the applicant shall provide the name of every person the applicant considers to be a Tenant under an oral lease or rental agreement;

vi. **Management Plan.** A comprehensive management plan shall be submitted to and reviewed by the Director, and approved by Planning Commission in conjunction with the Hotel/Motel Conversion Permit. The Director or designee shall enforce the terms of the management plan, and may approve an amendment to the management plan, provided that the management plan complies with all conditions of approval for the Hotel/Motel Conversion Permit. The approved management plan shall be approved as to form by the City Attorney and recorded before the issuance of a certificate of occupancy or final building inspection, as applicable;

vii. **Affordable Housing Plan and Monitoring**. An affordable housing plan describing how the project will satisfy the affordable housing requirements of 50% AMI or less. The affordable housing plan shall include an explanation of the proposed mechanism by which the development proponent will fund ongoing monitoring and compliance with the affordability requirements for the affordable units in the Hotel/Motel Conversion throughout the term of affordability.

viii. **Recorded Covenant.** Prior to the issuance of the first building permit for the conversion, a land use restriction or covenant shall be recorded on the property documenting that the housing shall remain affordable, pursuant to the specifications of the City's affordable housing policy illustrated in Section 19.408.030 of the Municipal Code.

3. **Project review, notice and hearing.**

i. Upon submission of an application for a Hotel/Motel Conversion Permit, the Director, or designee, shall review the application to determine whether the application is consistent with the provisions of this Chapter and with the provisions of Chapter 19.128 (Administrative Procedures) of the Municipal Code.

ii. The Director, or designee, shall prepare and submit a staff report, including a recommendation, to the Planning Commission for review of the Hotel/Motel Conversion Permit.

iii. The Planning Commission shall conduct a public hearing on an application for a Hotel/Motel Conversion Permit. The Planning Commission action shall be final unless appealed to the City Council pursuant to section 19.120.

4. **Findings and decision.** The Planning Commission may approve, conditionally approve, or disapprove an application for a Hotel/Motel Conversion Permit. The Planning Commission may approve a Hotel/Motel Conversion Permit only after first making written findings of all of the following:

i. The hotel, motel or transient lodging facility proposed for conversion is currently a legal or legally nonconforming use of the site;

ii. The Hotel/Motel Conversion has met the application requirements specified in Section 5 of this Chapter;

iii. The Hotel/Motel Conversion satisfies all of the applicable requirements of Section 19.128 (Conditional Use Permit) of the Municipal Code.

iv. The project complies with all other applicable provisions of local and state law.

5. **Conditions of approval.** In approving a Hotel/Motel Conversion Permit, the Planning Commission may impose conditions (e.g., buffers, hours of operation, landscaping and maintenance, lighting, offsite improvements, parking, performance guarantees, signs, surfacing, time limits, traffic circulation, security, property management, support services, etc.) to ensure that the approval would be in compliance with the finding required by subsection (4) above.

6. **Post-approval procedures.** The procedures relating to amendments, expiration, performance guarantees, and revocation that are identified in the Zoning Code shall apply following the decision on a Hotel/Motel Conversion Permit application.

B. **Design Review** A Hotel/Motel Conversion shall be subject to site and architectural design review pursuant to the provisions of Section 19.128.100 (Interdepartmental Review).

5.5 Tenants' Rights, Relocation Assistance and Right To Return.

A. **Tenant Displacement Notices**.

1. **Notice of Intent.** No later than thirty (30) days after filing an application for a Hotel/Motel Conversion, the applicant shall notify each residential household residing on the subject real property that the applicant has filed an application with the City of Buena Park. The notice shall be sent by regular and certified mail and posted on the door of each rental unit. For each such notice, the applicant shall use a notice of intent form provided by the City of Buena Park that shall contain the following information:

a. The name and address of the current property owner and the project developer;

b. A description of the Hotel/Motel Conversion application being filed and a general time frame to complete the work described in the application;

c. An explanation of the relocation assistance available to Eligible Households and Special Circumstances Households, information on Eligible Household incomes and the procedure for submitting claims for relocation assistance;

d. An explanation of the Right to Return and Right of First Refusal to a unit in the new development and information on the procedure for submitting claims to these benefits;

e. Contact information for the relocation assistance agency that will be assisting with the relocation assistance process. This contact information and a brief explanation of the purpose of the notice shall be translated into non-English languages as determined by the [City/County];

f. The tenant's right to receive written notice for each hearing and right to appear and be heard at land use hearing, if applicable; and

g. Other information deemed necessary or desirable by the community development department.

The applicant must submit evidence of compliance with this section to the City of Buena Park for the application to be deemed complete. Specifically, the applicant shall submit to the City of Buena Park a duplicate copy of the notice of intent served on each tenant along with a declaration indicating that each notice was sent by regular and certified mail and posted on the door of the rental unit.

2. **Notice of Application Approval.** No later than fifteen (15) days after receiving final approval of the Hotel/Motel Conversion application (including any appeal period), the applicant shall notify each residential household residing on the subject real property that the application has been approved. The notice shall be sent by regular and certified mail and posted on the door of each rental unit.

3. **Notice of Termination.** The applicant shall provide a written notice of termination to all tenant subject to displaced pursuant to Civil Code Section 1946, Civil Code Section 1946.1, and where applicable, Civil Code Section 1946.12. The date to vacate shall not be prior to the City's determination that the applicant has complied with this Chapter.

B. **Relocation Assistance.** The applicant shall provide the following relocation assistance to any Eligible Households that are displaced from a rental unit in a Hotel or Motel to convert the Hotel or Motel to permanent multifamily housing pursuant to the provisions of this Chapter:

1. A full refund of the tenant's security deposit;

2. A sixty (60) day subscription to a rental agency service;

3. A payment of the cash equivalent of three (3) months' rent. The amount to be paid shall be calculated at the time the relocation application is approved by the City based on the most recent Department of Housing and Urban Development's Fair Market Rent calculation for Orange County for a similar-sized unit with the same number of bedrooms. Special Circumstances Households will be paid one (1) additional month of rent for a maximum total of four (4) months' rent.

C. **Right of Return and Right of First Refusal.** In addition to the relocation assistance required by subsection A above, any tenants who are from a Hotel or Motel shall be entitled to a right of first refusal and a right to return to a new unit in the Hotel/Motel conversion. All tenants, regardless of their status as an Eligible Household, shall be entitled to the rights under this subsection C. Within sixty (60) days of the issuance of a certificate of occupancy for the units constructed pursuant to the Hotel/Motel Conversion, the Owner shall offer to rent the units to Tenants who were displaced by the Hotel/Motel conversion.

D. **Administration of Relocation Assistance and Right of Return.**

1. The City of Buena Park shall, at the applicant's expense, hire a relocation assistance agency to administer the provisions of this Section. The applicant shall, at the time that the application for the Hotel/Motel Conversion is submitted, deposit sufficient funds with the relocation assistance agency or the City to cover the estimated cost of the relocation assistance services.

2. The relocation assistance agency shall hold informational meetings with the tenants, respond to questions, verify current household incomes and the existence of special circumstances, assist in distributing relocation

payments to Eligible Households, if desired by the City, provide an accounting of any dispersed funds to the applicant and the City, and maintain records of tenants' contact information until the converted units are ready for occupancy.

3. The applicant shall deposit relocation assistance funds required pursuant to subsection A with the City, no later than thirty (30) days after filing an application, to be used for relocation assistance payments to Eligible Households. The amount of the deposit shall be determined by the Director, or their designee, and unused funds shall be returned to the applicant after all relocation assistance has been paid as verified by the relocation assistance agency and the City.

4. Tenants requesting relocation assistance and/or a right of first refusal to a new unit must provide the information necessary to the relocation assistance agency who will determine their eligibility for said benefits and must file a claim form.

5. **Payments.** Relocation assistance is paid per rental unit, not per tenant. If multiple households or individuals occupy a rental unit, relocation assistance shall be paid to the household or individual entitled to occupy a rental unit under a valid lease or rental agreement (written or oral) with the landlord.

    a. **Timing.** After determination of eligibility, half of the relocation assistance shall be paid to the Eligible Household within fifteen (15) days of the date the claim form is submitted to the third-party agency and the remaining half shall be paid when the Eligible Household vacates the unit.

    b. **Verification of Payments.** Prior to issuance of any building permits for the Hotel/Motel Conversion, the City must receive verification from the relocation assistance agency that all Eligible Households who applied and qualified for assistance have received relocation assistance. This verification shall be submitted in a form acceptable to the City.

E. **Housing Crisis Act**. In addition to the benefits provided in this Section, existing tenants shall receive any benefits required by the Housing Crisis Act of 2019 (Government Code Section 66300 or successor provision).

CHAPTER 6. DEFINITIONS

The definitions below are provided in addition to the definitions located in Section 19.104.080 (Definitions) of the City of Buena Park's Zoning Code.

A - Definitions

ALCOHOLIC TREATMENT CENTER. An Alcoholic Treatment Center is a specialized facility or establishment designed and dedicated to providing comprehensive treatment, rehabilitation, counseling, and support services for individuals dealing with alcohol addiction or substance abuse. These centers offer a range of services such as detoxification, counseling, therapy, medical treatment, and ongoing support programs to help individuals recover from alcohol-related issues.

ANIMAL SALES AND GROOMING. A combined business or service that involves the sale of animals along with grooming services for these animals. In this establishment, customers can purchase animals like cats, or birds, (excluding dogs) and also have their pets groomed and maintained. Grooming services typically include activities like bathing, fur trimming, nail clipping, and hygiene care. This business serves pet owners by providing a one-stop location for acquiring and maintaining their beloved animal companions. Overnight care is not permitted.

ANTIQUE AND COLLECTIBLE SHOP. A retail establishment specializing in the sale of vintage or rare items over 50 years old, that hold historical, artistic, or collectible value. These items can include antique furniture, vintage clothing, rare books, fine art, and various collectibles like coins, toys, or memorabilia.

ARCADES. Establishments where four (4) or more mechanical or electronic amusement games are located, whether provided independently or as an accessory use to another business. These Objective Design and Development Standards mandate that the maximum size of an arcade does not exceed 3,000 square feet. However, arcades proposed to exceed this limit must obtain City Council approval. In no case shall an arcade exceed 10,000 square feet. Noise buffers/barriers are required to mitigate sound disturbances, and special protective measures apply to arcades located within 50 feet of residential areas to ensure a harmonious coexistence.

ART STUDIO/GALLERY. A workspace for artists, where they produce, experiment, and refine their artwork. Simultaneously, it acts as an exhibition venue or gallery where these artworks are displayed and offered for sale to the public.

ARTISAN SHOP. A retail establishment that specializes in offering handcrafted and artisanal products. Products found in artisan shops can range from handmade jewelry, ceramics, textiles, and woodwork to gourmet foods, cosmetics, and more.

AUTOMATED TELLER MACHINES (ATMS). A pedestrian- or vehicle-oriented machine used by bank and financial service patrons for conducting transactions including deposits, withdrawals, and fund transfers, without contact with financial institution personnel. The machines may be located at or within banks, or in other locations, in compliance with the City's Municipal Code. See "Banks and Financial Services".

B - Definitions

BANKS AND FINANCIAL SERVICES. A wide array of institutions and services responsible for managing, lending, investing, and safeguarding monetary assets. Banks are financial institutions that accept deposits, provide loans, and offer various financial products like savings and checking accounts.

BARBER SHOPS/BEAUTY SALONS. Establishments that offer a range of hair and beauty services to customers including hair styling, coloring, manicures, pedicures, and skincare treatments.

BODY ART FACILITY/TATTOO SHOP. A specialized establishment where licensed professionals provide Body art. Body art includes tattooing, body piercing, permanent cosmetics, branding and micro-blading. Not included in the definition of body art is scarification, laser tattoo removal, micro needling and single-use, pre-sterilized ear-piercing services to clients. Body Art facilities and practitioners are regulated by the Orange County Health Department and requires all practitioners of body arts to register with the local health department.

BUFFER. Open spaces, landscaped areas, fences, walls, berms, or a combination of these or similar elements, used to physically and visually separate uses to mitigate the negative impacts of the more intense use (e.g., dust, glare, light, noise, odor, etc.). An appropriate buffer may vary depending on uses, districts, size, etc.

BUILDING FRONTAGE. That side of a building containing the main entrance for pedestrian entrance and exit. If more than one main entrance exists, the entrance that more nearly faces, or is oriented to, the street of highest classification as portrayed in the Circulation Element of the General Plan, shall be considered the building frontage. If all streets are of the same classification, the side of the building with the smallest horizontal lineal ~~[linear]~~ dimension containing a main entrance shall be considered the building frontage.

BUSINESS SUPPORT SERVICES. A range of professional services and assistance designed to help businesses operate efficiently and effectively. These services can include, but are not limited to administrative support, IT and technical support, human resources, marketing, consulting, and various other functions.

C - Definitions

CAFÉ. A cafe is a casual eatery where patrons can enjoy light meals, beverages, and social interactions. Typically characterized by a relaxed ambiance, cafes offer a variety of coffee, tea, and often a selection of pastries, sandwiches, or snacks. These establishments serve as community hubs, providing a welcoming space for individuals to unwind, work, or socialize.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Section 21000 et seq. of the Public Resources Code requires state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CATERING SERVICES. Professional food preparation and presentation services provided for events, gatherings, and occasions.

CLUB, SERVICE ORGANIZATION, OR COMMUNITY CENTER. A gathering place or institution designed to foster social, recreational, educational, or charitable activities within a specific community or group. Community centers serve as multipurpose facilities, offering various programs, resources, and events for the local population.

COCKTAIL LOUNGE, BAR. An establishment that primarily serves alcoholic beverages, cocktails, and sometimes light snacks in a social setting. These venues contain features like a bar counter, seating areas, and sometimes live music or televisions for sports events.

COMMUNITY GARDEN. A shared outdoor space within a residential community where residents collectively cultivate and maintain small individual garden plots.

CONSIGNMENT STORE. A retail establishment that sells second-hand goods, typically clothing, accessories, and sometimes furniture or other items, on behalf of individuals or consignors. Consignors bring their items to the store, which then displays, markets, and sells the items to the public. These stores do not sell vintage or rare items typically found in antique or collectible stores.

CONVENIENCE STORE. A small retail establishment that specializes in offering a wide range of everyday consumer products and necessities. These stores are typically open for extended hours or even 24/7.

CORNER LOT. A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of not more than one hundred thirty-five (135) degrees. If the intersection angle is more than one hundred thirty-five (135) degrees, the lot is considered an interior lot.

D - Definitions

~~**DAYLIGHT PLANE.** A daylight plane refers to an imaginary sloping plane that extends from a specified point on a property boundary upward and outward. The purpose of the daylight plane is to preserve access to natural light and prevent overshadowing of neighboring properties or public spaces. Regulations related to the daylight plane dictate the angles and dimensions within which a building or structure is allowed to extend vertically, ensuring that sunlight reaches the ground level and neighboring properties. This planning tool is essential for maintaining adequate sunlight, minimizing the impact of shading, and promoting a well-lit and sustainable built environment.~~

DENSITY BONUSES. A density bonus is an increased residential density over the maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable dwelling units pursuant to Government Code sections 65915—65918.

~~**DENSITY, BASE.** Base density refers to the maximum allowable gross residential density principally permitted under the Housing Incentive Overlays.~~

~~**DENSITY, NET.** Net density refers to the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public open space, public drainage facilities. Non-allowed deductible areas include utility easements, setbacks, private drives and walkways, general landscaping, common areas and facilities, off street parking, and traditional drainage facilities exclusive to a development project. Mitigations required for development will not be included in the allowed deductible areas.~~

~~**DENSITY, GROSS.** Gross density includes all types of land uses, including parks, open spaces, and other non-residential land uses. This measure is calculated by dividing the total population by the total gross land area. Gross density often also includes infrastructure such as streets, sidewalks, and public spaces.~~

E - Definitions

EMERGENCY SHELTER. A facility that provides immediate and short-term housing (limited to occupancy of six (6) months or less) and minimal supplemental supportive services to homeless persons or families. Supplemental services may include counseling, food, and access to social programs. No individual or household may be denied emergency shelter because of an inability to pay (consistent with section 50675.14.(b) of the California Health and Safety Code).

F - Definitions

FLOOR AREA RATIO. The total gross area of all structures on a parcel is divided by the parcel area (FAR). For the purpose of calculating floor area, floor area shall (1) not include carports, elevator shafts, exterior courts, and garages; and (2) be calculated based on the exterior faces of walls.

G - Definitions

GARDEN CENTER/PLANT NURSERY. A retail establishment specializing in the sale of plants, gardening supplies, and related products. These centers offer a wide variety of plants, including flowers, shrubs, trees, and sometimes vegetables and herbs. In addition to plants, they provide gardening tools, soil, fertilizers, and expert advice on gardening and landscaping.

GROUP HOME. Group homes also known as group care facilities. As defined in Title 22 of the California Code of Regulations Section 80001(g)(1) and the California Welfare and Institutions Code Section 11400(h), means facilities of any capacity which provide twenty-four (24) hour care and supervision in a structured environment for children or adults, including, but not limited to foster care, elderly care, physically handicapped care, and care of persons with developmental disabilities. Group homes may provide social, psychological, and behavioral programs. The care and supervision provided by a group home shall be non-medical except as permitted by Welfare and Institutions Code Section 17736(b). See also “Community care facilities” and “Residential care facilities.”

H - Definitions

HEALTH SPA OR SALON. A facility offering a range of beauty and wellness services to promote relaxation, rejuvenation, and self-care. These establishments provide services such as massages, facials, hairstyling, nail care, and skincare treatments. Health spas often emphasize therapeutic and holistic approaches, while salons focus on hair and nail services.

HOME DAY CARE FACILITY. See definition for "Small Group Adult Day Care Home" in Section 19.104.080.

HOME IMPROVEMENT SUPPLY STORE. A retail establishment that specializes in offering a wide range of products and materials for home renovation, construction, and DIY projects. These stores provide items like building materials, tools, paint, hardware, plumbing fixtures, electrical components, and home improvement accessories.

I - Definitions

INDEPENDENT LIVING FACILITY. A residential housing option designed for older adults who are generally active, healthy, and capable of living independently but seek a community that offers amenities, convenience, and social opportunities. These facilities provide private apartments, typically with kitchenettes, along with shared communal spaces, dining options, and various recreational and wellness programs.

INDOOR FITNESS AND SPORTS FACILITY, LARGE. An indoor venue designed to accommodate various physical fitness and sports activities within a restricted area no less than 3,000 square feet and no more than 6,500 square feet. These facilities are equipped with exercise equipment, courts, or designated spaces for activities like basketball, volleyball, or group fitness classes. Large indoor fitness and sports facilities proposed to exceed 6,500 square feet must obtain City Council approval. In no case shall a large indoor fitness and sports facility exceed 20,000 square feet within the Housing Incentive Overlays.

INDOOR FITNESS AND SPORTS FACILITY, SMALL. An indoor venue, limited to a maximum area of 3,000 square feet, designed for various physical fitness and sports activities. These smaller facilities are equipped with exercise equipment, courts, or designated spaces for activities like yoga, Pilates, small-group training, or limited-scale sports such as indoor soccer or racquet sports. Small indoor fitness and sports facilities proposed to exceed 3,000 square feet must obtain City Council approval. In no case shall a small indoor fitness and sports facility exceed 6,000 square feet within the Housing Incentive Overlays.

INTERIOR DECORATING STUDIO. A specialized design service that focuses on enhancing the aesthetics, functionality, and style of interior spaces. Interior decorators, or designers, work with clients to select color schemes, furniture, décor, and accessories, creating a cohesive and harmonious look for homes or commercial interiors.

MOTEL/HOTEL CONVERSION PERMIT. A permit issued by the Community and Economic Development Department upon satisfaction of the requirements in Chapter 5, to an eligible applicant to allow the permanent conversion of an existing transient residential structure, such as a Motel, Hotel, Apartment Hotel, or Transient Occupancy Residential Structure, for use as Supportive Housing or Transitional Housing for persons experiencing homelessness or those at risk of homelessness.

L - Definitions

LANDSCAPING. Areas devoted to, or developed and maintained predominantly with, native or exotic plant materials including lawn, groundcover, trees, shrubs, and other plant materials. Landscaping may also include small amounts of accessory decorative outdoor landscape elements (i.e., hardscape) such as pools, fountains, and paved or decorated surfaces, all of which are suitably designed, selected, installed, and maintained to enhance a site.

LAUNDROMAT, SELF-SERVICE. A facility where individuals can wash and dry their laundry independently using coin-operated or card-operated machines. These establishments provide a range of washing machines, dryers, and folding tables for customers to clean and maintain their clothing, linens, and other washable items. Self-service laundromats shall not exceed 6,000 square feet within the Housing Incentive Overlays.

LIBRARY/MUSEUM/CULTURAL FACILITY. A versatile institution or building that serves as a hub for educational, artistic, and cultural activities. Libraries, museums, or cultural facilities shall be limited to a maximum of 20,000 square feet within the Housing Incentive Overlays.

LIVE/WORK DEVELOPMENT. An integrated dwelling unit and working space (e.g., the creation and retail sales of arts and crafts), occupied and utilized by a single housekeeping unit in a structure that has been modified or designed to accommodate joint residential occupancy and work activity located in a mixed-use Housing Incentive Overlay, and which includes complete kitchen and sanitary facilities in compliance with applicable building standards and working space reserved for and regularly used by one or more occupants of the unit. May include limited walk-in trade. Refer to Section 19.748.030 for Development Standards for Live/Work Units.

LOADING SPACE. An off-street space or area that is on the same lot as the building(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

LOCAL PUBLIC AGENCY. An agency, identified on a list maintained by the Planning Department, that funds Supportive Housing and Transitional Housing for persons experiencing homelessness or at risk of homelessness. Unless stated otherwise by the Community Development Department, these agencies may include:

- California Department of Housing and Community Development (HCD)
- United States Department of Housing and Urban Development (HUD)
- Orange County Housing and Community Development
- Orange County Housing Authority
- Orange County Homeless Prevention

LOT DEPTH. The average linear distance between the front and rear lot lines.

LOT SIZE. The entire area within the boundaries of a project site or lot measured to the centerline of adjoining street rights-of-way.

LOT WIDTH. The average linear distance between the side lot lines measured at right angles to the line measuring lot depth. The width should be measured at a point midway between the front and rear lot lines.

M - Definitions

MAJOR UTILITIES. Fundamental infrastructure systems and services that provide essential resources to communities and society on a large scale. These include services such as water supply, sewage treatment, electricity generation and distribution, natural gas distribution, telecommunications, and transportation networks (such as roads and highways).

MINOR UTILITIES. The essential infrastructure systems, services, and facilities that support daily life but are often of smaller scale or lesser complexity when compared to major utilities. These typically include services such as water supply, sewage disposal, and natural gas distribution, as well as smaller-scale electric or telecommunication services.

MULTI-FAMILY DWELLING. In addition to the definition provided in Section 19.104.080, a "multi-family dwelling" is a type of residential building or structure where multiple individual dwelling units exist on a single lot or parcel of land. In other words, it refers to a building or property designed to accommodate more than one household. These dwelling units can vary in terms of layout, size, and configuration, and they are typically intended for separate occupancy by different families or individuals within the same structure. Multifamily dwellings can include apartment buildings, townhouses, condominiums, or any other type of housing where multiple households share a common piece of land or structure.

O - Definitions

OPEN SPACE, COMMON. Outdoor areas (does not include walkways/driveways) within a development project that are not individually owned or dedicated for public use but are designed and intended for the common use or enjoyment of all residents/tenants of the development project.

OPEN SPACE, PRIVATE. An outdoor area (does not include walkways/driveways) within a development project that is reserved for use by the residents/tenants of a specific unit or portion of the site.

OPEN SPACE, PUBLIC. Any parcel or area of land or water set aside, dedicated, designated, or reserved for public use or enjoyment.

OUTDOOR RECREATION AREA. A designated open space where individuals and communities engage in various leisure and physical activities. They may feature amenities such as trails, playgrounds, sports fields, and facilities for camping or barbecues. Outdoor recreation areas shall be limited to a maximum of 10,000 square feet within the Housing Incentive Overlays.

OVERLAY ZONING DISTRICT, OR OVERLAY ZONE. A supplementary zoning designation that is applied to property in addition to a primary zoning district to highlight special regulations applicable to properties within the Housing Incentive Overlays. The overlay zoning districts established by Chapter 2 (Overlays and Uses) of these Objective Design and Development Standards.

P - Definitions

PUBLIC SAFETY FACILITY. A public safety facility is a governmentally owned and operated facility established to provide local police or fire safety services to the surrounding area.

PUBLIC SECURITY CENTER. A public security center is an accessory to a commercial or residential use, refers to a specialized facility established within or in close proximity to a commercial or residential property to provide added security and safety measures for the occupants, visitors, or patrons. This facility may include features such as surveillance systems, access control measures, security personnel stations, and other infrastructure or services intended to enhance the overall security of the property without comprising the primary commercial or residential function.

R - Definitions

RELIGIOUS INSTITUTION AFFILIATED HOUSING DEVELOPMENT PROJECT. A housing development project that is located on one or more contiguous parcels that are each owned entirely, whether directly or through a wholly owned company or corporation, by a religious institution. The housing development project qualifies as being near collocated religious-use parking by being any of the following: (1) Located on one or more parcels that collectively contain religious-use parking. (2) Located adjacent to a parcel owned by the religious institution that contains religious-use parking. (3) Located on one or more parcels separated by no more than 0.1 miles from a parcel owned by the religious institution that contains religious-use parking.

RELIGIOUS GROUP LIVING. A community or housing arrangement where individuals of the same faith or religious belief resides together. It involves shared living spaces, communal practices, and a collective commitment to religious principles. These communities can vary widely, from monastic dwellings to intentional religious communes.

S - Definitions

SCHOOLS, SPECIALIZED EDUCATION AND TRAINING/STUDIO. An educational institution or training center focused on specialized learning, typically within a smaller footprint. These facilities offer specialized training, such as art, music, dance, or vocational skills, to a limited number of students.

SCREENING. A method of visually shielding or obscuring one (1) abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SENATE BILL (SB) 330. SB 330 prohibits local jurisdictions from enacting new laws that would have the effect of reducing the legal limit on new housing within their borders, or delay new housing via administrative or other regulatory barriers. Through its expiration in 2030, SB 330 will:

- Prevent local governments from downzoning unless they upzone an equivalent amount elsewhere within their boundaries
- Suspend the enactment of local downzoning and housing construction moratoriums
- Require timely processing of housing permits that follow zoning rules
- Ensure the demolition of housing does not result in a net loss of units
- Postpone requirements for voter approval of zoning, general plan changes
- Require resettlement benefits and first right of refusal in new units or compensation for rehousing for renters who may be displaced.

SETBACK. The minimum distance by which buildings, structures, parking, or uses on a lot shall be separated from a street right-of-way or lot line. Setbacks from private streets are measured from the edge of the easement and/or the edge of the street.

SPECIALTY FOOD STORE. A retail establishment that specializes in offering a unique and curated selection of food products, often focusing on a specific category or theme. Examples include cheese shops, bakeries, organic food stores, and international food markets.

SUPPORTIVE HOUSING. Housing with no limit on length of stay for persons with low incomes who have one or more disabilities and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people. The housing is linked to onsite or offsite Supportive Services, and any Floor Area used for the delivery of Supportive Services shall be considered accessory to the residential use.

SUPPORTIVE SERVICES. Services that are provided on a voluntary basis to residents of Supportive Housing and Transitional Housing, including, but not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, benefits advocacy, and other services or service referrals necessary to obtain and maintain housing.

T - Definitions

TRANSITIONAL HOUSING. A building where housing linked to Supportive Services is offered, usually for a period of up to 24 months, to facilitate movement to permanent housing for persons with low incomes who may have one or more disabilities, and may include adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

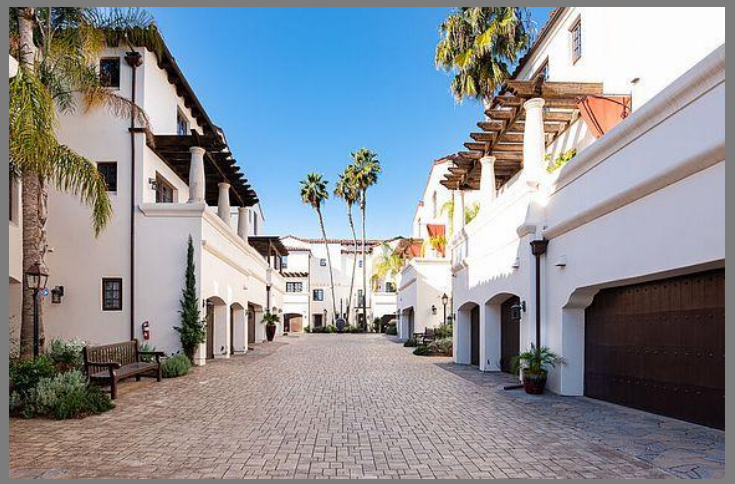
TUTORING CENTER, SMALL. An educational facility designed to provide individualized or small-group tutoring services to students. These centers offer focused academic support, typically in core subjects like math, science, language, or test preparation. Small tutoring centers shall be limited to a maximum of 2,000 square feet within the Housing Incentive Overlays.

CITY OF BUENA PARK

ARCHITECTURAL STYLE OBJECTIVE DESIGN STANDARDS











ADOPTED FEBRUARY 13, 2024

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CHAPTER 1. INTRODUCTION

1.1 PURPOSE

The Architectural Styles Objective Design Standards is intended to enhance the quality, consistency, and compatibility of all building designs for affordable residential development within the City of Buena Park, except for areas located within the boundary of an existing Specific Plan. The Architectural Styles Objective Design Standards requires adherence to those architectural styles that are commonly associated with California's architectural heritage, along with the infusion of the latest building technologies and architectural innovations.

The Architectural Styles Objective Design Standards is intended to assist with the design, processing, and implementation of affordable residential projects. Successful project designs will incorporate appropriate architectural features, materials, and colors that complement the floor plan and that fall within the parameters of quality architectural and site design. This Architectural Styles Objective Design Standards shall be used in conjunction with the Objective Design Standards and Development Standards provided within the City of Buena Park's Municipal Code, or if applicable, the Housing Incentive Overlays Objective Design and Development Standards.

1.2 GOALS AND APPLICABILITY

The Architectural Styles Objective Design Standards goals include:

- Establishing Objective Architectural Design Standards for a consistently high-level quality of affordable development within the City of Buena Park.
- Encouraging distinct architectural designs, foster a unique sense of place, and build value for future generations.
- Respecting the historical authenticity of the Architectural Styles that define California's architectural heritage, while adapting the styles to account for the latest building technologies and architectural innovations.
- Fostering collaboration among design teams, City staff, and decision makers.

Consistency with the Architectural Styles Objective Design Standards is required for all site plan review applications that involve the construction of new buildings (or the renovation of existing buildings) within the City. For affordable residential development not located within the City's Housing Incentive Overlays, the City's Site Plan Review requirements and process is described in Section 19.128.040 of the City of Buena Park's Municipal Code. For affordable multi-family and mixed-use development located within the Housing Incentive Overlays, the Administrative Procedure is outlined in Chapter 1.6 of the Housing Incentive Overlays Objective Design and Development Standards.

Note: The expansion of single-family homes must adhere to the existing color and trim, even if they do not meet the specified requirements provided in this Architectural Styles Objective Design Standards document. This ensures continuity and preservation of the established architectural character within the community."

1.3 DOCUMENT ORGANIZATION

The Architectural Styles Objective Design Standards are organized per Architectural Style. At the beginning of each Architectural Style Chapter, the style presents a brief overview, illustrates character-defining features, and provides examples of residential development with the selected architectural style. Each Chapter provides illustrative graphics to accompany the text. Each Architectural Style provides a "menu of options" for six (6) key categories, which include: form and massing, materials and colors, roofs and chimneys, doors and windows, decorative elements, and exterior lighting. Each Architectural Style Chapter focuses more on the elements that ultimately comprise the style, rather than the

development standards provided for the Zone, such as number of parking spaces, space between buildings, height of structures, open space standards, fence height, etc. The Architectural Styles Objective Design Standards shall be used in conjunction with the City's Municipal Code and shall meet the development standards of the Zone or Housing Incentive Overlay in which the property is located.

1.4 ARCHITECTURAL STYLES PERMITTED

The Architectural Styles Objective Design Standards identifies six (6) preferred Architectural Styles, as indicated below. Architectural design elements and materials shall be consistent throughout the development project, recognizing that a building is three (3) dimensional and must be well designed on all sides. Detailing, choice of materials, and window and door choices shall reinforce the overall project design. Alternative styles may be submitted to review by the Community and Economic Development Director, although discretionary approval may be required by the Planning Commission.

A. Spanish Colonial Revival. The Spanish Colonial Revival architectural style draws inspiration from Spanish, Mediterranean, and early Californian influences, and it originated during the late 19th and early 20th centuries. Typically, buildings with this style exhibit an asymmetrical design. They are characterized by low-pitched roofs with minimal or no overhang, adorned with serpentine roof tiles. This style often incorporates wood framing and is covered with light-colored stucco siding. The use of arches is prevalent, particularly above doors, porch entries, and main windows.

B. Craftsman. The Craftsman architectural style originated in the early 20th century as part of the Arts and Crafts movement. Notable design features include exposed rafters and beams beneath the eaves, decorative brackets and fasteners, full or partial-width porches, and prominent columns or piers. While the Craftsman style emphasizes a horizontal emphasis, vertical architectural elements are often incorporated to highlight corners and entrances. Traditional Craftsman homes typically showcased exterior cladding made of wood shingles or clapboard siding, along with details such as extended lintels and decorative lighting with geometric patterns.

C. Farmhouse. The Farmhouse architectural style is an expression of rural residential designs and materials, with the Contemporary Farmhouse style specifically reflecting the agricultural history and commercial structures found in Southern California. This style incorporates playful elements, such as shed roofs, vibrant color blocking, and contemporary interpretations of traditional farm structures like barns and silos. The roofs of Farmhouse-style buildings are typically medium to high-pitched, and the overall detailing is kept simple.

D. Tuscan. The Tuscan architectural style blends modern and classic elements, incorporating both Spanish Revival and Italian influences. This style draws inspiration from Mediterranean variants found in California, showcasing rustic elements. Key characteristics include the use of stone and stucco, light earthy tones, and red tiled roofs. Classical elements like columns, arches, and decorative ironwork add visual interest and complexity. Squared towers and projections reflect classic Italianate influences. Porches and porticoes are commonly featured, as well as vertically oriented recessed windows.

E. Modern. The Modern architectural style draws inspiration from utilitarian design principles, featuring block forms, contrasting colors, and eclectic combinations of materials in contemporary compositions. This style embodies a minimalist and clean aesthetic. It utilizes simple rectangular shapes and forms, integrating them within horizontal and vertical planes to create dynamic lines. Flat roofs are commonly used to reinforce the rectangular shapes while also providing opportunities for outdoor deck areas. Accents in the Modern style are understated and unpretentious, often taking the form of trellis elements.

F. American Traditional. The American Traditional architectural style is a fusion of various traditional American styles such as Cottage, Cape Cod, and Farmhouse. It is characterized by simplicity and classic design elements, including rectangular forms, spacious front porches, decorative shutters, dormers, and wood siding. This style represents a traditional interpretation of rural farmhouses. The color palette used in American Traditional homes is typically subtle, with shades of white or gray for the main body of the house, while light or dark shutters provide contrasting accents.

CHAPTER 2. SPANISH COLONIAL REVIVAL ARCHITECTURAL STYLE

2.1 ARCHITECTURAL STYLE OVERVIEW

The Spanish Colonial Revival style is one of the most common historic architectural styles in Orange County. The Spanish Colonial Revival architectural style draws inspiration from Spanish, Mediterranean, and early Californian influences, and it originated during the late 19th and early 20th centuries. Typically, buildings with this style exhibit an asymmetrical design. They are characterized by low-pitched roofs with minimal or no overhang, adorned with serpentine roof tiles. This style often incorporates wood framing and is covered with light-colored stucco siding. The use of arches is prevalent, particularly above doors, porch entries, and main windows.

2.2 CHARACTER-DEFINING FEATURES



2.3 EXAMPLES OF THE ARCHITECTURAL STYLE



Attached Cottage Cluster Housing with shared open space and landscaped courtyard.



2-Story Courtyard Apartment Building with landscaped garden.



Mixed-Use Development with ground floor commercial retail uses and residential units located above commercial.



Single-family home with decorative building elements.



3-Story Affordable Apartment Community with on-site preschool.



Mixed-Use Development with ground floor commercial retail uses, 2nd floor commercial office uses, and upper floors residential condominiums.

2.4 FORM AND MASSING

Spanish Revival style projects shall include all of the following Objective Design Standards, as indicated by the residential development type.

Objective Design Standards	Single-Family Detached	Cottage Cluster	Duplexes	Multi-Family Development	Mixed-Use Development
1. The façade/elevations shall be asymmetrical.	X	X	X	X	X
2. Two (2) or more roof planes.	X	X	X	-	-
3. Three (3) or more roof planes.	-	-	-	X	X
4. Developments of 5 units or less (1-5 units), shall provide window treatments such as shutters or awnings on at least 20% of all windows.	X	X	X	X	-
5. Developments of 20 units or less (6-20 units), shall provide window treatments such as shutters or awnings on at least 30% of all windows.	-	X	-	X	X
6. At least 50% of the units shall have balconies and/or window treatments such as shutters or awnings for developments of 21 units or more.	-	-	-	X	X
7. Entrances must be recessed by a minimum of 12 inches.	X	X	X	X	X
8. Projects three (3) stories or less, shall include at least one (1) of the following: a. One (1) add-on projection such as verandas, arcades, balconies, or exterior stairs. b. One (1) focal point, such as courtyard, tower, or fountain.	X	X	X	X	-
9. Projects four (4) stories and taller, mixed use, and/or with more than eight (8) buildings, shall include at least two (2) of the following: a. Two (2) add-on projections such as verandas, arcades, balconies, and exterior stairs. b. The ends of building masses shall be stepped down a full story to create a more pedestrian scale. c. One (1) focal point, such as courtyard, tower, or fountain. d. Wingwall or columns on the ground level.	-	-	-	X	X







2.5 MATERIALS AND COLORS

Materials and colors for Spanish Revival style projects apply to each residential development type and shall include all of the following Objective Design Standards.





Objective Design Standards
1. The roof tiles must have a color palette of terra cotta, brown earth tones, or rustic red.
2. White, cream, or tan stucco wall with smooth or lightly textured finish (i.e. hand troweled or smaller particles)
3. Re-sawn wood should be utilized as a secondary wall material for elements such as posts and exposed beams, railing, spindles, grill work, shutters, window frames, and doors.
4. If windows have shutters, the shutter's color shall match the accent color that is use for doors or decorative trim.
5. At least one (1) wrought iron element (such as railing, hardware, and gates) shall be incorporated.

2.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for Spanish Revival style projects apply to each residential development type and shall include all of the following Objective Design Standards.



Objective Design Standards
1. Low pitched (4:12 maximum) cross- or side-gable roofs. The pitch shall remain constant except for a veranda or arcade.
2. Clay tile roofs. Common tile shapes include both Spanish (S-shaped) and Mission (half-cylinder) types.
3. The gable has little or no overhang on the rake.
4. A 6-inch to 12-inch eave overhang should be present on 30% of the primary facade length, while a 2-foot overhang with exposed rafter tails should be on 20% of the facade.
5. Hipped roofs shall only be used in combination with gables or on a tower element.
6. Shed roofs are only used in conjunction with verandas.
7. When provided, chimneys shall be clad in stucco and shall be the same texture and color as the exterior of the building.

2.7 DOORS AND WINDOWS

Doors and Windows for Spanish Revival style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. The primary facade shall incorporate at least one (1) arched element.
2. At least 50% of the windows shall be casement windows.
3. Both casement windows and double hung windows shall have wooden frames and sills.
4. The percentage of accent windows must be less than 20% of the total windows.
5. All entrance door surrounds must be enhanced with ceramic tile, molded plaster, or painted accents.
6. A minimum of two (2) types/shapes of windows must be used.
7. Non-recessed casement windows should have a minimum 3-inch-wide flat casting.





2.8 EXTERIOR LIGHTING

Exterior lighting for Spanish Revival style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. All exterior lighting shall meet the Lighting Requirements provided in the Municipal Code established by the Zone or Housing Incentive Overlay.
2. Exterior building light fixtures for decorative and local lighting shall be lantern-type wrought iron.
3. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either fully shielded wrought iron, black, or bronze metal fixtures or recessed soffit light fixtures.





2.9 DECORATIVE ELEMENTS

All Spanish Revival style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Entry/Front porch or patio.
2. Clay tile vents.
3. Arched openings and doorways at the ground level.
4. Decorative ironwork (window grilles, railings, light fixtures, decorative planters).
5. Paired wood (or wood simulated) garage doors with iron hardware.
6. Fabric awnings with metal spear supports.
7. Exterior stairs.
8. Decorative tiles.
9. Curved or rectangle wall niches not exceeding three (3) feet in height and three (3) feet in width.
10. Stone or brick accented elements.
11. Verandas, pergolas or arcades.
12. Dark metal light fixture and hardware.
13. Paired decorative wood shutters. Shutters shall be equal to half the width of the window.







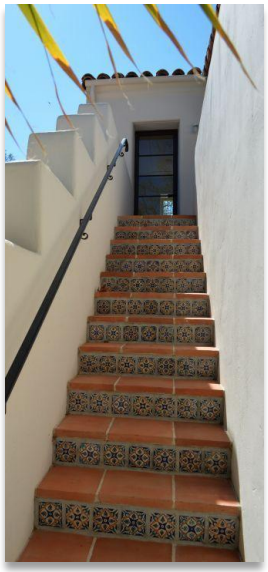












CHAPTER 3. CRAFTSMAN ARCHITECTURAL STYLE

3.1 ARCHITECTURAL STYLE OVERVIEW

The Craftsman architectural style originated in the early 20th century as part of the Arts and Crafts movement. Notable design features include exposed rafters and beams beneath the eaves, decorative brackets and fasteners, full or partial-width porches, and prominent columns or piers. While the Craftsman style emphasizes a horizontal emphasis, vertical architectural elements are often incorporated to highlight corners and entrances. Traditional Craftsman homes typically showcased exterior cladding made of wood shingles or clapboard siding, along with details such as extended lintels and decorative lighting with geometric patterns.

3.2 CHARACTER-DEFINING FEATURES



3.3 EXAMPLES OF THE ARCHITECTURAL STYLE



Detached Cottage Cluster Housing with shared open space and landscaped courtyard.



Single-story duplex with common entryway and landscaped front yard.



2-Story Condominium with side-gable roof and exposed structural members.



Single-family home with projecting porch.



2-Story Affordable Apartment Community with open space.



3-Story Permanent Supportive Housing development.

3.4 FORM AND MASSING

Craftsman style projects shall include all of the following Objective Design Standards, as indicated by the residential development type.

Objective Design Standards	Single-Family Detached	Cottage Cluster	Duplexes	Multi-Family Development	Mixed-Use Development
1. The façade/elevations shall be asymmetrical.	X	X	X	X	X
2. Two (2) or more roof planes on the primary façade.	X	X	X	-	-
3. Three (3) or more roof planes on the primary facade.	-	-	-	X	X
4. At least 50% of the building's exterior shall provide decorative woodwork, such as brackets, eave corbels, and exposed rafter tails.	X	X	X	X	X
5. At least 30% of the street-facing units shall have balconies or porches.	-	-	-	X	X
6. Projects three (3) stories or less, shall include at least one (1) of the following: a. One (1) add-on projection such as a pergola, dormers, or bay windows. b. One (1) focal point, such as courtyard, decorative entrance pavilion, or tower.	X	X	X	X	-
7. Projects four (4) stories and taller, mixed use, and/or with more than eight (8) buildings, shall include at least two (2) of the following: a. Two (2) add-on projections such a pergola, dormers, or bay windows. b. The ends of building masses shall be stepped down to create a more pedestrian scale. c. One (1) focal point, such as a courtyard, decorative entrance pavilion, or tower. d. Exterior fireplace situated in a communal area.	-	-	-	X	X







3.5 MATERIALS AND COLORS

Materials and colors for Craftsman style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Brick, stone and concrete blocks used in the base.
2. Primary walls should show no more than three (3) materials along any vertical section of the building, with no more than 90% of the total wall surface in one (1) material.
3. Primary wall materials include dark color wood shingles, clapboard siding, or fiber cement siding and natural materials such as arroyo stone or bricks.
4. Use of dark, neutral, earth-toned color palette, such as browns and greens. However, lighter paint palettes may also be appropriate, particularly for details (columns, rafter tails).
5. 20% metal accents such as decorative brackets, handrails, or window frames to add a rustic texture.





3.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for Craftsman style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Low- to moderate-pitched gable or hipped roofs ranging from 6:12 to 8:12, giving them a slightly sloped appearance.
2. Overhanging eaves (minimum 24 inches along the primary facade) with exposed rafter tails or beams, to add a distinct visual element.
3. Brackets or knee braces at gabled end.
4. Use of asphalt shingles (or fiber cement imitation or imitation synthetic asphalt shingles).
5. When provided, dormers shall provide a gable roof and have the same roofing materials as the primary building.
6. When provided, chimneys shall provide the same material used at the base of the building (i.e. brick, stone, or concrete blocks).





3.7 DOORS AND WINDOWS

Doors and Windows for Craftsman style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.






Objective Design Standards
1. At least 50% of the windows shall be casement windows.
2. At least two (2) types/shapes of windows shall be used.
3. Utilize flat wood trims (typically 4½" or 5½" wide) around the primary windows and entry doors.
4. Window and door trim color shall contrast with color of walls.
5. Multi-paneled front doors and garage doors with glass inserts.
6. 30% transom windows above doors and windows.
7. Sidelights on one or both sides of the front door.
8. 20% awning windows.

3.8 EXTERIOR LIGHTING

Exterior lighting for Craftsman style projects apply to each residential development type and shall include all of the following Objective Design Standards.




Objective Design Standards
1. All exterior lighting shall meet the Lighting Requirements provided in the Municipal Code established by the Zone or Housing Incentive Overlay.
2. Exterior building light fixtures for decorative and local lighting shall be box-shaped, with metal frame and geometric pattern.
3. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either fully shielded wrought iron, black, copper, or bronze metal fixtures.

3.9 DECORATIVE ELEMENTS

All Craftsman style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Exposed rafter tails and knee-brace brackets.
2. Decorative attic/gable vent.
3. Gable pediments.
4. Covered front porches with tapered pillars.
5. Decorative joinery.
6. Dormers located on the front façade.
7. Decorative entrance pavilion
8. Ground level windows have muntins.
9. Arbors or pergolas.
10. Chimneys are visible at the exterior and arranged on a side elevation.
11. Bay windows located on the front or side façade.
12. Second-story balcony.
13. Stained glass windows.
14. Dark metal light fixture and hardware.
15. Exterior stairs.

















CHAPTER 4. FARMHOUSE ARCHITECTURAL STYLE

4.1 ARCHITECTURAL STYLE OVERVIEW

The Farmhouse architectural style is an expression of rural residential designs and materials, with the Contemporary Farmhouse style specifically reflecting the agricultural history and commercial structures found in Southern California. This style incorporates playful elements, such as shed roofs, vibrant color blocking, and contemporary interpretations of traditional farm structures like barns and silos. The roofs of Farmhouse-style buildings are typically medium to high-pitched, and the overall detailing is kept simple.

4.2 CHARACTER-DEFINING FEATURES



4.3 EXAMPLES OF THE ARCHITECTURAL STYLE



Attached Cottage Cluster Housing with shared open space and landscaped courtyard.



2-Story Courtyard Apartment Building with landscaped open space.



Horizontal Mixed-Use Development with residential and commercial uses



Single-family home with slender porch columns.



3-Story Attached Townhouses with landscaped front yard.



Multi-family residential community with poolside accessory structure.

4.4 FORM AND MASSING

Farmhouse style projects shall include all of the following Objective Design Standards, as indicated by the residential development type.

Objective Design Standards	Single-Family Detached	Cottage Cluster	Duplexes	Multi-Family Development	Mixed-Use Development
1. Clean and straight exterior lines, geometric form.	X	X	X	X	X
2. Asymmetrical massing with a gable at the front of the house.	X	X	X	X	X
3. Repeating shapes and lines.	X	X	X	X	X
4. Gable roof creating a triangular wall on the ends.	X	X	X	X	X
5. Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers.	X	X	X	X	X
6. Multiple gable and shed roof planes.	-	X	-	X	X
7. Geometric forms, industrial materials, limited palette, and repetition.	X	X	X	X	X
8. Covered porches and awnings to break up volumes between lower and upper floors.	X	X	X	X	X
9. Three (3) or more wall planes facing the street and/or common areas.	-	-	X	X	X
10. Balconies and/or window treatments such as shutters or metal awnings for at least 50% of the units in developments of 21 units or more.	-	-	-	X	X





4.5 MATERIALS AND COLORS

Materials and colors for Farmhouse style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Unadorned materials: metal, wood, masonry.
2. Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls.
3. Brick or Stone Wainscoting at the lower portion of exterior walls.
4. Neutral or muted colors shall be predominant.
5. Monochrome accents of doors, windows or architectural features.
6. Combine contemporary design with rustic materials.

**Note: Stucco is not allowed.*



4.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for Farmhouse style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. High-pitched gabled roof or shed roof (minimum 6:12 slope)
2. Intersecting gable roofs.
3. Dark asphalt shingle, metal roofs or synthetic slate shingles.
4. Triangular rooflines emphasizing the height of the unit.



4.7 DOORS AND WINDOWS

Doors and Windows for Farmhouse style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. At least 60% of windows shall be tall and narrow double hung windows with a proportion of 2 or 2 ½ times taller than wide.
2. Groupings or two (2) or three (3) double hung units shall comprise at least 10% of the window openings.
3. Accent windows shall comprise no more than 20% of total window openings.
4. Typically have 4 ½" to 5 ½" flat board trim on the sides and head.
5. 60% of windows shall have grilles.
6. Minimal molding around window and door openings.
7. Double hung or casement windows with muntins.
8. Industrial style windows with black metal frames located within common areas of the development.





4.8 EXTERIOR LIGHTING

Exterior lighting for Farmhouse style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. All exterior lighting shall meet the Lighting Requirements provided in the Municipal Code established by the Zone or Housing Incentive Overlay.
2. Exterior building light fixtures for decorative and local lighting shall be iron-inspired barn-style lighting.
3. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either fully shielded wrought iron or black metal fixtures or recessed soffit light fixtures.





4.9 DECORATIVE ELEMENTS

All Farmhouse style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Shed or gabled dormers.
2. Carriage-style garage doors.
3. Covered patio.
4. Dark shutters and window sashes.
5. Simple gable brackets, vents and trim.
6. Metal awnings without sides.
7. Large doors and windows to maximize natural light
8. Grilles on the ground level windows and doors.
9. Decorative Window Boxes
10. Stone or brick accented elements.
11. Wide front porch with simple columns.
12. Dark metal light fixture and hardware.
13. Gooseneck light fixtures at the entrance
14. Large overhands (min. two (2) feet in length; max. four (4) feet in length) above the patio and garage.

















CHAPTER 5. TUSCAN ARCHITECTURAL STYLE

5.1 ARCHITECTURAL STYLE OVERVIEW

The Tuscan architectural style blends modern and classic elements, incorporating both Spanish Revival and Italian influences. This style draws inspiration from Mediterranean variants found in California, showcasing rustic elements. Key characteristics include the use of stone and stucco, light earthy tones, and red tiled roofs. Classical elements like columns, arches, and decorative ironwork add visual interest and complexity. Squared towers and projections reflect classic Italianate influences. Porches and porticoes are commonly featured, as well as vertically oriented recessed windows.

5.2 CHARACTER-DEFINING FEATURES



5.3 EXAMPLES OF THE ARCHITECTURAL STYLE



Single-family home with tower element.



Apartment Building with landscaped open space.



Horizontal Mixed-Use Development with residential and commercial uses



Single-family home with living walls.



Attached Townhouses with dooryard frontage.



Multi-family residential community with varied setbacks.

5.4 FORM AND MASSING

Form and massing for Tuscan style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Asymmetrical arrangement of windows and design elements along primary elevation.
2. Porches, porticoes and/or Juliet balconies.
3. Recessed entries.
4. Tower elements such as a central tower or corner tower.
5. Varied setbacks of at least five (5) feet on building elements/facades.
6. Front courtyard.
7. Prominent entry door trim detail such as stone or brick.





5.5 MATERIALS AND COLORS

Materials and colors for Tuscan style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Incorporate rough-hewn stone as accent feature.
2. Wrought-iron accents such as decorative railings, window grilles, and balcony features.
3. Flat stucco walls or textured stucco finishes in light earth tones.
4. Decorative tiles with traditional Tuscan designs as accent features on stair risers, entryway thresholds, and/or along walls.
5. Earthy tone color palette
6. Brown or Beige window frames



5.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for Tuscan style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Flat or low-pitched hip or gable roof (maximum 6:12 slope)
2. Red-toned clay tiles or flat roof tiles
3. Multiple roof levels (at least 3)
4. Large overhanging eaves (minimum 12 inches) along primary elevation
5. Shaped timber tiles at eaves
6. When provided, chimneys shall be clad in stucco and shall be the same texture and color as the exterior of the building.



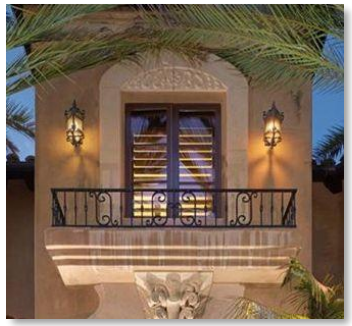


5.7 DOORS AND WINDOWS

Doors and Windows for Tuscan style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Single or double-hung windows are typically more horizontal in proportion with six-over-six muntin patterns and 5 ½" wide trim.
2. Casement windows are typically paired with either four-pane patterns for narrow windows and eight-pane patterns for wider windows.
3. Vertically oriented rectangular or arched windows arranged in asymmetrical patterns.
4. Casement or double-hung sash with flat or arched lintels.
5. Windows and doors shall be recessed 3 to 12 inches from outer wall on primary façade.
6. Round or oval accent windows located on the primary façade.
7. Arched transom windows.









5.8 EXTERIOR LIGHTING

Exterior lighting for Tuscan style projects apply to each residential development type and shall include all of the following Objective Design Standards.

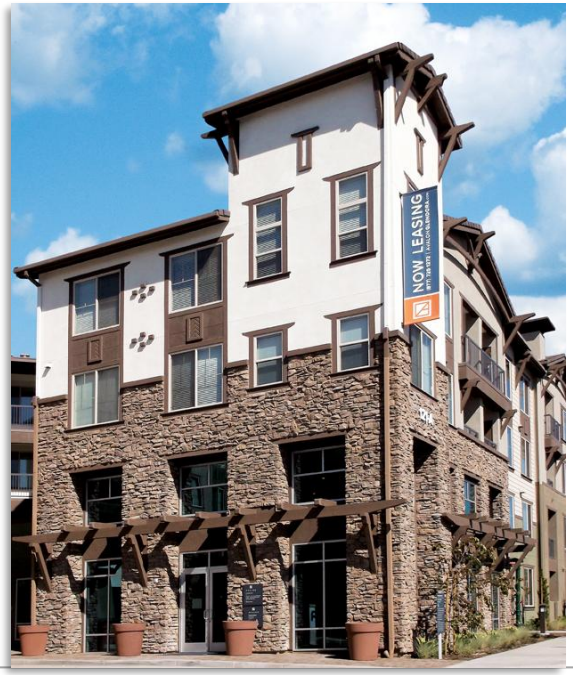
Objective Design Standards
1. Exterior building light fixtures for decorative and local lighting shall be lantern-type wrought iron.
2. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either fully shielded wrought iron, black, or bronze metal fixtures or recessed soffit light fixtures.
3. Exterior building light fixtures for decorative and local lighting shall be lantern-type wrought iron.

5.9 DECORATIVE ELEMENTS

All Tuscan style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Rafter extensions and brackets.
2. Stone or stucco window/door trim.
3. Rectangular or arched wooden door.
4. Arcade or porch at entry .
5. Decorative ironwork (window grilles, railings, light fixtures, decorative planters)
6. Paired decorative wood shutters. Shutters shall be equal to half the width of the window. Shutter styles can either be paneled or louvered.
7. Use of brick, stone or wood columns.
8. Stucco or stone chimneys or tower.
9. Dark color wood trellis.
10. Arched openings and doorways at the ground level.
11. Curved or rectangle wall niches not exceeding three (3) feet in height and three (3) feet in width.
12. Shallow Juliet balconies.

















CHAPTER 6. MODERN ARCHITECTURAL STYLE

6.1 ARCHITECTURAL STYLE OVERVIEW

The Modern architectural style draws inspiration from utilitarian design principles, featuring block forms, contrasting colors, and eclectic combinations of materials in contemporary compositions. This style embodies a minimalist and clean aesthetic. It utilizes simple rectangular shapes and forms, integrating them within horizontal and vertical planes to create dynamic lines. Flat roofs are commonly used to reinforce the rectangular shapes while also providing opportunities for outdoor deck areas. Accents in the Modern style are understated and unpretentious, often taking the form of trellis elements.

6.2 CHARACTER-DEFINING FEATURES



6.3 EXAMPLES OF THE ARCHITECTURAL STYLE



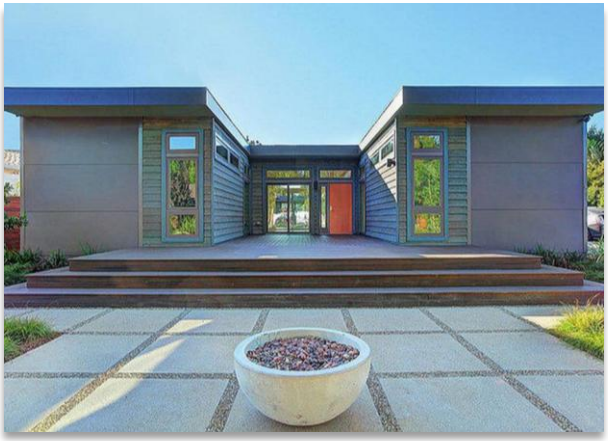
Single-family home with tandem garage parking.



Garden style Apartments with shared open space.



Vertical Mixed-Use Development with residential and commercial uses and attached parking garage.



Single-family home with minimalistic decorative elements.



Attached Townhouses with modern elements.



Multi-family residential community with massing breaks.

6.4 FORM AND MASSING

Form and massing for Modern style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. An irregular, asymmetrical façade.
2. Strong emphasis on geometric shapes and clean lines.
3. Rectangular shape structure.
4. Lack of ornament or moldings.
5. Straight and continuous lines.
6. Repeating lines and elements.
7. Three (3) or more wall planes.

*Note: Arches, ornate columns, or window shutters shall be avoided.





6.5 MATERIALS AND COLORS

Materials and colors for Modern style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Typically use raw and natural materials like wood, concrete, metal, and glass.
2. Use of traditional materials (such as stucco, wood, brick and stone) as an accent.
3. Minimum two (2) materials on the building façade.
4. Use of bold color blocks to emphasize geometric forms and break down massing elements.



6.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for Modern style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Flat or low-pitched shed roofs (4:12 slope max)
2. Deep overhangs (over two (2) feet) are encouraged on sloped roofs.
3. Tile roof shall be prohibited.
4. Multi-family and Mixed-Use Projects may have decks or roof gardens.





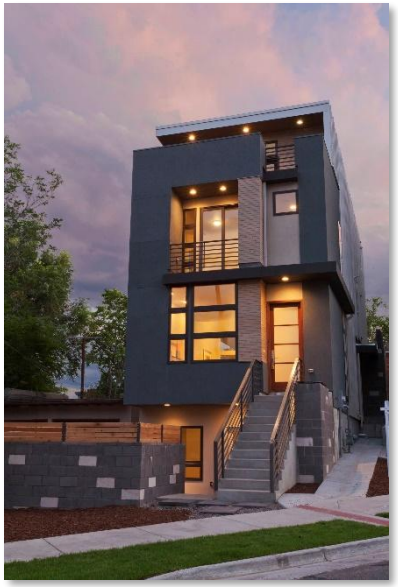


6.7 DOORS AND WINDOWS

Doors and Windows for Modern style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. At least 30% of units in each building shall include at least one (1) large window (i.e. floor-to-ceiling window, sliding windows, picture window) or unadorned glass door.
2. Rectangular shape windows and doors.
3. At least 40% of the primary façade must be glass.
4. Window or balcony wrapping around a corner of the building.
5. Narrow aluminum window frames with square sticking.
6. Valence grids are applied on windows.





6.8 EXTERIOR LIGHTING

Exterior lighting for Modern style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Exterior building light fixtures for decorative and local lighting shall be lantern-type wrought iron.
2. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either wrought iron, black, or bronze metal fixtures or recessed soffit light fixtures.



6.9 DECORATIVE ELEMENTS

All Tuscan style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Metal or glass balcony railings.
2. Picture windows.
3. Floor-to-ceiling glass door.
4. Usable outdoor roof decks.
5. Playful use of color to provide contrasting elements.
6. Metal awning.
7. Bold Branding.
8. Floor-to-ceiling glass windows on the ground level.
9. Broad roof overhang with exposed wood or steel frame.
10. Clerestory windows.
11. Trellis shade structures.
12. Vegetated wall/living wall.



















CHAPTER 7. AMERICAN TRADITIONAL ARCHITECTURAL STYLE

7.1 ARCHITECTURAL STYLE OVERVIEW

The American Traditional architectural style is a fusion of various traditional American styles such as Cottage, Cape Cod, and Farmhouse. It is characterized by simplicity and classic design elements, including rectangular forms, spacious front porches, decorative shutters, dormers, and wood siding. This style represents a traditional interpretation of rural farmhouses. The color palette used in American Traditional homes is typically subtle, with shades of white or gray for the main body of the house, while light or dark shutters provide contrasting accents.

7.2 CHARACTER-DEFINING FEATURES



7.3 EXAMPLES OF THE ARCHITECTURAL STYLE



Cottage Cluster Housing with porch and attached garage.



3-Story Garden Apartments with landscaped open space.



Multi-family apartment building with shared open space.



Single-family home with porch and landscaped front yard.



3-Story Attached Townhouses with internal circulation.



Multi-family residential community with common entry.

7.4 FORM AND MASSING

Form and massing for American Traditional style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. The front façade must be symmetrical, with balanced windows and a central front door.
2. The front entrance must be accentuated.
3. Façades must be flat and building wall offsets must be less than ten (10) feet.
4. Porches, balconies, and shallow projections are allowed.
5. Side-gabled and front-gabled roof forms.
6. Feature elements shall be repeated or reinforced in front façade.
7. Shall not exceed four (4) stories in height.





7.5 MATERIALS AND COLORS

Materials and colors for American Traditional style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. Brick or stone cladding, wood, engineer wood, or vinyl siding cladding.
2. Attached townhomes shall alternate color and cladding from one unit to the next.
3. Off-white and earth tones, muted colors.
4. Asphalt shingles.
5. When shutters are utilized, their color shall contrast with the body of the building.

**Note: Stucco is not allowed.*





7.6 ROOFS AND CHIMNEYS

Roofs and Chimneys for American Traditional style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. Medium to high-pitched roof (minimum 4:12 slope).
2. Asphalt shingles or synthetic slate shingles.
3. Classical entablatures often return at the gable end.
4. Cornices consist of a boxed roof-wall junction with little overhang.
5. When provided, chimneys shall provide the same material used at the base of the building (i.e. brick, stone, or wood siding).



7.7 DOORS AND WINDOWS

Doors and Windows for American Traditional style projects apply to each residential development type and shall include **at least four (4)** of the following Objective Design Standards.

Objective Design Standards
1. At least 80% of windows shall either be single hung or fixed with shaped wood muntin bars.
2. Common accent windows include the Palladian, the circle and the fan light transom panel.
3. Evenly spaced windows.
4. Windows detailed with arched or flat lintels and sills.
5. Bay or pop-out window assemblies.
6. Window resting on a trimmed wood sill and brackets.
7. Sidelights on one or both sides of the front door.
8. 20% of windows have shutters.



7.8 EXTERIOR LIGHTING

Exterior lighting for American Traditional style projects apply to each residential development type and shall include all of the following Objective Design Standards.

Objective Design Standards
1. All exterior lighting shall meet the Lighting Requirements provided in the Municipal Code established by the Zone or Housing Incentive Overlay.
2. Exterior building light fixtures for private patios, porches, entrances, and other similar private spaces shall be either fully shielded wrought iron or steel fixtures or recessed soffit light fixtures.



7.9 DECORATIVE ELEMENTS

All American Traditional style projects shall include **at least four (4)** the following. Mixed-use projects, projects four (4) stories and taller, and/or with more than eight (8) buildings, shall include **at least six (6)** of the following:

Objective Design Standards
1. Porch with slender columns.
2. Cornice returns on the gable ends.
3. Balustrades may be used to accentuate terraces or stoops, or as railings on second floor balconies.
4. Dormer windows.
5. Moldings with applied dentils.
6. Entrance features are elaborately trimmed with wood columns or pilasters.
7. Decorative attic vents.
8. Front door with sidelights and arched transom.
9. Decorative Window Boxes.
10. Stone or brick accented elements.
11. Scrollwork or fretwork details on gable ends or window trims.
12. Carriage house garage doors.
13. Contrasting paneled shutters.
14. Wrought iron or steel hardware.



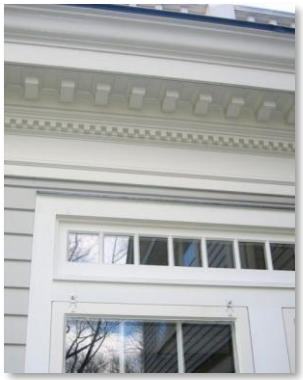














CHAPTER 8. DEFINITIONS

The definitions below are provided in addition to the definitions located in Section 19.104.080 (Definitions) of the City of Buena Park's Zoning Code.

A – DEFINITIONS

ACCENT WINDOW. Accent windows are supplement. It provides aesthetics value and variance to the building. Accent Window types include transom windows, dormer awning windows, picture windows, arch and circle windows, and art glass.

ARCADE. A roofed passageway or lane. A series of arches supported by columns, piers, or pillars, either freestanding or attached to a wall to form a gallery.

AWNING. An architectural fabric or metal projection that provides weather protection, building identity, or decoration, and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a cover is attached.

B – DEFINITIONS

BOARD AND BATTEN. A form of sheathing for wood frame buildings consisting of wide boards, usually placed vertically, whose joints are covered by narrow strips of wood over joints or cracks.

BRACKET. A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

BUILDING MASS (MASSING). Mass refers to the general shape and form as well as size of a building.

C – DEFINITIONS

CLADDING. Building cladding is the application of one material over another to add an extra skin or layer to the building. Commonly used exterior wall cladding materials include brick, vinyl, wood, stone, fiber cements, metal, concrete, and stucco.

CORBEL. A structural piece of stone, wood or metal jutting from a wall to carry a super-incumbent weight, a type of bracket.

CORNICE. A horizontal molding projecting along the top of a wall, building, etc.

CORNICE RETURN. Also called an eave return, a cornice return is a graceful way to transition the eave and the main fascia board around the gable end of a house.

D – DEFINITIONS

DECORATIVE GABLE VENTS. A non-venting louver mounted in the top of the gable.

DIVIDED LITE. Individual panes of glass held in place by wood or synthetic material to create a pattern.

DORMER. A structure projecting from a sloping roof usually housing a vertical window that is placed in a small gable or containing a ventilating louver.

F – DEFINITIONS

FRONT-GABLED ROOF. A gabled roof that faces the road or main entrance.

G – DEFINITIONS

GABLE ROOF. A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, so as to form a gable at each end.

H – DEFINITIONS

HIPPED ROOF. A roof which slopes upward from all four sides of a building, requiring a hip rafter at each corner.

J – DEFINITIONS

JOINERY. It is a part of woodworking that involves joining pieces of wood, engineered lumber, or synthetic substitutes (such as laminate), to produce more complex items.

JULIET BALCONY. A pseudo balcony; a low ornamental railing to a window, projecting but slightly beyond the plane of the window, threshold or sill, having the appearance of a balcony when the window is fully open.

M – DEFINITIONS

MANSARD ROOF. A type of roof with two slopes on each side.

MISSION PARAPET. A low protective wall or railing along the edge of a roof, balcony, or similar structure; in an exterior wall, the part entirely above the roof.

MULLION. A dividing piece between the lights of windows, usually taking on the characteristics of the style of the building.

MUNTIN. A secondary framing member to hold panes in a window, window wall, or glazed door; an intermediate vertical member that divides panels of a door.

O – DEFINITIONS

OVERHANGING EAVES. The projecting overhang at the lower edge of a roof that sheds rainwater.

P – DEFINITIONS

PEDIMENTS. A low-pitched triangular gable above the doorway or above a window; a triangular gable end of the roof above the horizontal cornice, often with sculpture.

PRIMARY WINDOW. Windows that are commonly used and have an independent function. Primary windows shall be able to open from inside. Window types include: casement windows, single-hung, double-hung, slider windows, and bay windows.

R – DEFINITIONS

RAFTER TAILS. The portion of the rafter that hangs over the wall.

ROOF PLANE. The surface of the roof. It could be flat, pitched or on an angle. It is also called the field of the roof.

S – DEFINITIONS

SHINGLE. A small thin piece of building material often with one end thicker than the other for laying in overlapping rows as a covering for the roof or sides of a building.

SHUTTER. Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

SIDE-GABLED ROOF. A gabled-roof that faces either side of the main entrance.

SILL. The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

T – DEFINITIONS

TRANSOM WINDOW. A transom window used above the entry door but can't not open. They usually as wide as the door (or as wide as the door and the sidelights). They can come in square (rectangular), round top, or elliptical.

V – DEFINITIONS

VALANCE GRIDS. Valance grids are similar to the Standard grids but are only across the top of the window or door.

VERANDAS. A raised, covered, sometimes partly closed area, often made of wood, on the front or side of a building.

W – DEFINITIONS

WINDOW SASH. The movable part of a window made up of the vertical and horizontal frame that holds the glass.

WINGWALL. A smaller wall attached or next to a larger wall or structure.

RESOLUTION NO.

GENERAL PLAN AMENDMENT NO. GP-25-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GP-25-2 AMENDING THE LAND USE AND COMMUNITY DESIGN ELEMENT OF THE GENERAL PLAN AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) The City Council of the City of Buena Park adopted the Buena Park General Plan as required by law on December 7, 2010, through the adoption of Resolution No. 12497; and

(ii) The General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, culture, and the overall health and quality of life in the community; and

(iii) The State Department of Housing and Community Development (HCD) requires cities to update their Housing Element every eight years; and

(iv) The City of Buena Park's 6th Cycle Housing Element Update (HEU) was approved by the City Council on January 25, 2022, and Certified by HCD in February 2024; and

(v) To maintain HCD certification of the Housing Element, and as part of the implementation process for ten of the eighteen Housing Element Programs, the City Council initiated General Plan and Zoning Code updates that were scheduled to occur in two phases; and

(vi) The City Council approved phase one which included a General Plan Amendment and Zoning Code Amendment to create five new Housing Incentive Overlay Zones (HIO) and Objective Design and Development Standards in February 2024; and

(vii) The second phase of implementation of the Housing Element is to adopt amendments to the residential and mixed-use zoning classifications to establish permitted uses and development standards consistent with the newly created overlay zones and to update the General Plan Land Use and Community Design Element to be consistent with the Zoning Code amendments; and

(viii) The proposed amendments to the General Plan and Zoning Code will facilitate the development of up to 10,322 dwelling units and up to 438,333 square feet of new commercial space citywide; and

(ix) The proposed amendments are for planning purposes only and no specific construction project is proposed as part of the action to adopt the amendments to the General Plan and Zoning Code; and

(x) The Planning Commission conducted a duly noticed public hearing on May 28, 2025, as required by law, to consider General Plan Amendment No. GP-25-2 to amend the Land Use and Community Design Element; and

(xi) The Planning Commission reviewed and considered all elements of said General Plan Amendment No. GP-25-2 together with the associated Text Amendment (C-25-1) and Environmental Impact Report (EIR-25-1) and voted 5-0 to recommend that the City Council approve General Plan Amendment No. GP-25-2; and

(xii) The City Council has considered and approved EIR-25-1 for the Project under separate Resolution on June 24, 2025, prior to making its determination on proposed General Plan Amendment GP-25-2 and Text Amendment (C-25-1); and

(xiii) On June 24, 2025, the City Council of the City of Buena Park conducted a duly noticed public hearing as required by law to consider the proposed General Plan Amendment GP-25-2 and Text Amendment C-25-1. Said public hearing was concluded prior to the adoption of this Resolution approving General Plan Amendment GP-25-2, and the City Council contemporaneously herewith has adopted an Ordinance approving the Text Amendment application.

(xiv) All legal prerequisites to the adoption of the Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and resolve as follows:

1. The proposed General Plan Amendments are consistent with the goals, policies, purposes, objectives, and programs of the City's General Plan.

2. The proposed General Plan Amendment No. GP-25-2 will promote the orderly development of the City and the public health, safety, and welfare by enhancing and maintaining sound and logical land use and development practices guided by the Land Use and Community Design Element. The proposed General Plan Amendment does not modify any health and safety regulations.

3. The proposed General Plan Amendment No. GP-25-2 will increase and will not diminish opportunities for housing within the City. The proposed General Plan Amendment will create new housing opportunities by facilitating the development of up to 10,322 residential units, which will increase the City's housing supply. The Project will also increase the City's affordable housing supply.

4. The proposed General Plan Amendment No. GP-25-2 will maintain and improve the viability of the housing stock within the area in a manner consistent with the character of surrounding neighborhoods and will promote the orderly development of the City.

5. The proposed General Plan Amendment No. GP-25-2 will promote maintenance and improvement within the area, thereby enhancing and conserving property values.

6. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and information provided to the City Council during the public hearing conducted on June 24, 2025 with respect to the Project.

7. The City Council has reviewed and considered all components of the requested General Plan Amendment No. GP-25-2 including compliance with the California Environmental

Quality Act (CEQA) through the preparation of an Environmental Impact Report (EIR-25-1) adopted by separate resolution, the City Council has determined that the Environmental Impact Report, Mitigation Monitoring and Reporting Program and accompanying Statement of Overriding Considerations is legally adequate.

8. The City Council hereby approves and adopts General Plan Amendment No. GP-25-2, amending the Land Use and Community Design Elements attached hereto as Exhibit A.

9. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: 0 COUNCILMEMBERS:

NOES: 0 COUNCILMEMBERS:

ABSENT: 0 COUNCILMEMBERS:

ABSTAINED: 0 COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
Land Use and Community Design Element Amendments

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Chapter 2

Land Use and Community Design Element

2.1 INTRODUCTION



The Land Use and Community Design Element provides the primary policy foundation for the entire General Plan, as it establishes the desired vision for future land use decisions in the City. The Land Use and Community Design Element directs development patterns by identifying and describing, through diagrams and text, the location and distribution of existing and future land uses throughout the City. The General Plan Land Use Map (Exhibit LU-1) describes land use designations and identifies the geographic distribution of land uses that will help guide future growth and change, consistent with the City's vision. The Land Use Map is a graphical representation of the City's official land use policy, providing the primary policy guidance for future land use decision-making. The Land Use and Community Design Element articulates City goals and policies that address community character and identity, as well as future growth and change, preservation, enhancement of existing resources, and community safety.

2.2 AUTHORITY FOR THE ELEMENT

California Government Code Section 65302(a) requires that the General Plan include: "...a Land Use Element that designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, open space including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities and other categories of public and private uses of land. The Land Use Element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan."

The Land Use and Community Design Element has the broadest scope of the eight ~~seven~~ state- mandated Elements of the General Plan. In addition to Government Code requirements, it has been legally established that while the location of a particular land use may be expressed in general terms, a property owner must be able to identify the General Plan designation for his/her parcel from the land use diagram contained in the Land Use and Community Design Element. While community design is not a State-mandated Element of the General Plan, the City of Buena Park has chosen to include land use and community design under one element.

2.3 SUMMARY OF EXISTING CONDITIONS

The City of Buena Park encompasses approximately 6,751.90 acres and is situated on the northwestern boundary of Orange County, southeast of the Los Angeles County line. As of ~~June 2009~~2022, the City's approximately 6,751.90 acres were mostly built-out, with only ~~117.69~~2.38 acres ~~(1.74 percent)~~ of vacant residential land remaining. ~~Existing land uses within the City include 24,705 dwelling units and 18,014,425 square feet of non-residential uses.~~ Single-family residential uses represent the largest land use within the City at ~~34.34~~35.01 percent. Multiple-family residential uses comprise ~~7.51~~8.89 percent, commercial uses comprise ~~8.25~~4.66 percent, and industrial uses comprise ~~11.05~~9.89 percent of the City. Smaller percentages of the City include mixed-use, office, ~~flood control, public use, lake,~~ open space, and miscellaneous land uses ~~railroad, school, tourist entertainment, utility, and right-of-way~~; refer to Table LU-1, Existing Land Uses in Buena Park.

Table LU-1
Existing Land Uses in Buena Park

Land Use Designations	Acres	Percent of City (%)
Low Density Residential	2,364.29	35.01
Medium Density Residential	225.85	3.34
High Density Residential	374.82	5.55
Planned Development	184.94	2.74
Commercial	315.11	4.66
General Mixed-Use	62.05	0.91
Central Buena Park Mixed-Use	43.24	0.64
Commercial Office Mixed-Use	108.98	1.61
Entertainment Mixed-Use	95.98	1.42
Tourist Entertainment	301.23	4.46
Office Manufacturing	178.04	2.63
Office Professional	25.88	0.38
Industrial	359.53	5.32
Light Industrial	211.41	3.13
Open Space	456.35	6.75
Beach and Orangethorpe Mixed-Use Specific Plan	12.76	1.90
Miscellaneous Uses (1)	1,431.44	21.20
TOTAL	**6,751.90**	**100.0**

Notes:
(1) Miscellaneous land uses include parking areas, roadways/freeways, and railroads within the City of Buena Park.

Source: County of Orange Assessor data dated 10/30/2024 modified and verified by City of Buena Park.

2.3.1 Specific Plans

In general, specific plans are designated to implement General Plan goals and policies by designating land uses, densities, and development and design standards in more specific detail. This is accomplished by designating specific locations and intensities for land uses, and specific development standards and design guidelines. A specific plan is able to address smaller areas that have unique qualities and require focused planning attention. A specific plan may be designed to implement any element of a General Plan.

A specific plan is a comprehensive planning and implementation tool of the General Plan. Currently, there are three adopted specific plans within the City of Buena Park. For each of these designated areas, development and land use are regulated by the respective specific plans.

BEACH BOULEVARD ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP)

The Beach Boulevard Entertainment Corridor Specific Plan encompasses approximately 147 acres located along Beach Boulevard (Highway 39), roughly between Orangethorpe and La Palma Avenues. The Specific Plan was adopted in August 1987, was updated in January 2000, and amended in August 2008. This plan is a comprehensive and cohesive planning guide and implementation tool, providing a strategy for responsible economic growth and a superior physical image for the Beach Boulevard Entertainment Corridor. It was formulated in response to the area's unique conditions and opportunities as a tourist/commercial area. The land use designation in the area is Tourist Entertainment. The current General Plan allows for tourist entertainment uses with a FAR of 2.5. The ECSP was amended in February 2024 to allow the Mixed-Use Overlay-45. There have been additional amendments to the ECSP since adoption. Refer to the document available on the Planning Division's website.

AUTO CENTER SPECIFIC PLAN (ACSP)

The Auto Center Specific Plan, ~~amended in October 2010,~~ encourages a concentration of auto dealers in Buena Park, primarily along the Interstate 5 Freeway (I-5) and Auto Center Drive. The Specific Plan comprises approximately 131 acres including Commercial and Commercial Services land use designations. The ACSP was amended in February 2024 to allow the Mixed-Use Overlay-60 and Mixed-Use Overlay-45. There have been additional amendments to the ACSP since adoption. Refer to the document available on the Planning Division's website.

BEACH AND ORANGETHORPE MIXED-USE SPECIFIC PLAN (BOMUSP)

The Beach and Orangethorpe Mixed-Use Specific Plan encompasses approximately 12.75 acres, located on the northeast corner of Beach Boulevard and Orangethorpe Avenue. The Specific Plan, adopted in 2008, allows for a mixed-use development with a maximum of 1,000 dwelling units, 355,000 square feet of retail space, 195,000 square feet of office space, a 300-room hotel, and 350,000 square feet of open area amenities.

2.3.2 Redevelopment Areas

Adoption of redevelopment plans by cities is allowed by the State Legislature under the Community Redevelopment Law of the State of California. Redevelopment plans are intended to revitalize and rehabilitate blighted areas. Government assistance is provided initially with the intent to encourage private investment. Because redevelopment projects must be in conformance with the General Plan, these plans are one of the more powerful means cities have to implement the goals and policies set forth in their General Plan.

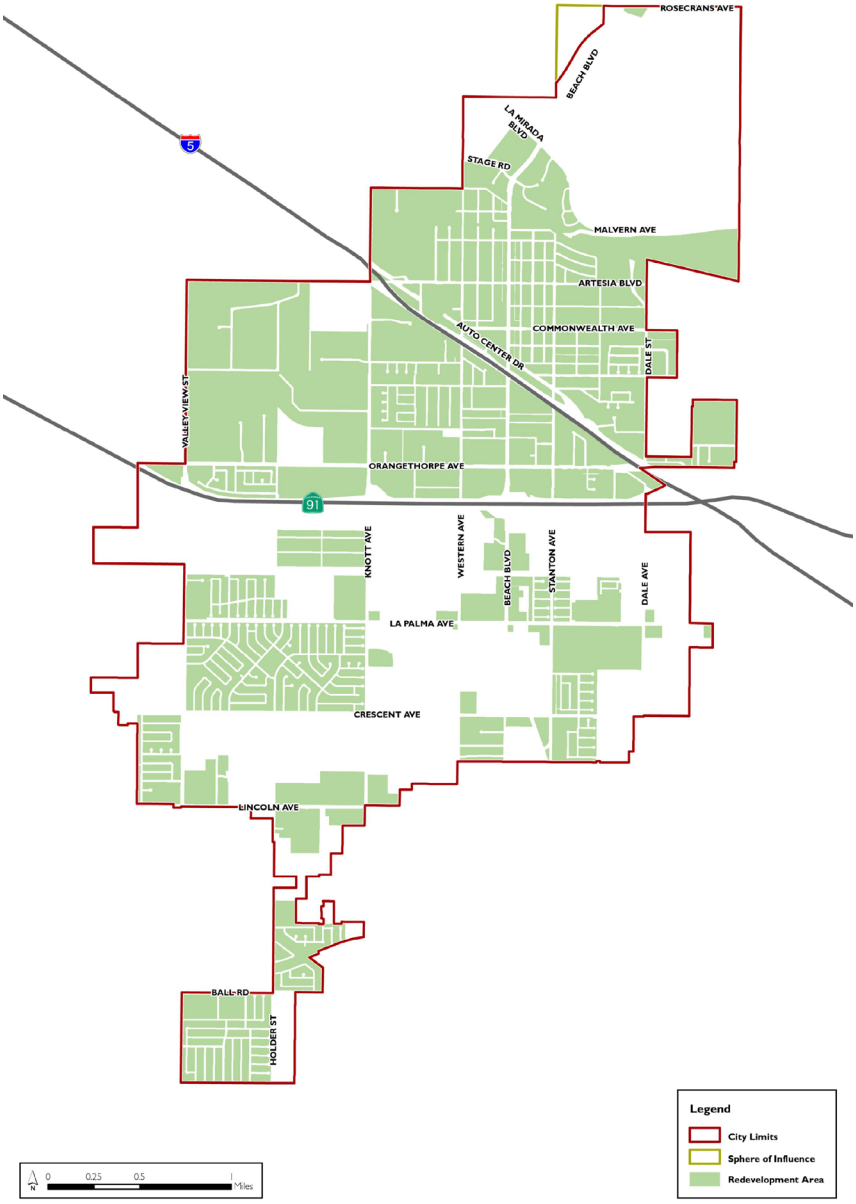
The City of Buena Park Community Redevelopment Agency was formed in 1972 to rehabilitate and revitalize blighted and deteriorated areas in the Consolidated Redevelopment Project Area.

The Project Area is 3,940 acres in size and is comprised of four project areas that were merged in May 2002 by adoption of Ordinance No. 1422.

Amendment 2007 created the Merged, Amended, and Restated Redevelopment Plan (Amended Plan), which incorporates the provisions of the redevelopment plans previously adopted for the Consolidated Project Area.

The Amended Plan establishes a process and framework for implementation. The Amended Plan also establishes several goals for redevelopment activities within the Consolidated Project Area.

Effective February 1, 2012, the Redevelopment Agency (RDA) of the City of Buena Park was dissolved by Governor Jerry Brown and State Legislatures pursuant to Assembly Bill X1 26 (AB X1 26).



Buena Park Redevelopment Areas

The City of Buena Park has elected to become the Successor Agency to carry-out the existing obligations of the former Redevelopment Agency. The City of Buena Park has also elected to retain the former Redevelopment Agency's housing functions, including retaining all of the housing assets, rights, powers, duties, obligations and functions previously performed by the former Redevelopment Agency in administering its Low and Moderate Income Housing Fund.

2.4 LAND USE PLAN

2.4.1 Overview of Land Use Plan

The graphic description of the City of Buena Park's official policy relative to land use is presented on Exhibit LU-1, General Plan Land Use Map. This diagram illustrates the general location and distribution of various land uses in Buena Park. The majority of change and growth associated with the General Plan is anticipated to occur over an assumed 25-year period primarily within the identified Focus Areas; refer to Exhibit LU-2, Focus Areas.

2.4.2 Focus Areas

The City has identified key areas for policy focus. These are areas that the City anticipates will have the highest likelihood of change through redevelopment and new development over the life of the General Plan. These Focus Areas have unique characteristics or opportunities that are addressed in the General Plan's policies. New and revised Land Use Designations included in this General Plan occur only within ten Focus Areas identified in this General Plan.

- Central Buena Park
- Orangethorpe Corridor East
- Orangethorpe Corridor West
- Entertainment Corridor
- Entertainment Corridor North
- Northwest
- Civic Center
- Commonwealth Corridor
- North Beach Commercial
- Fillmore/Jackson

Table LU-2, Focus Area ~~Projected~~ Existing Land Use ~~Change~~, identifies the ~~assumed change over~~ existing ~~conditions~~ land uses ~~that would occur~~ within each Focus Area of the General Plan.

Table LU-2
Focus Area Existing Land Use

Focus Area	Total Acres	Residential Acres	Commercial Acres	Mixed-Use Acres	Entertainment Acres	Industrial/ Office/ Manufacturing Acres	Other [1]
Central Buena Park	100.26	62.74	-	36.20	-	-	1.32
Orangethorpe Corridor East	81.68	18.4	-	31.8	-	30.6	0.80
Orangethorpe Corridor West	140.98	13.91	59.45	-	-	67.23	-
Entertainment Corridor	380.43	3.70	21.81	95.97	258.62	-	-
Entertainment Corridor North	67.95	-	-	11.75	42.55	-	12.76
Northwest	144.63	-	-	-	-	144.63	-
Civic Center	58.22	23.66	19.92	12.74	-	-	1.82
Commonwealth Corridor	48.92	7.59	4.10	-	-	33.57	2.96
North Beach Commercial	50.78	5.86	-	-	-	36.60	8.22
Fillmore/Jackson	13.81	13.81	-	-	-	-	-
TOTAL	**1,087.66**	**149.67**	**105.28**	**188.46**	**301.17**	**312.63**	**27.88**

[1] Other land uses refer to the Planned Development, Specific Plan, and Open Space land use designations.

Source: County of Orange Assessor data dated 10/30/2024 modified and verified by City of Buena Park.

Table LU-3, General Plan Land Use Projections 2035, provides a summary of the projected total land use in 2035 based upon an assumed buildout of the land use policies in this General Plan.

Table LU-3
General Plan Land Use Buildout Projections 2035

Focus Area	Acres	Residential (DU)	Commercial (SF)	Industrial/Office/ Manufacturing (SF)	Public Use (SF)
Central Buena Park	100.26	608	384,080	161,231	27,641
Orangethorpe Corridor East	81.68	411	227,937	1,042,412	61,943
Orangethorpe Corridor West	140.98	242	1,009,959	991,723	16,363
Entertainment Corridor	380.43	831	4,971,773	261,481	20,338
Entertainment Corridor North	67.95	937	1,688,543	259,550	0
Northwest Area	144.63	0	50,006	4,223,357	0
Civic Center	58.22	411	119,731	49,328	139,239
Commonwealth Corridor	48.92	250	80,987	276,690	2,604
North Beach Commercial	50.78	122	357,148	222,320	0
Fillmore/Jackson	13.81	296	0	0	0
Outside Focus Area	4,226.79	22,113	1,188,635	8,241,687	177,384
Total	**5,314.45**	**26,222**	**10,113,364**	**15,729,779**	**445,512**

Note 1: The 2035 buildout projections assume full utilization of land to the maximum potential allowed by the General Plan policy. It is understood that the assumed buildout projections may not be fully realized during the life of the General Plan. The total acreage does not include the acreage associated with roadways/freeways.

Note 2: The General Plan Land Use Projections for the Focus Areas do not account for the build-out of the Housing Incentive Overlays. The Housing Incentive Overlays have a maximum build-out potential of 9,436 dwelling units and 438,333 square feet of non-residential space. Within the Focus Areas, the Housing Incentive Overlays have a maximum build-out potential of approximately 6,346 dwelling units.

Based upon the buildout projections identified for the General Plan, Table LU-4, General Plan Update Growth Assumptions, identifies the growth associated with the General Plan Update.

Table LU-4
General Plan Update Growth Assumptions

Description	2008/2009 (1)	2035 (1)	Change
Population	83,385 (2)	88,616	+5,231 (3)
Dwelling Units	24,705	26,222	+1,517
Household Size (persons/household)	3.448 (2)	N/A	N/A
Non-Residential Development (square feet)	18,014,425	26,338,649	+8,324,224
Vacant Acreage	118	N/A	N/A

Notes:
(1) The planning horizon for the proposed General Plan Update extends from 2008/2009 to 2035.
(2) State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State, 2001-2009, with 2000 Benchmark*, Sacramento, California, May 2009.
(3) Based upon the addition of 1,517 dwelling units over existing conditions (2008/2009) and 3.448 persons per household.
(4) The population, dwelling units, and non-residential square footage estimates do not account for the Housing Incentive Overlays. The Housing Incentive Overlays have a maximum build-out potential of 9,436 dwelling units and 438,333 square feet of non-residential space. The Housing Incentive Overlays will remain in effect until buildout and may extend past the 2035 General Plan. Once build-out of the Housing Incentive Overlays has been achieved, it will increase the City's population by approximately 32,535 based on 3.448 persons per household.

Insert Exhibit LU-1
General Plan Land Use Map
11x17 color

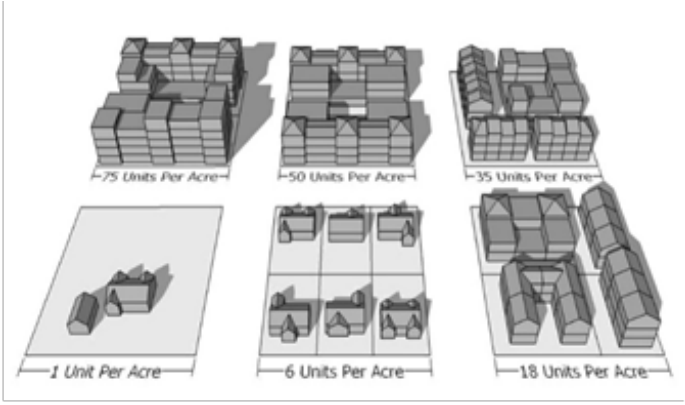
Insert Exhibit LU-2
Focus Area Map
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2.5 GENERAL PLAN LAND USE DESIGNATIONS

State law requires the Land Use Element to identify a quantifiable measure of residential densities and non-residential building intensities allowed in the City. General Plan Land Use Designations descriptions are supplemented by a quantification of the type and intensity of development allowed in each Land Use Designation. While terms like "residential," "commercial" and "industrial" are generally understood, State law requires a clear and concise description of each land use depicted on the General Plan Land Use Map (Exhibit LU-1) found in this Element.

2.5.1 Residential Density

The term "density" in a land use context is a measure of the desired population or residential development capacity of the land. Residential density is described in terms of dwelling units per gross acre (du/ac). Gross acreage, in terms of residential density, refers to the total land area of a parcel and provides the basis for calculating dwelling units per gross acre (du/ac). Thus, the density of a residential development of 2.0 dwelling units occupying 1.0 gross acre of land is 2.0 dwelling units per acre (du/ac). A dwelling unit is a building, or a portion of a building used for human habitation and may vary considerably in size, from small apartments to large single-family homes. Residential acreage is defined as the area developed for residential use, exclusive of local serving streets, alleys, or arterials.



Visualizing Residential Density

BASE LAND USE DENSITY

The base land use density refers to the maximum number of units per acre permitted under the corresponding zoning district. The base densities for the Low Density Residential category is a maximum of 7.2 units per acre. The base densities for the Medium Density Residential categories are a maximum of 10 units per acre for multi-family uses and a maximum of 12 units per acre for mobile home parks. ~~and~~ The base densities for the High-Density Residential category~~ies are~~ is ~~10 units per acre and~~ 20 units per acre~~, respectively~~.

LOT CONSOLIDATION ~~SITE AREA~~ BONUS

The City promotes the assembly of parcels to encourage larger multiple-family developments. In areas designated Medium Density Residential, up to six additional units per acre (over the number permitted by the base land use density) may be granted as a site assembly bonus. The site area bonus for the High Density Residential category is four additional units per acre.

HOUSING AFFORDABILITY BONUS

State Density Bonus Law (Government Code Section 65915), provides that local governments shall grant density bonus and regulatory concessions and incentives to developers of housing, child care facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower income households, very low income households, moderate income households or qualifying residents. Density bonuses apply to any housing development that is entitled to receive a density bonus

pursuant to the State Density Bonus Law. The State Density Bonus Law is adopted by reference in the City of Buena Park's Zoning Ordinance. ~~The City provides for the development of affordable housing for lower-income households through its affordable housing density bonus program in accordance with State law. The specific provisions of the affordable housing density bonus program are outlined in the City's Municipal Code. When utilizing the affordable housing density bonus program, the allowable density is increased by up to 100 percent for senior housing and 35 percent for non-senior housing, consistent with State density bonus law, as amended.~~

HOUSING ~~OPPORTUNITIES~~ INCENTIVE OVERLAYS

To provide for affordable housing opportunities consistent with the City's identified remaining housing growth need in the Housing Element ~~and AB 2348~~, the 2035 General Plan includes ~~a~~ six Housing ~~Opportunities~~ Incentive Overlay designations. Target sites to increase affordable housing opportunities are included in these O~~o~~verlays. The base density for these O~~o~~verlay designations ~~is 30 du/ac~~ range from 40 du/ac up to 100 du/ac. The Housing Incentive Overlays include the Mixed-Use Overlay-45 (up to 45 du/ac), Mixed-Use Overlay-60 (up to 60 du/ac), Mixed-Use Overlay-100 (up to 100 du/ac), Housing Opportunities Overlay (up to 50 du/ac), Religious Congregational and Fraternal Overlay (up to 40 du/ac), and Hotel/Motel Conversion Overlay (density varies). Refer to the Housing Incentive Overlays Objective Design and Development Standards.

CLUSTER BONUS

For single-family residential developments that apply cluster development designs, a cluster bonus of 20 percent may be granted, reducing the average lot size and increasing the density permitted. Densities up to 8.7 du/ac are allowed with a Cluster Bonus for Low Density Residential development.

SB-9 DUPLEXES AND LOT SPLITS

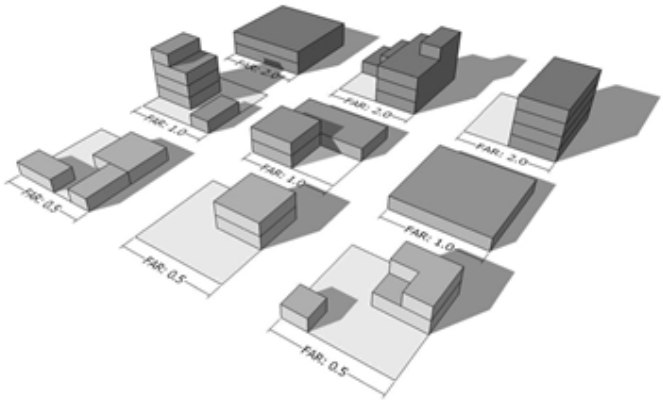
Senate Bill (SB) 9 (Government Code Section 65852.21 and Government Code Section 66411.7) requires ministerial approval of a housing development with no more than 2 primary units in a single-family zone, the subdivision of a parcel in a single-family zone into two parcels, or both. SB 9 facilitates the creation of up to 4 housing units in the lot area typically used for one single-family home.

ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are located on the same lot either attached or detached to the primary unit and provide complete, independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation. ADUs are allowed in all residential and mixed-use zones on parcels that contain an existing or new single- or multi-family dwelling. To address the State-wide housing crisis, rising housing costs, and shortage of affordable housing options, State legislature has passed a series of bills aimed at facilitating local approval processes for ADUs and lifting regulations that may otherwise limit ADU size, location, zone or other development capacities related to ADUs.

2.5.2 Non-Residential "Intensity"

The term "intensity" refers to the degree of non-residential development based on building characteristics such as height, bulk, floor area ratio, and percentage of lot coverage. Floor Area Ratio (FAR) is a common expression of non-residential land use intensity. The FAR is calculated by dividing the total gross floor area of all buildings on a lot or parcel by the total area of that lot/parcel. For example, a building with a gross floor area of 5,000 square feet on a 10,000 square foot lot would have an FAR of 0.5 while a building with 20,000 square feet of floor area on the same lot would yield an FAR of 2.0. For mixed-use developments, parking structures are not included in the FAR calculation. Higher FARs generally indicate larger amounts of building square footage and/or increased building heights.



Visualizing Non-Residential Intensity

Allowing all parcels to be developed to the maximum FAR or density allowed is not the intention of this General Plan. The intention is to reflect a maximum development envelope or density range under appropriate conditions, and in accordance with applicable detailed zoning regulations found within the City's Municipal Code and other applicable regulatory documents. There are many factors that may limit, or affect a development's ability to achieve the maximum density or FAR on a specific parcel, resulting from the parcel's physical limitations, the City's zoning standards, and how a owner/developer chooses to address the function and design of the development. These factors may include, but are not limited to, the following:

- Parcel size and configuration;
- Height limits;
- Lot coverage allowed;
- Requirements for setbacks, landscaping amenities, and open space;
- Development standards and design guidelines;
- Type of parking provided (surface, below-grade, or structured);
- Adjacency to sensitive land uses, such as single-family neighborhoods; and/or
- Location in regards to proximity to airport and flight patterns.

2.5.3 Residential Land Use Designations

Residential land use is classified into three categories, which begin with low density, single-family residential and then continue through residential areas of increasing density. Residential land use density is calculated on the basis of net acres (i.e., only land occupied for dwelling purposes is measured; streets and other public facilities are not included).



Low Density Residential

LOW DENSITY RESIDENTIAL

The Low Density Residential designation provides for single-family detached homes on individual lots. The typical lot size for

this category is 6,000 square feet, though larger lot and estate development is also included in this residential category. Future development within the Low Density Residential designation should maintain and enhance the existing neighborhood character and be configured as a single unit on a parcel. The designation also allows for compatible uses such as neighborhood parks, schools, and other small-scale civic or institutional uses. The base development density standard is up to 7.2 du/ac. ~~Densities up to 14.4 du/ac are allowed with an Affordable Senior Housing Bonus and densities up to 9.0 du/ac are allowed with an Affordable Housing Bonus.~~ Additional density bonuses are permitted pursuant to State Density Bonus Law.

MEDIUM DENSITY RESIDENTIAL

The Medium Density Residential designation provides for single-family attached housing and smaller scale multi- family housing. The designation is a transition between detached single-family areas and higher-density multiple family areas and includes duplexes, triplexes, condominiums, and apartments.



Medium Density Residential

The base development density standard is a maximum of 10 du/ac. Densities up to 16 du/ac are allowed with the Site Area Bonus. ~~The development intensity may be increased from 20 to 30 du/ac with the application of the Affordable Senior Housing Bonus and 12.5 to 20 du/ac with the application of the Affordable Housing Bonus.~~ Additional density bonuses are permitted pursuant to State Density Bonus Law.

HIGH DENSITY RESIDENTIAL

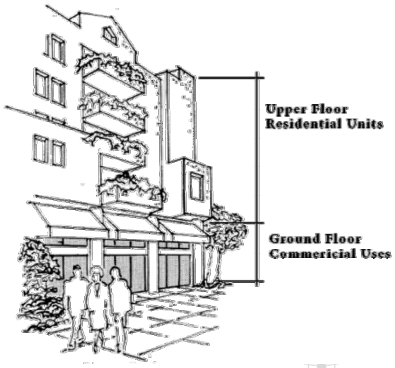
Development in the High-Density Residential designation is characterized by condominium and apartment development. Development at this density requires consideration of internal and external circulation, the relationship of buildings and units to each other, and the provision of common open space and private outdoor living areas.



Medium Density Residential

The base density standard for the High-Density Residential designation is 20 du/ac. The density standard may increase to 24 du/ac with the application of the Site Area Bonus. ~~The Affordable Housing Area Bonus may further increase the density to 30 du/ac and the Affordable Senior Housing Area Bonus may increase the density to 48 du/ac.~~ Additional density bonuses are permitted pursuant to State Density Bonus Law.

2.5.4 Mixed-Use Land Use Designations



There are five mixed-use land use designations included in the Land Use and Community Design Element. These designations provide for a horizontal or vertical mix of uses. Three of the designations provide for a mix of residential and non-residential uses and utilize both residential density and non-residential intensity standards. These standards are intended to be applied separately from one another. In other words, a mixed-use

designation that allows a base density of 30 du/ac and an intensity of 1.0 FAR allows for development of residential units at 30 du/ac on the same site with 1.0 FAR non-residential development. There is no equivalency calculation required.

GENERAL MIXED-USE

This designation provides for a horizontal or vertical mix of high-density residential and neighborhood commercial uses along major arterials. Floor area ratios up to 1.0 are permitted and the base density is 32 units per acre.

CENTRAL BUENA PARK MIXED-USE

The Central Buena Park Mixed-Use Designation encourages the addition of higher-density residential and/or office uses above existing commercial and office uses in a pedestrian-friendly setting that respects the adjacent residential uses. Floor area ratios up to 1.0 are permitted and the base density is 45 du/ac.

ENTERTAINMENT MIXED-USE

The Entertainment Mixed-Use Designation provides for a mix of higher-density residential, entertainment and commercial uses that support entertainment and tourism uses within the City. Floor area ratios up to 3.0 are permitted and the base density is 80 du/ac.

COMMERCIAL OFFICE MIXED-USE

The Commercial Office Mixed-Use Designation encourages the addition of higher-intensity commercial and office uses within existing commercial and industrial areas. Floor area ratios up to 0.5 are permitted.





Left to Right:
Central Buena Park Mixed-Use, Entertainment Mixed-Use, and Commercial Office Mixed-Use

BEACH AND ORANGETHORPE MIXED-USE SPECIFIC PLAN

The Beach and Orangethorpe Specific Plan supports a world class mixed-use development comprised of commercial retail, full service hotel, office, and multiple- family units in high-rise buildings with multi-level parking that is unique and distinctive from conventional land use patterns of independent and unrelated activities. The amount of potential development in this area is defined in the Specific Plan.



Beach and Orangethorpe Mixed-Use

2.5.5 Commercial Land Use Designations

Land use designations in this category apply to most of the established commercial districts in the City. The types of development included in the commercial land use designations consist of freestanding commercial development and smaller neighborhood or community retail centers located along major roadways, with the exception of strip commercial development. There are three commercial land use designations provided in the Land Use and Community Design Element. The development intensity standards for the commercial land use designations are defined using a floor area ratio (FAR) standard discussed previously.

COMMERCIAL

This land use category includes a wide range of general commercial land uses characterized by convenience, neighborhood, and community shopping centers, as well as freestanding and highway commercial uses, which may include grocery stores, drug stores, convenience stores, a wide variety of retail stores and services, restaurants and specialized food stores, gas stations, and offices. Floor area ratios of up to 0.3 are permitted.



Commercial

OFFICE PROFESSIONAL

This land use designation provides for offices for professional, medical, and business purposes and limited retail sales and services that serve those businesses. The Office Professional designation is used to specify particular locations within the City where office uses are more desirable compared to other types of general commercial development. This designation does not preclude the placement of office uses in other areas where they are permitted under the General Plan, Specific Plans and Zoning. Floor area ratios of up to 1.0 are permitted.



Office Professional

TOURIST ENTERTAINMENT

The General Plan provides for a land use category that focuses on the entertainment and tourist-related land uses that are unique to Buena Park. This land use designation includes areas of the City which provide tourist and entertainment-related services and supporting retail and service uses. Floor area ratios of up to 2.5 are permitted.



Tourist Entertainment

2.5.6 Industrial Land Use Designations

The Land Use Plan provides for continuation of industrial land uses and development in the City which range from small light industrial uses to large scale, heavy industrial operations. Three designations occur in this land use category.



Office Manufacturing

OFFICE MANUFACTURING

This designation provides for seamless integration of office and manufacturing uses with supportive single- purpose retail uses. Development may occur in the form of business parks with campus-style layouts or single tenant, stand-alone layouts with individual tenants. Manufacturing uses are intended to be low impact and compatible with office uses. Floor area ratios up to 1.5 are allowed.



Light Industrial

LIGHT INDUSTRIAL

Industrial and manufacturing activities included in the Light Industrial designation may range from business parks to smaller multi-tenant developments. Other light industrial activities may include contractor's yards, research and development, limited light manufacturing, warehousing, distribution, assembly, and laboratories. Limited retail and offices affiliated with the primary industrial and manufacturing activities are allowed. Floor area ratios up to 0.6 are allowed.



Industrial

INDUSTRIAL

This land use designation is reserved for larger, more intensive activities involving manufacturing, warehousing, and/or distribution. Land designated as industrial is mostly confined to an area west of Knott Avenue and north of Orangethorpe Avenue. The applicable floor area ratio for the Industrial designation is 1.0.

2.5.7 Open Space Land Use Designation

The Open Space designation assumes that land so designated will remain as open space for recreational uses or for purposes of conservation and/or safety. The area of Buena Park designated as Open Space include the City's parks, the Ralph B. Clark Regional Park, open space land dedicated as part of development agreements, open space land included within the Los Coyotes Country Club, a number of utility easements, storm drain channels, and freeway rights-of-way.



Open Space

2.5.8 Planned Development Land Use Designation

The Planned Development designation provides for land uses and development standards to be tailored to individual sites. This land use designation assumes that a master plan will be prepared for each area so designated. The master plan must discuss development phasing, development intensities, amenities, design, and how the development is going to conform with the principles and policies included in the General Plan. It is intended to preclude incremental development which may be detrimental to the whole.

2.5.9 Housing Incentive Overlay Land Use Designation

The Housing Incentive Overlays (HIO) are overlays created to encourage production of housing within the City for a range of affordable housing opportunities consistent with the City's adopted Housing Element and Government Code Section 65580. The overlays do not change, override, or make non-conforming, the underlying land use designation of any property.

To comply with State legislation, the City developed Objective Design and Development Standards (ODDS) to support and streamline the development of affordable housing within the City's six (6) HIO's, pursuant to Government Code Section 65913.4. The HIO's shall have a minimum site area of 0.5 acres and accommodate at least sixteen (16) units on the site. Required affordability percentages vary per income level. The HIO can be relied upon without changing the underlying land use designation if the development meets the criteria set forth in the ODDS.

MIXED-USE OVERLAY - 45

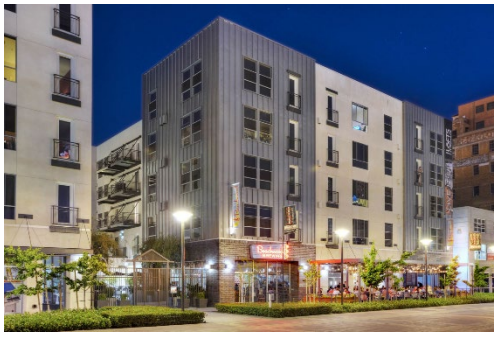
This Overlay is applied to target sites within the City and provides for a horizontal or vertical mix of housing choices with limited or no commercial services. Affordable units are required at a sliding scale of affordability. A neighborhood serving commercial component is required along at least 50 percent of the building frontage of proposed development that has a frontage on a Major and Primary highway (See Mobility Element for definitions). Allows floor area ratios up to 1.5 and base density of a minimum of 16 du/ac up to 45 du/ac. Additional density bonuses are permitted in excess of 20% Low-Income Units pursuant to State Density Bonus Law.



Mixed-Use Overlay-45

MIXED-USE OVERLAY-60

This Overlay is applied to target sites within the City and provides for a horizontal or vertical mix of housing choices with limited or no commercial services. Affordable units are required at a sliding scale of affordability. A commercial component is required along at least 50 percent of the building frontage of proposed development that has a frontage on a Major and Primary highway (See Mobility Element for definitions). Allows floor area ratios up to 1.0 base density of a minimum of 16 du/ac up to 60 du/ac. Additional density bonuses are permitted in excess of 20% Low-Income Units pursuant to State Density Bonus Law.



Mixed-Use Overlay-60

MIXED-USE OVERLAY-100

This Overlay is applied to target sites within the City and provides for a horizontal or vertical mix of housing choices with limited or no commercial services. Affordable units are required at a sliding scale of affordability. A commercial component is required along at least 50 percent of the building frontage of proposed development that has a frontage on a Major and Primary highway. Allows floor area ratios up to 1.75 and base density of a minimum of 16 du/ac up to 100 du/ac. Additional density bonuses are permitted in excess of 20% Low-Income Units pursuant to State Density Bonus Law.



Mixed-Use Overlay-100

HOUSING OPPORTUNITIES OVERLAY

This Overlay is applied to target sites within the City that already allows for multi-family uses and provides for higher-density affordable housing opportunities. Allows residential density of up to 50 du/ac. Additional density bonuses are permitted in excess of 20% Low-Income Units pursuant to State Density Bonus Law.



Housing Opportunities Overlay

RELIGIOUS CONGREGATIONAL AND FRATERNAL SITES OVERLAY

This Overlay is applied to target sites within the properties owned by faith-based institutions and provides for higher-density affordable housing opportunities. Allows residential density up to 40 du/ac. Additional density bonuses are permitted in excess of 20% Low-Income Units pursuant to State Density Bonus Law.



Religious Congregational and Fraternal Sites Overlay

HOTEL/MOTEL CONVERSION OVERLAY

This Overlay is applied to target sites within the City to allow for the conversion existing transient residential structures, such as hotels and motels, into permanent multi-family housing for lower-income households.



Hotel/Motel Conversion Overlay

2.5.10 General Plan Land Use Summary

Table LU-5, General Plan Land Use Summary, summarizes the allowable density/intensity by land use designation.

Table LU-5
General Plan Land Use Summary

Land Use Designation	Acres	Base Density	Intensity	Allows for Mix of Uses
Low Density Residential	~~2,232.32~~2,364.29	7.2 du/ac	-	No
Medium Density Residential	~~227.41~~225.85	10 du/ac	-	No
High Density Residential	~~363.81~~374.82	20 du/ac	-	No
Planned Development	~~188.51~~184.94	Varies	-	Varies
General Mixed-Use	~~60.60~~62.05	32.0 du/ac	1.0 FAR	Yes
Central Buena Park Mixed-Use	~~43.72~~43.24	45.0 du/ac	1.0 FAR	Yes
Entertainment Mixed-Use	~~95.93~~95.98	80 du/ac	3.0 FAR	Yes
Commercial Office Mixed-Use	~~109.20~~108.98	-	0.5 FAR	Yes
Beach and Orangethorpe Mixed-Use Specific Plan	~~12.77~~12.76	Based on Specific Plan development limitations	Based on Specific Plan development limitations	Yes
Commercial	~~328.31~~315.11	-	0.3 FAR	No
Office Professional	~~26.95~~25.88	-	1.0 FAR	No
Tourist Entertainment	~~302.15~~301.23	-	2.5 FAR	No
Light Industrial	~~227.17~~211.41	-	0.6 FAR	No
Industrial	~~358.21~~359.53	-	1.0 FAR	No
Office Manufacturing	~~183.24~~178.04	-	1.5 FAR	No
Open Space	~~449.23~~456.35	-		No
Mixed-Use Overlay-45	-	45 du/ac	1.5 FAR	Yes
Mixed-Use Overlay-60	-	60 du/ac	1.0 FAR	Yes
Mixed-Use Overlay-100	-	100 du/ac	1.75 FAR	Yes
Housing Opportunities Overlay	-	50 du/ac	-	No
Religious Congregational and Fraternal Sites Overlay	-	40 du/ac	-	Varies
Hotel/Motel Conversion Overlay	-	Varies	Varies	Varies
TOTAL	5,320.46	-	-	-

Notes:
1. Total acreage excludes unparcelized rights-of-way, including roadways and freeways, and parcels without land use designations.
2. Areas designated Medium Density Residential and High Density Residential may be granted up to six additional units per acre and four additional units per acre, respectively, over the number permitted by the base land use density.

2.6 GENERAL PLAN AND ZONING RELATIONSHIP

Table LU-6, Relationship of Zoning Districts to General Plan Land Use Designations, shows the relationship between the General Plan land use designations and the intended implementation of zoning districts. This table indicates how properties should be zoned to be consistent with the General Plan Land Use Map.

Table LU-6
Relationship of Zoning Districts to General Plan Land Use Designations

Zoning District	Land Use Designations														
	Low Density Residential	Medium Density Residential	High Density Residential	Planned Development	General Mixed Use	Central Buena Park Mixed-Use	Entertainment Mixed-Use	Commercial Office Mixed-Use	Beach and Orangethorpe Mixed-Use Specific Plan	Commercial	Office Professional	Tourist Entertainment	Light Industrial	Industrial	Office Manufacturing	Open Space
RS-16	X															
RS-10	X															
RS-8	X															
RS-6	X															
RMH		X														
RM-10		X														
RM-20			X													
CO											X					
CS										X						
CG										X						
CM																
MR													X			
ML													X			
MH														X		
OS																X
OR																X
AR												X				
ECSP												X				
ACSP						X										
BOMUSP									X							
Planned Development				X												
GMU					X											
EMU							X									
CBPMU						X										
COMU								X								

2.7 FOCUS AREA VISION AND URBAN FORM

Districts are areas of the City that have a certain identifiable character due to land use, neighborhood design, architecture, streetscape, etc. A district has common characteristics that make it unique from the larger urban area. The principal districts in Buena Park are the Focus Areas, previously identified. Refer to Exhibit LU-2 for the location of the Focus Areas. For each Focus Area, the distinct vision and desired urban form for each of the 10 districts or focus areas is described in this section. Architectural design guidance for each focus area can be found in Section 2.8, Building Typologies, while streetscape design guidance for major streets in the focus areas can be found in Section 2.9, Public Realm Design. Combined, Sections 2.4, 2.5, 2.7, 2.8, and 2.9 of the General Plan are intended to serve as building blocks for the development of a form-based code.

What is a Form-Based Code?

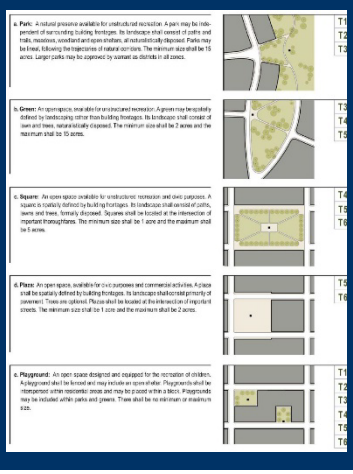
Form-based codes foster predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. These codes are adopted into city law as regulations, not mere guidelines. Form-based codes are an alternative to conventional zoning. Form-based codes commonly include the following elements:

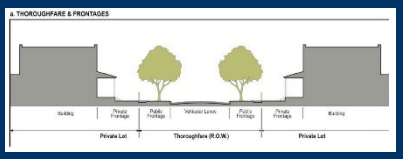
- Regulating Plan. A plan or map of the regulated area designating the locations where different building form standards apply, based on clear community intentions regarding the physical character of the area being code.
- Public Space Standards. Specifications for the elements within the public realm (e.g., sidewalks, travel lanes, on-street parking, street trees, street furniture, etc.).
- Building Form Standards. Regulations controlling the configuration, features, and functions of buildings that define and shape the public realm.
- Administration. A clearly defined application and project review process.
- Definitions. A glossary to ensure the precise use of technical terms.

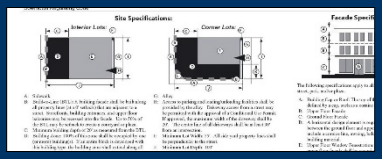
Form-based codes also sometimes include:

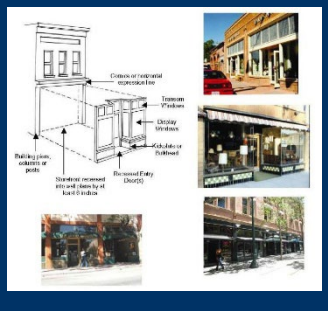
- Architectural Standards
- Landscaping Standards
- Signage Standards
- Environmental Resource Standards

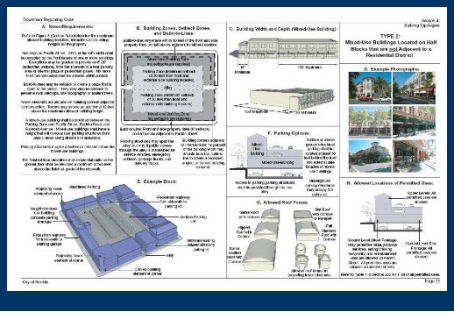
Source: www.formbasedcodes.org









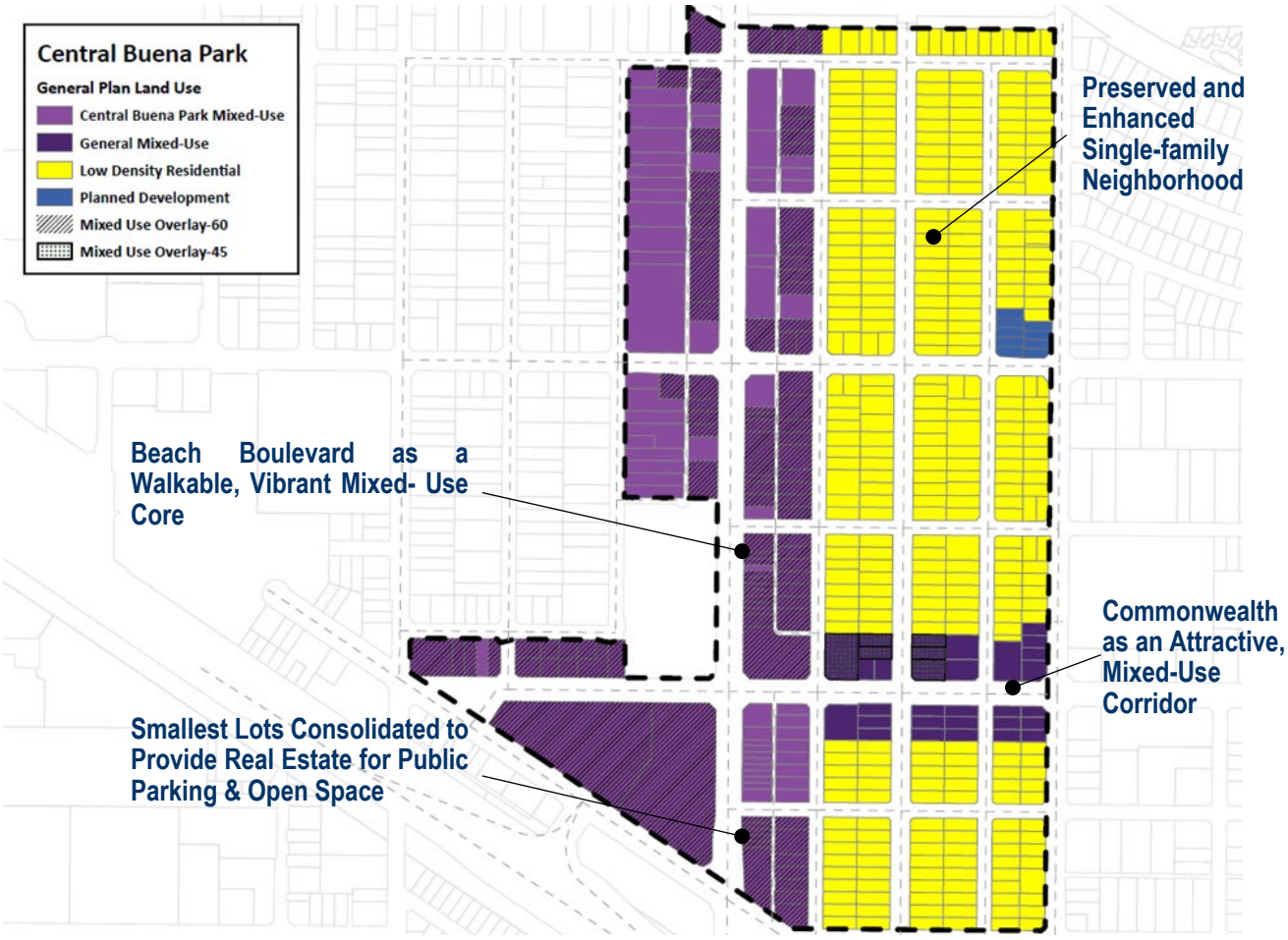


2.7.1 Central Buena Park Focus Area

The Central Buena Park Focus Area historically represents the commercial heart of the City and is located along Beach Boulevard, a major arterial. Existing uses in the area include smaller-scale commercial and office uses along Beach Boulevard and low-density residential uses to the east and west of Beach Boulevard. There are a number of non-conforming uses in the area. The development pattern includes small parcels and alleys that are unique to Central Buena Park. Central Buena Park has a number of opportunities to integrate housing with retail and other job- creating uses.

The Central Buena Park Focus Area is envisioned as a complementary mix of retail, high-density residential, and office providing local residents the opportunity to shop, work, and live in the historical heart of Buena Park. Central Buena Park shall provide an enhanced pedestrian-friendly environment, with a variety of amenities such as wide sidewalks, outdoor dining, public plazas, and other features to establish a vitalized environment during daytime and evening hours. Specific design characteristics include:

- Ground Floor Retail and Dining with Residential Units Above
- Consolidated Public Parking
- Street-oriented Buildings
- Pedestrian Paseos
- Public Gathering Spaces
- Compatibility with Surrounding Neighborhoods
- Moderate-to-High Intensity Affordable Mixed-Use Housing with Shared Community Spaces



Desired Character of Central Buena Park



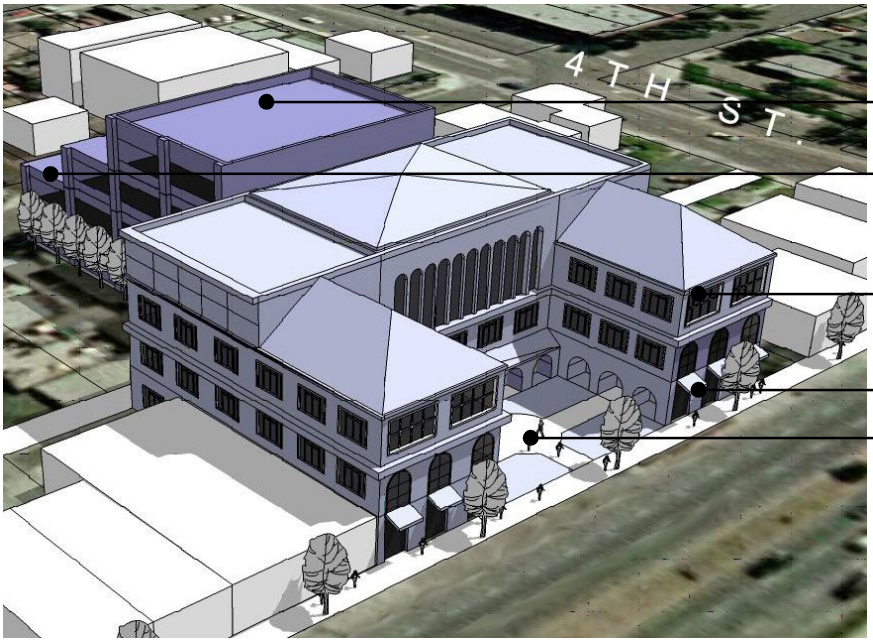


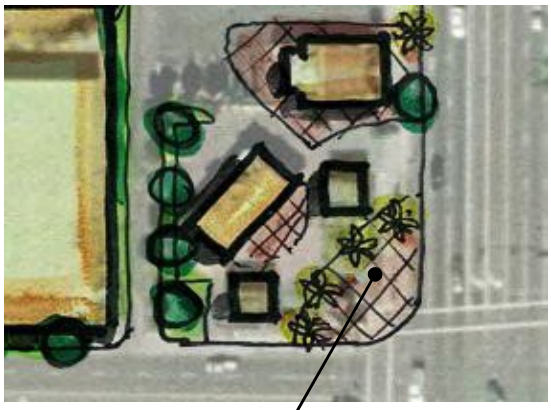


Desired Character of Central Buena Park



Cities are for people. A city is where people come to work and raise their families and to spend their money and to walk in the evening. It is not a traffic corridor. - John Norquist





Enhanced Corner Treatments



Pedestrian Paseos

Birch Street Lofts

Location: Brea
Project Site: .3 acres
Residential Development: 24 units
Commercial Development: 12,300 square feet



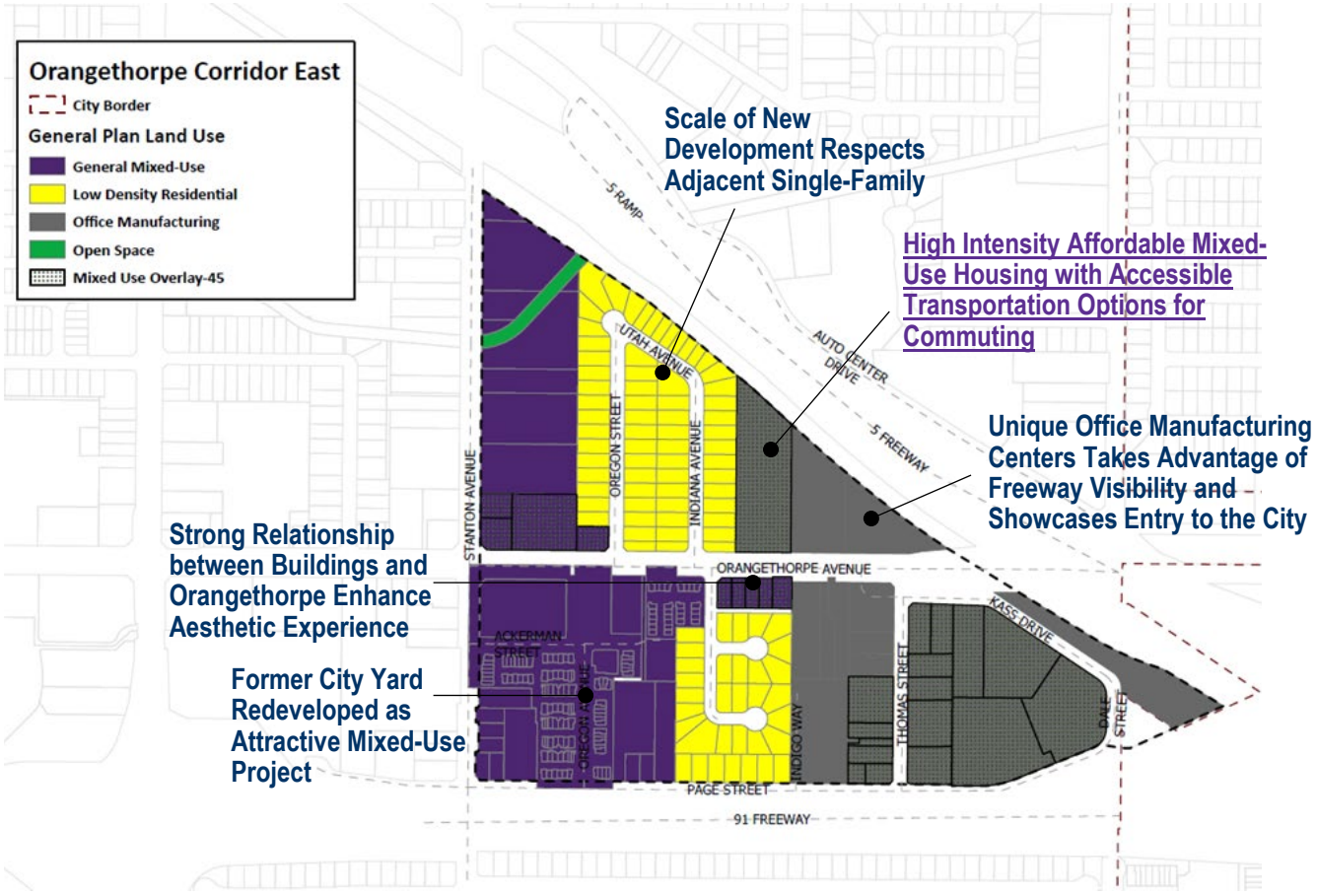
CASE STUDY

2.7.2 Orangethorpe Corridor East Focus Area

The Orangethorpe Corridor East Focus Area is a key entry area to the City. The Focus Area is centered on Orangethorpe Boulevard at the intersection of the I-5 and SR-91 freeways. Its proximity to the freeways provides high visibility from regional circulation routes. The Focus Area is generally characterized by underutilized industrial buildings. Included in the Focus Area is the former City Yard. There are a number of opportunities for streetscape and design enhancements.

The Orangethorpe Corridor East Focus Area is envisioned as the eastern gateway into the City. The focus area shall establish a thriving manufacturing and office center with a regional draw. A unified streetscape invites the pedestrian from the City entry into the Entertainment Corridor North. Mixed-use development complements existing single-family residential areas by providing local neighborhood services. Key design and form characteristics include:

- Mixed-Use Ground Floor Retail with Residential Units Above
- Unique Office Manufacturing Buildings
- Urban Form Establishes Eastern City Gateway



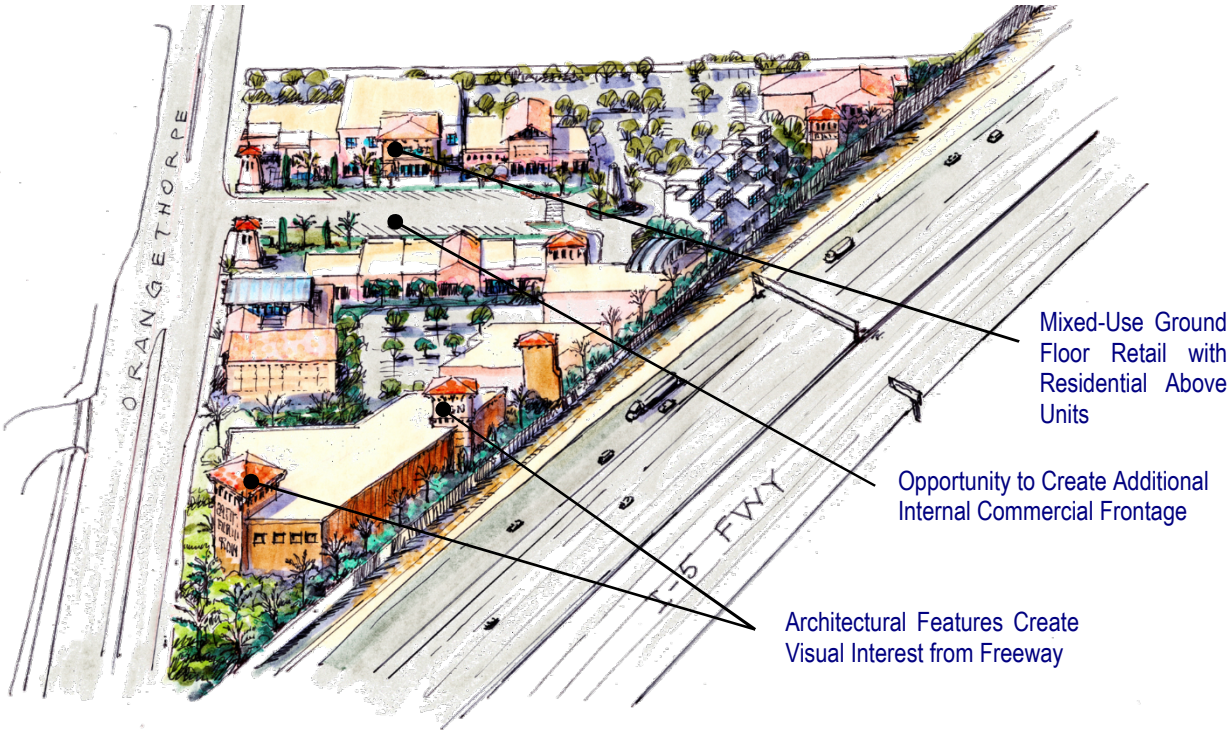
Desired Character of Orangethorpe Corridor East

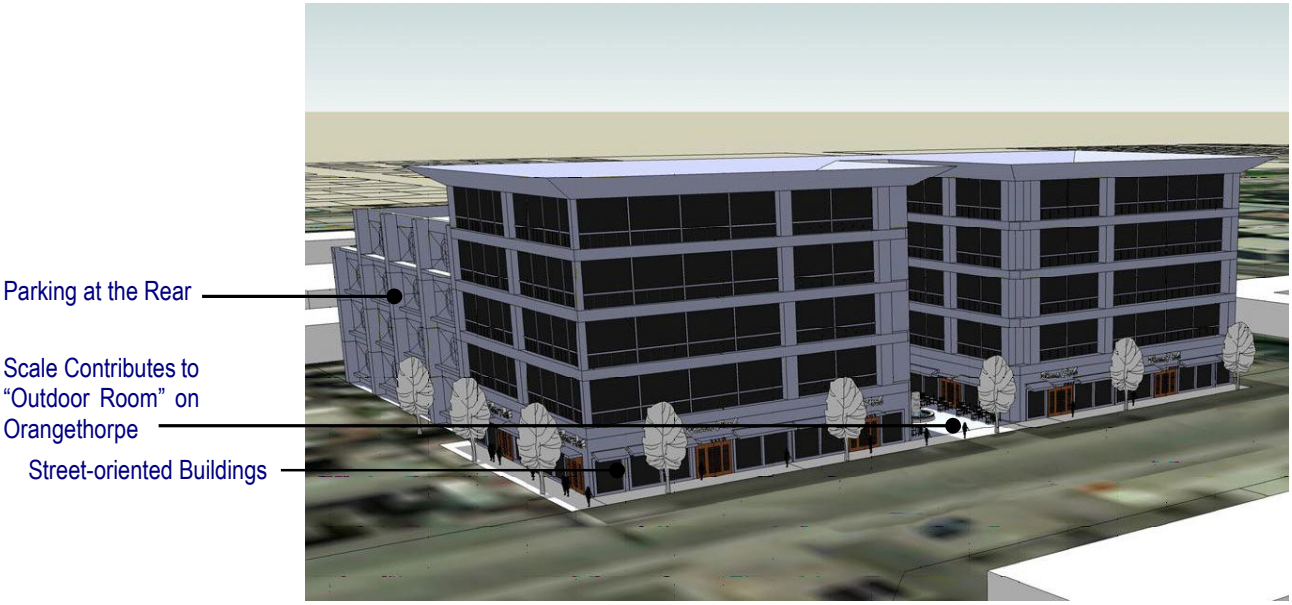






Desired Character of Orangethorpe Corridor East





Bay Street

Location: Emeryville
Project Site: 15.6 acres
Residential Development: 346 units
Commercial Development: 400,000 square feet





Broadway Arms

Location: Anaheim
Project Site: 0.93 acres
Residential Development: 95 units
Commercial Development: 6,158 square feet



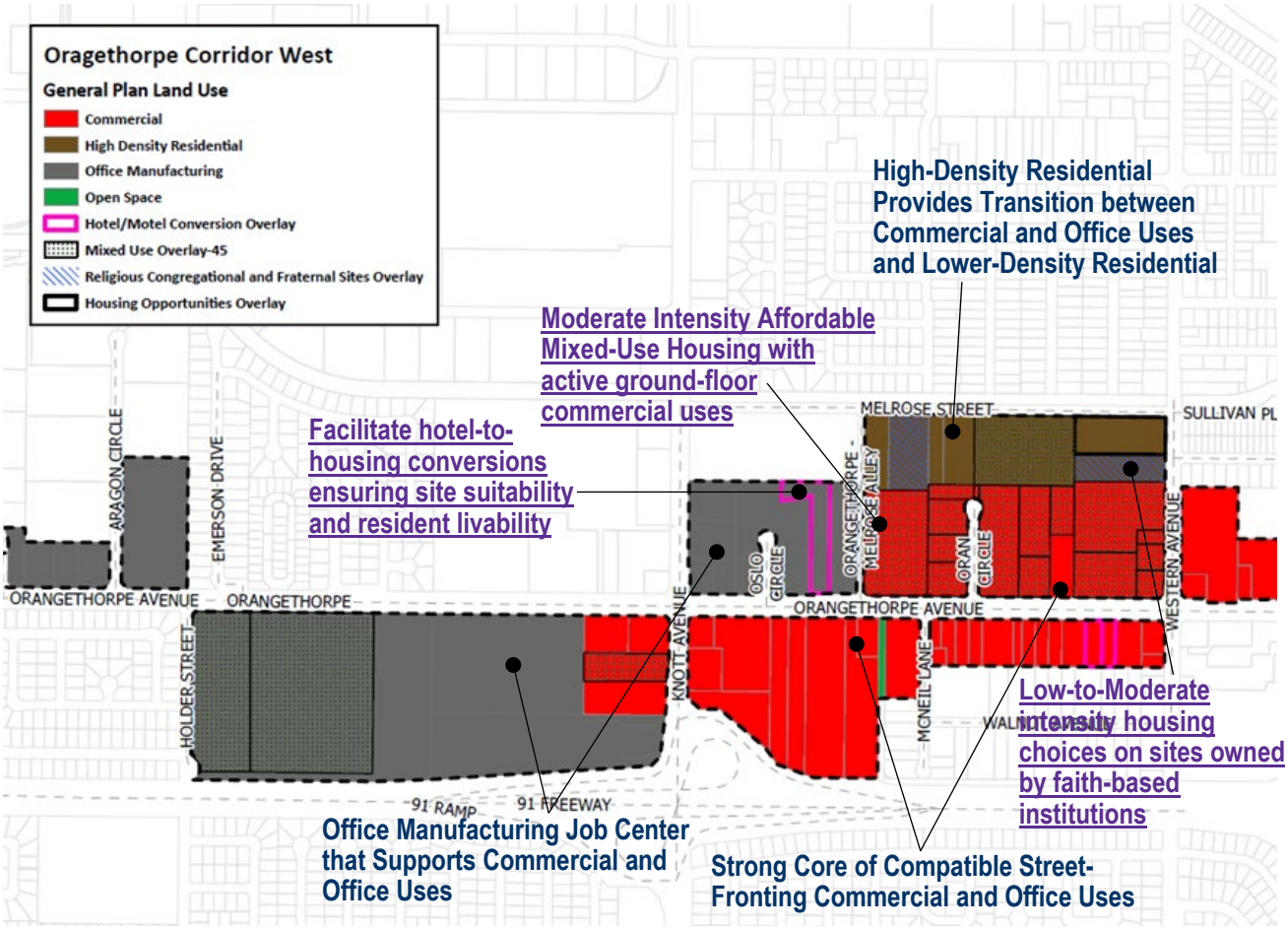
CASE STUDY

2.7.3 Orangethorpe Corridor West Focus Area

The Orangethorpe Corridor West Focus Area includes areas north and south of Orangethorpe Boulevard, generally between Pelican Drive and Western Avenue. While this is a major corridor transversing Buena Park, many of the strip commercial and light industrial sites in this Focus Area are underutilized and there is a non-cohesive mix of land uses. There is a need to buffer the adjacent residential uses from the light industrial uses in the Focus Area. There are also a number of opportunities to improve the visual quality of the area through streetscape improvements.

The Orangethorpe Corridor West Focus Area is envisioned as a commercial, office, and manufacturing business node. Establishment of a unified streetscape with landscaping, sidewalks, and street furniture will provide for an attractive place to work or visit. High-density residential uses adjacent to the Orangethorpe Corridor will complement adjacent lower-density residential uses and provide a transition from commercial to residential uses. Office and light manufacturing uses west of Knott Avenue will encourage additional job opportunities along the Corridor. Key character defining features include:

- Integrated open space
- Mix of residential densities
- Attractive office, commercial and light industrial architecture
- Minimal or no parking lots fronting Orangethorpe



Desired Character of Orangethorpe Corridor West







Desired Character of Orangethorpe Corridor West



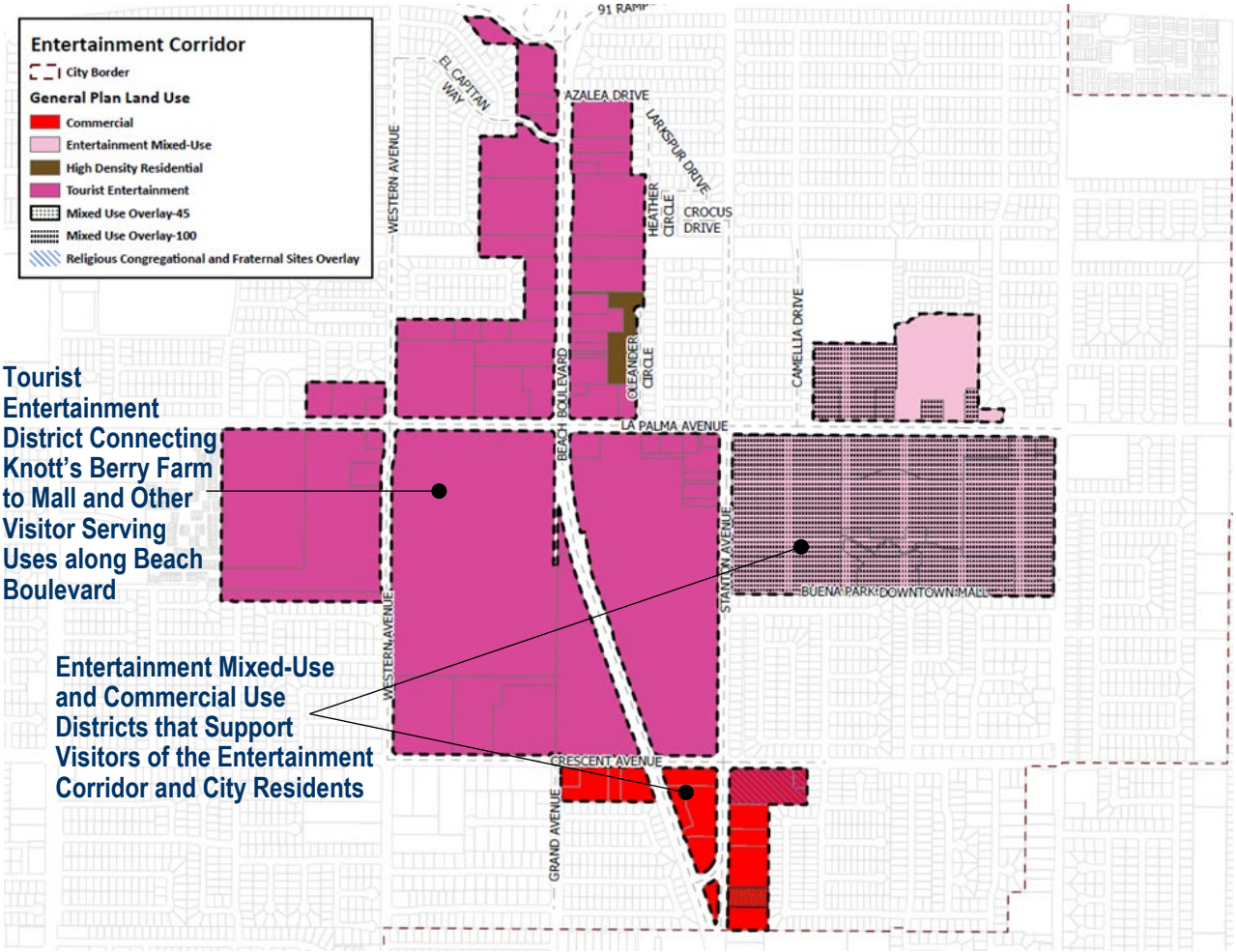




2.7.4 Entertainment Corridor Focus Area

The Entertainment Corridor Focus Area is the primary tourist-oriented area within the City and includes Knott's Berry Farm and Soak City, Medieval Times, Pirates Dinner Adventure, and the Buena Park Mall. The Entertainment Corridor Focus Area is generally located along Beach Boulevard and is the major City gateway from the south. Expanding tourism is a priority for the City. Opportunities for improvements in this area include improving connectivity between the Buena Park Mall and Knott's Berry Farm, as well as maximizing utilization of the Mall property.

The Entertainment Corridor is envisioned as a pedestrian-friendly and tourist-oriented destination that connects Knott's Berry Farm to the Mall and other visitor serving uses along Beach Boulevard. The mix of entertainment, world-class shopping, excellent dining, and civic spaces are envisioned to create a regional destination where visitors can patronize local attractions without leaving the Entertainment Corridor. With uses that attract both residents and visitors, the Entertainment Corridor is considered the "heart" of the City. Unique urban design features, including landscaping, streetscape, and signage enhancements along Beach Boulevard provide the area character and identity. The Mixed-Use Overlay-45 and Mixed-Use Overlay-100 offer a range of affordable housing options from moderate to very high intensity, conveniently located within a short walking distance of neighborhood retail, dining, entertainment, and services. The Religious Congregational/Fraternal Sites Overlay provides low-to-moderate intensity affordable housing on properties owned by faith-based institutions. The proximity of these Overlays to the City's tourist-oriented area helps reduce commute times to employment centers.



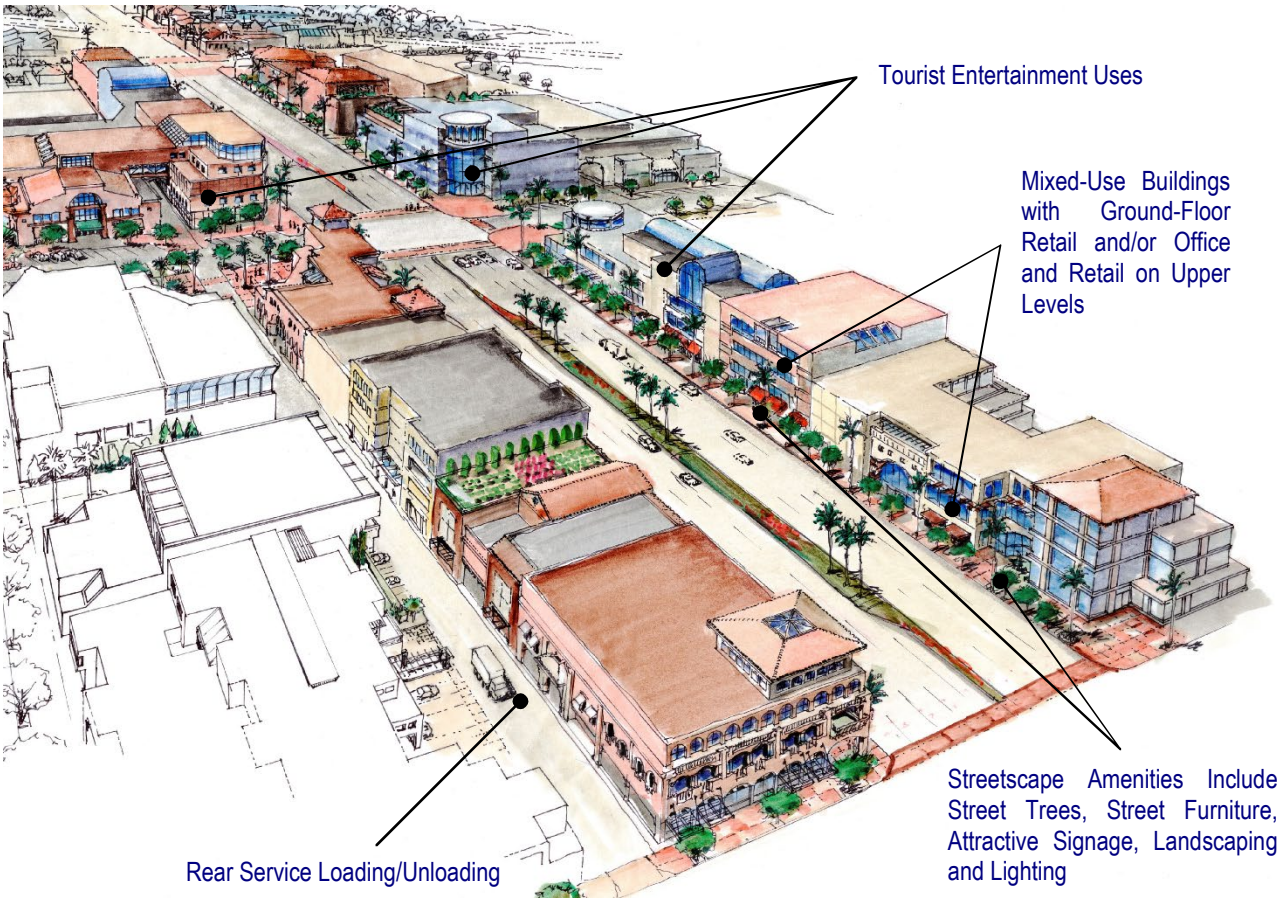
Desired Character of Entertainment Corridor





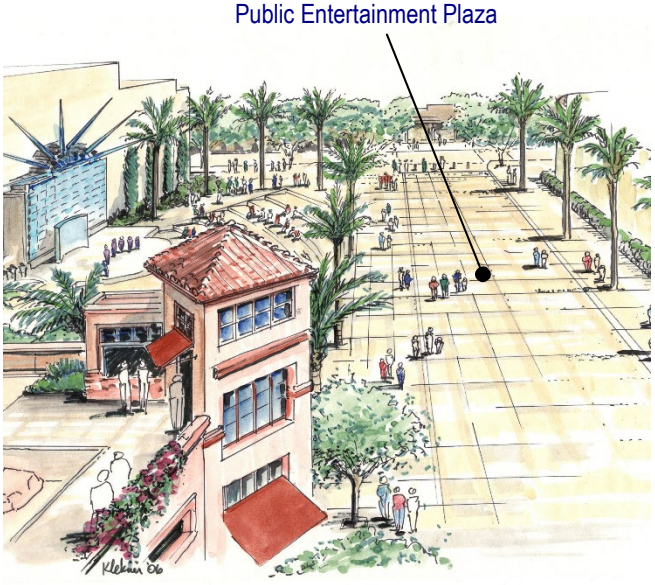


Desired Character of Entertainment Corridor





Public Entertainment Plaza



Center Street Promenade (Phase D)

Location: Anaheim
Project Site: 2.9 acres
Residential Development: 129 units
Commercial Development: 14,206 square feet



CASE STUDY

Paseo Colorado

Location: Pasadena
Project Site: 11 acres
Residential Development: 387 units (five stories)
Commercial Development: 557,323square feet (two stories)





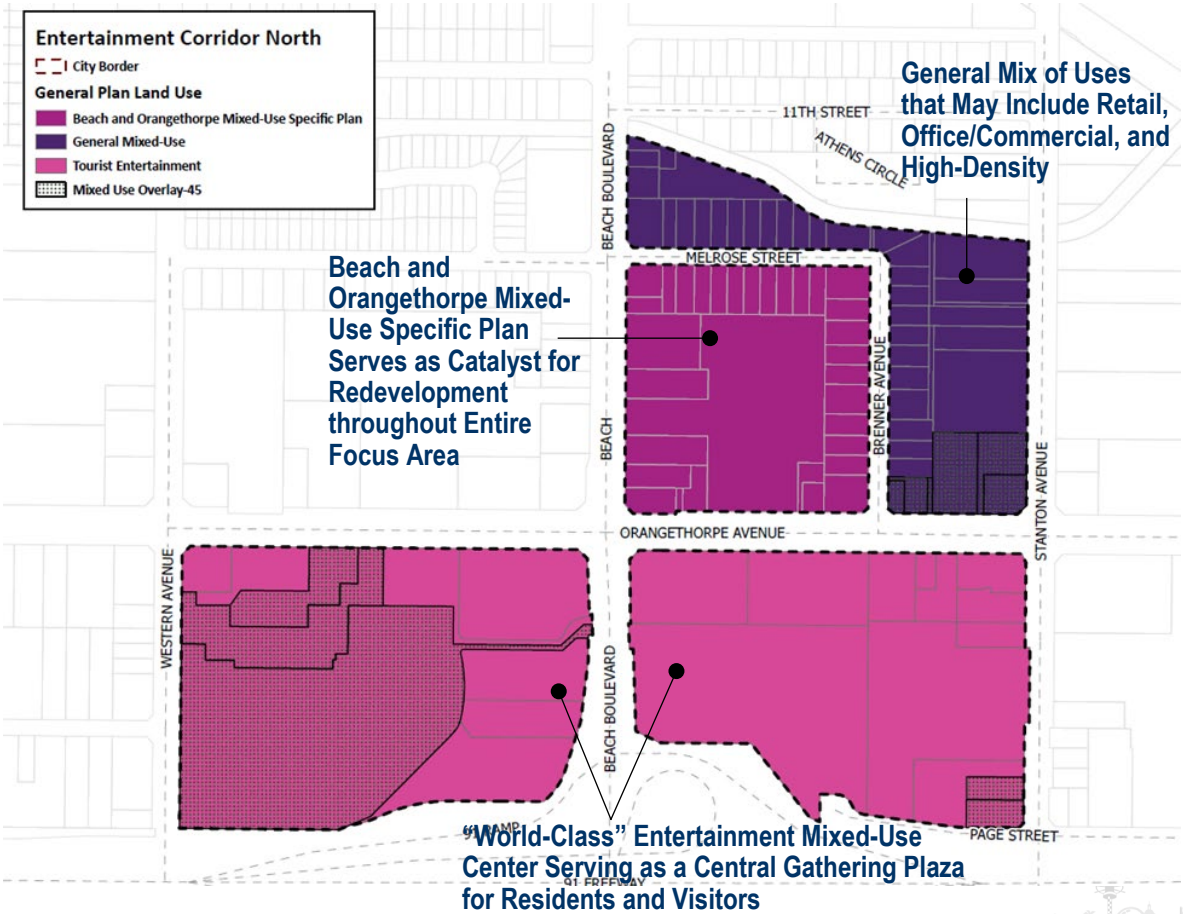
CASE STUDY

2.7.5 Entertainment Corridor North Focus Area

The Entertainment Corridor North Focus Area is located along Beach Boulevard, north of the 91 Freeway. Its location between the I-5 and SR-91 Freeways provides access and regional draw opportunities. The area is currently transitioning into a higher-density entertainment center and a number of hotel and visitor-serving uses support the entertainment core to the south. The Beach/Orangethorpe Mixed-Use Specific Plan sets precedent for change in this Focus Area.

The Entertainment Corridor North Focus Area is envisioned as a "world-class" entertainment mixed-use center that functions as a central gathering place for residents and visitors. Entertainment uses, high-density residential, and commercial uses are envisioned to be integrated with pedestrian plazas and public gathering places. The Mixed-Use Overlay-60 within the Entertainment Corridor North Focus Area is intended to integrate high-density residential units with mixed-use buildings, featuring hallmark hotel designs and ground-floor commercial spaces. These residential units provide affordable living options while enhancing the vibrant, pedestrian-friendly environment with entertainment plazas and attractive dining and retail centers. This seamless blend supports the vision of a "world-class" entertainment mixed-use center, creating a dynamic and inclusive community for residents and visitors. Defining characteristics include:

- Hallmark Hotel and Resort Designs
- Mixed-Use Buildings with Ground Floor Commercial Uses
- Entertainment Plazas
- Attractive Entertainment, Dining and Retail Centers
- Pedestrian-Friendly Pathways and Streetscapes
- Aesthetically Pleasing Designs that Blend with Entertainment Uses.



Desired Character of Entertainment Corridor North



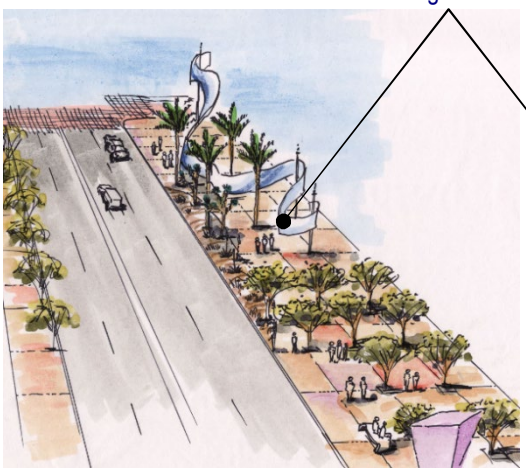




Desired Character of Entertainment Corridor North



Attractive and Visually Interesting Public Area along Streetscapes and in Plazas



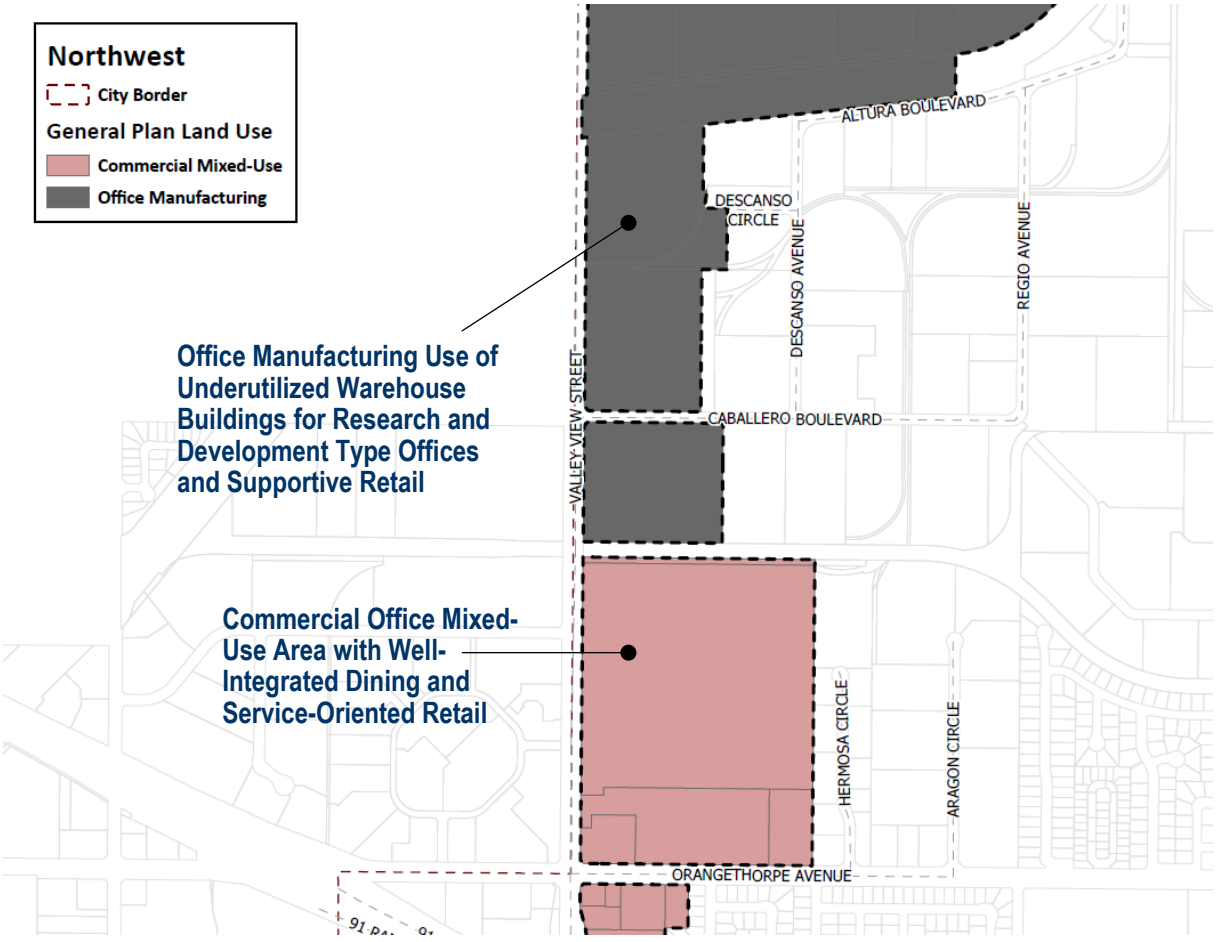


2.7.6 Northwest Focus Area

The Northwest Focus Area is located in the northwest corner of the City, adjacent to Valley View Avenue. A number of existing manufacturing uses in the area are in transition. Orangethorpe Avenue at Valley View Street is the west entry into the City. The area is influenced by higher density office development located west of Valley View Avenue in the City of La Palma. The focus area generally consists of large parcels with opportunities for increased utilization and intensification of a range of uses.

The Northwest Focus Area is the center of industrial employment in the City. As larger warehousing becomes obsolete, the area is envisioned as transforming to more viable office and manufacturing uses. As underutilized warehousing buildings transform into viable research and office spaces, limited supportive retail development will be encouraged. Well-integrated dining and service oriented retail will help create the Northwest Focus Area as an ideal place to work.

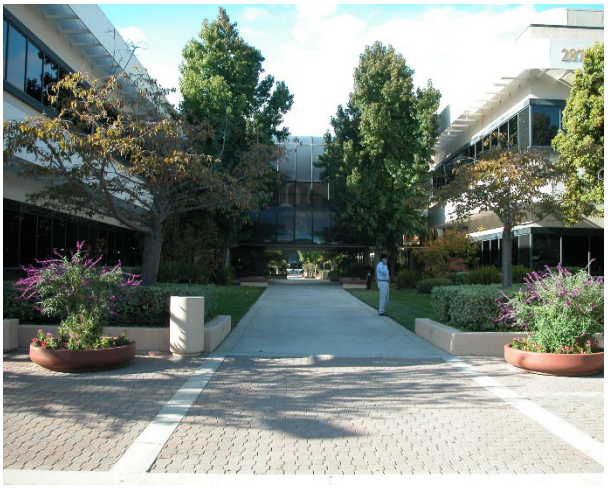
- Vibrant Office and Manufacturing Uses
- Well-Integrated Retail, Dining and Service Uses



Desired Character of Northwest Area





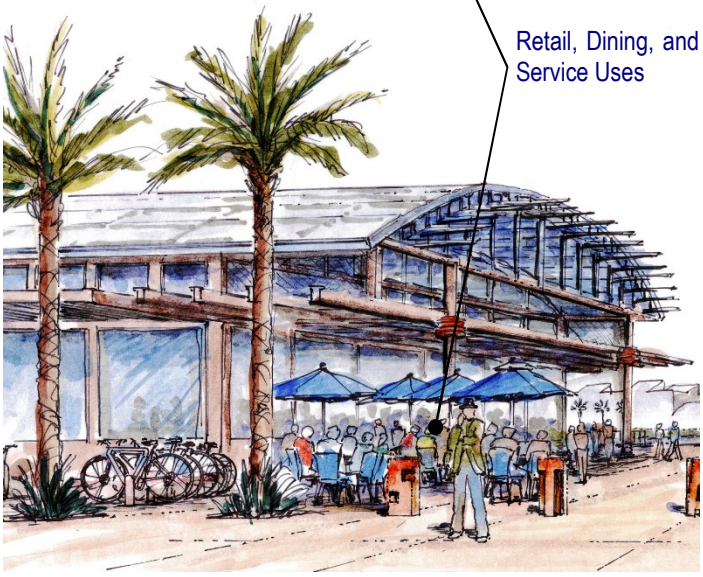


Desired Character of Northwest Area



Office and Manufacturing Uses for Research and Development





Retail, Dining, and Service Uses

Centerpoint

Location: La Palma
Project Site: 2.92 acres
Office & Commercial Development: 145,530 square feet



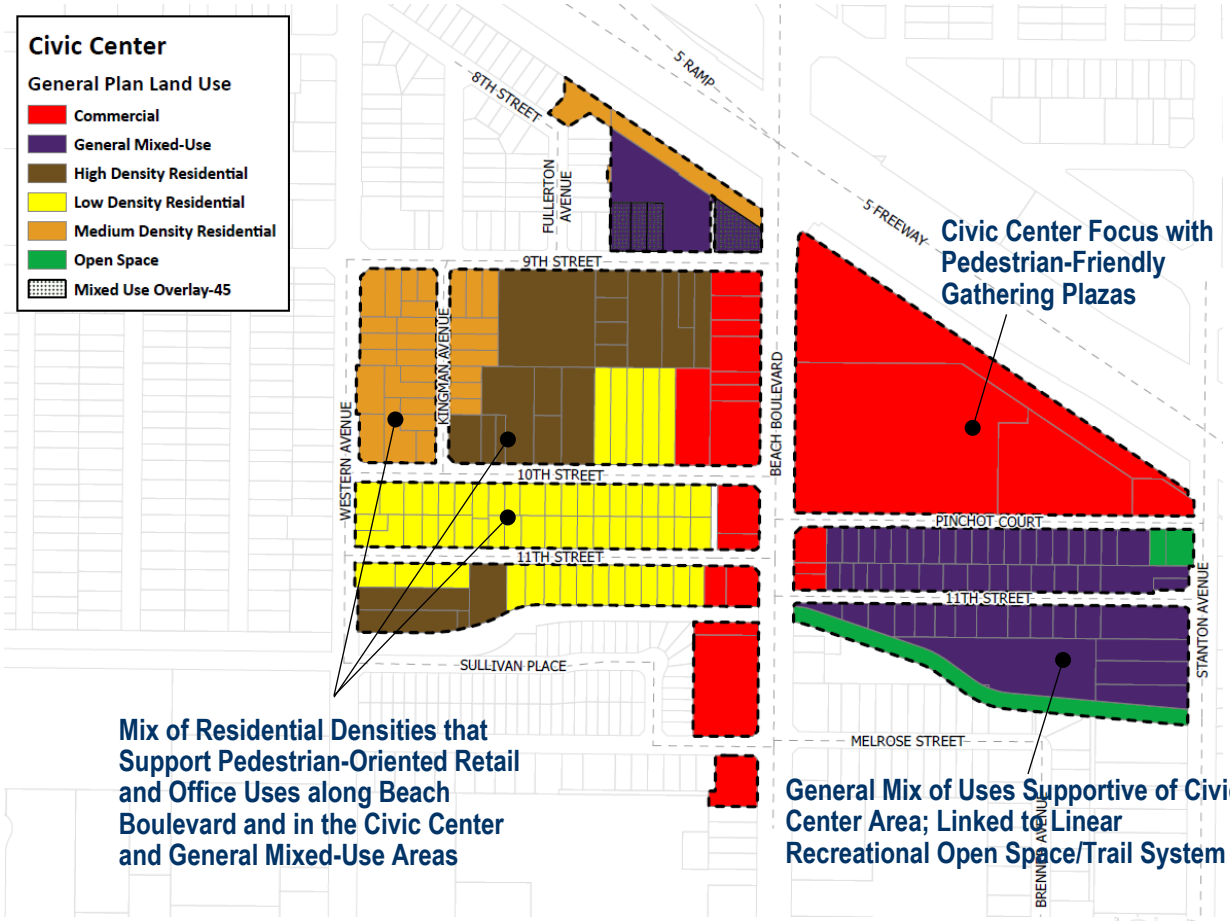
CASE STUDY

2.7.7 Civic Center Focus Area

The Civic Center Focus Area is located along Beach Boulevard, north of the 91 Freeway. This central location in the City includes City Hall and the new Police Station, which bring greater recognition of civic uses to this area. The Focus Area includes several buildings representative of the City's early development, including the Stage Stop Hotel, First Congregational Church, and Buena Park Women's Club. The area also includes relocated structures such as the Whitaker- Jaynes House and Bacon House. Overall, this area has an important historic character that should be preserved and enhanced. This area has opportunities to create pedestrian-friendly social gathering places and to expand on mixed-uses located at Beach Boulevard and Orangethorpe Avenue.

The Civic Center Focus Area is envisioned as a local gathering place providing retail, dining, and civic uses within walking distance. The Civic Center is home to many of the City's treasured historic structures, to be preserved and enhanced. The streetscape provides a seamless transition from Central Buena Park to the north and the Entertainment Corridor to the south. Commercial services, light industrial and lower density residential uses are transitioning to higher-density mixed-use development around the Civic Center creating a pedestrian-friendly gathering place.

- Pedestrian Walkways Link Residential Areas
- Small-Scale Commercial Retail and Mixed-Use
- Public Gathering Space Supports Civic Uses
- High-intensity affordable housing choices with gradual height increases to blend with adjacent residential uses.
- Well designed parking areas to reduce street congestion.



Desired Character of Civic Center

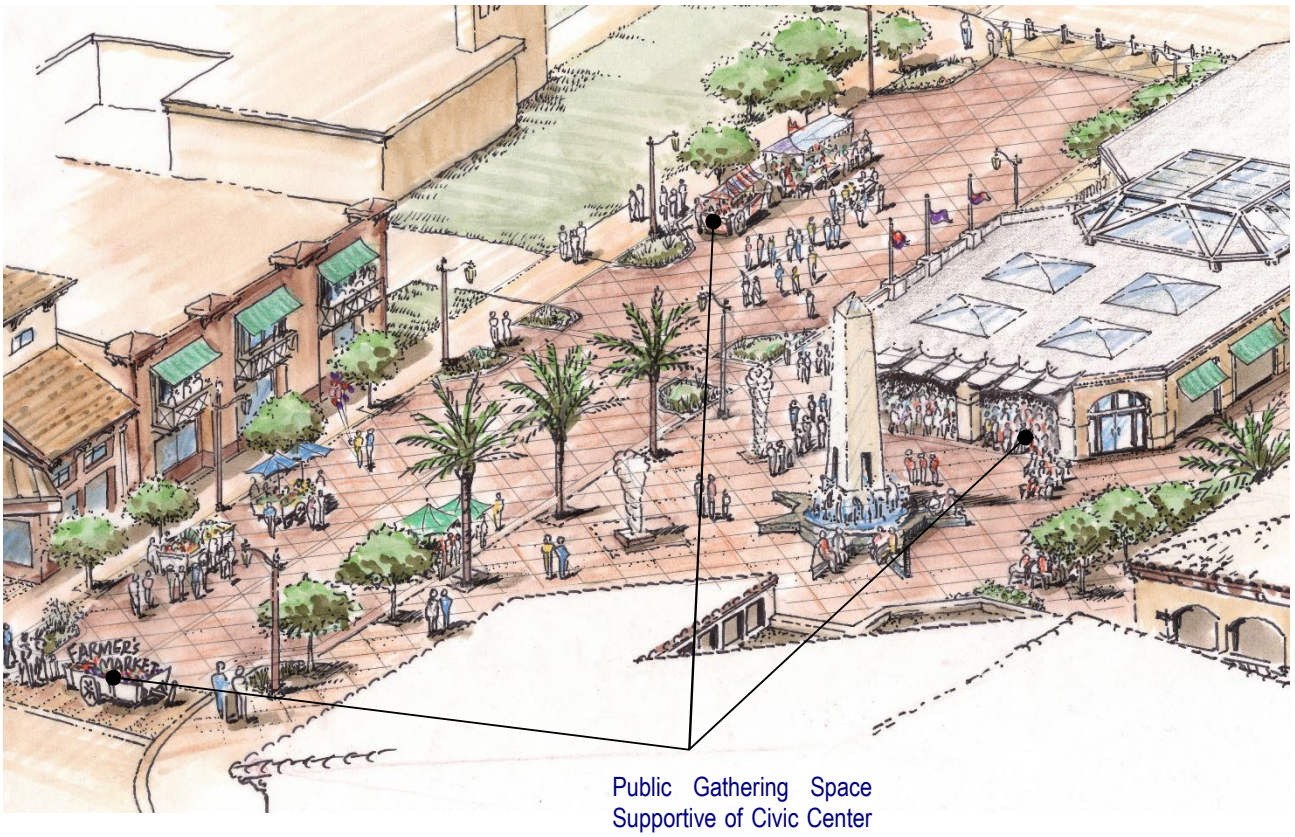








Desired Character of Civic Center



Public Gathering Space Supportive of Civic Center Uses



Small Scale Commercial Retail and Mixed-Use

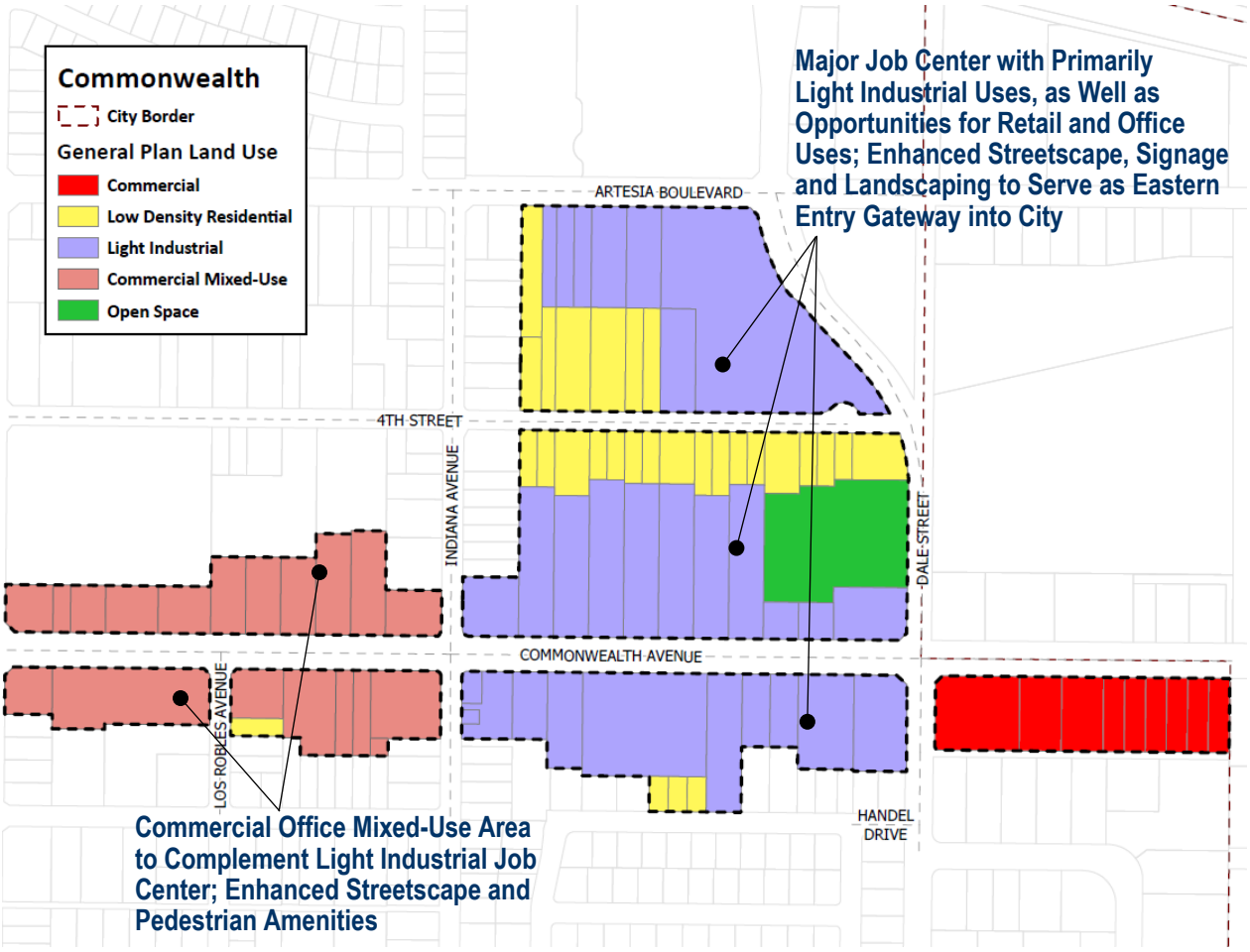
Pedestrian Walkways Linking to Residential Areas

2.7.8 Commonwealth Corridor Focus Area

The Commonwealth Corridor Focus Area represents a key eastern gateway into the City. The Focus Area extends from the eastern City boundary to the Central Buena Park Focus Area and is located adjacent to the Fullerton Municipal Airport. Existing uses include industrial buildings adjacent to low-density residential areas, which create conflict. There are opportunities for circulation, streetscape, and design improvements to unify the corridor.

The Commonwealth Corridor Focus Area is envisioned as a thriving job center with retail, office, and light industrial uses. The focus area provides opportunities for an enhanced streetscape with landscaping, entry monumentation, and pedestrian amenities to promote the area as an eastern entry gateway into the City.

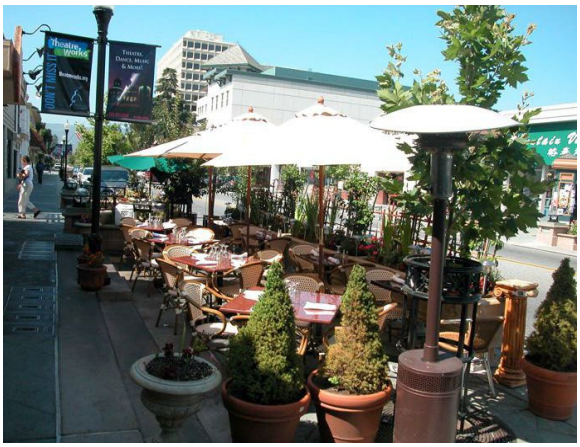
- Enhanced Streetscape and Gateway Monumentation
- Thriving Job Center with Retail, Office, and Light Industrial Uses
- Improved Compatibility with Adjacent Uses



Desired Character of Commonwealth Corridor







Desired Character of Commonwealth Corridor



Enhanced Streetscape and Iconic Gateway Monuments

Ease of Accessibility for Motorists, Bicyclists, and Pedestrians

Retail, Office, and Light Industrial Uses



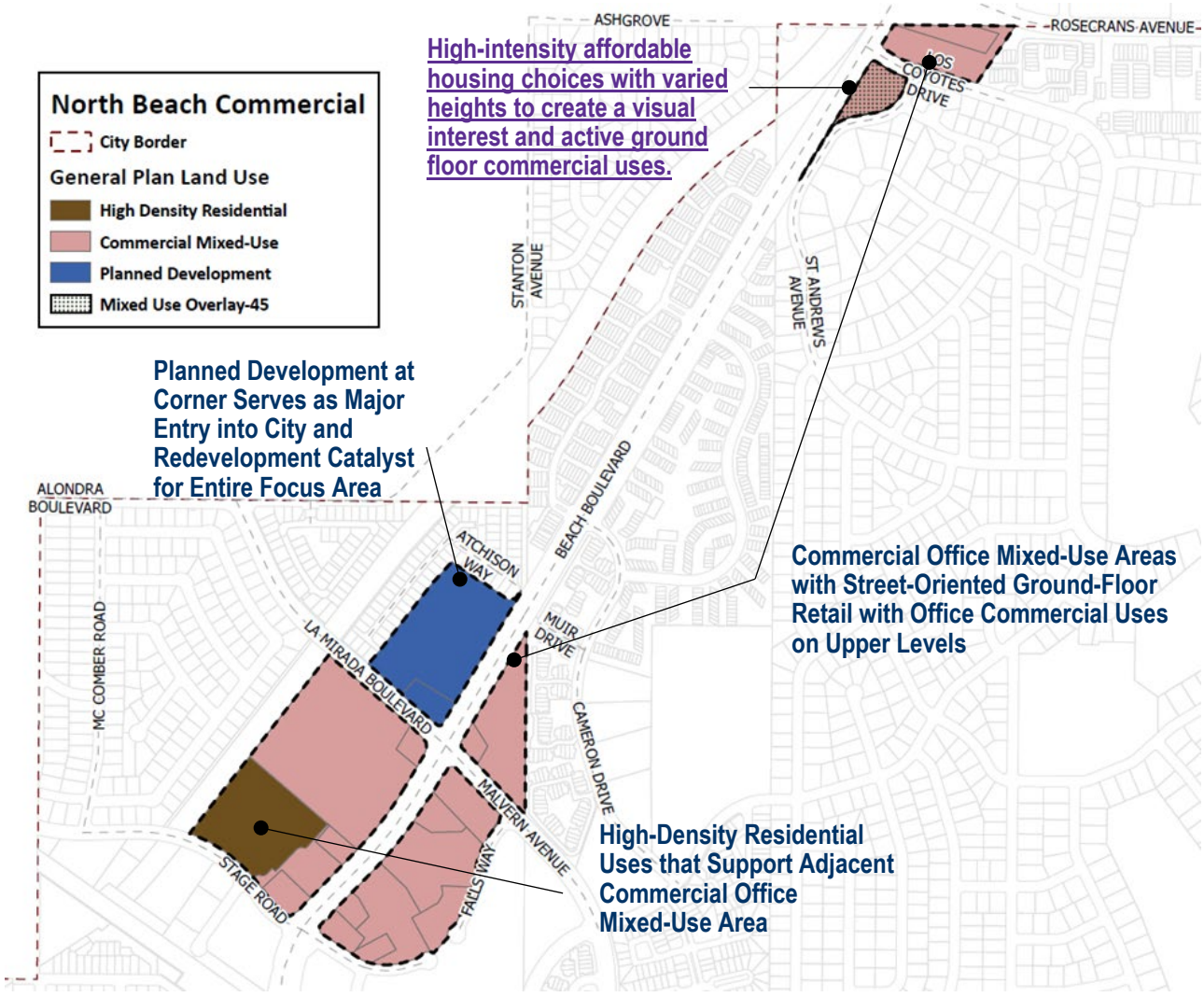


2.7.9 North Beach Commercial Focus

The North Beach Commercial Focus Area is centered on the intersection of La Mirada Boulevard and Beach Boulevard and is the primary entry to the City from the north. The Focus Area is generally characterized by underutilized commercial centers with large parking lots that provide opportunities for infill development. There is a strong entrepreneurial presence in this area.

The North Beach Boulevard Focus Area is envisioned as an attractive dining, retail, and service node close to professional businesses and places of work. Enhancements to the North Beach Boulevard Focus Area shall provide additional retail and dining opportunities. Landscaping and entry monumentation will strengthen North Beach Boulevard as an entry to the City.

- Street-Oriented Commercial Development
- Ground Floor Retail and Dining with Office Commercial Above



Desired Character of North Beach Commercial







Desired Character of North Beach Commercial





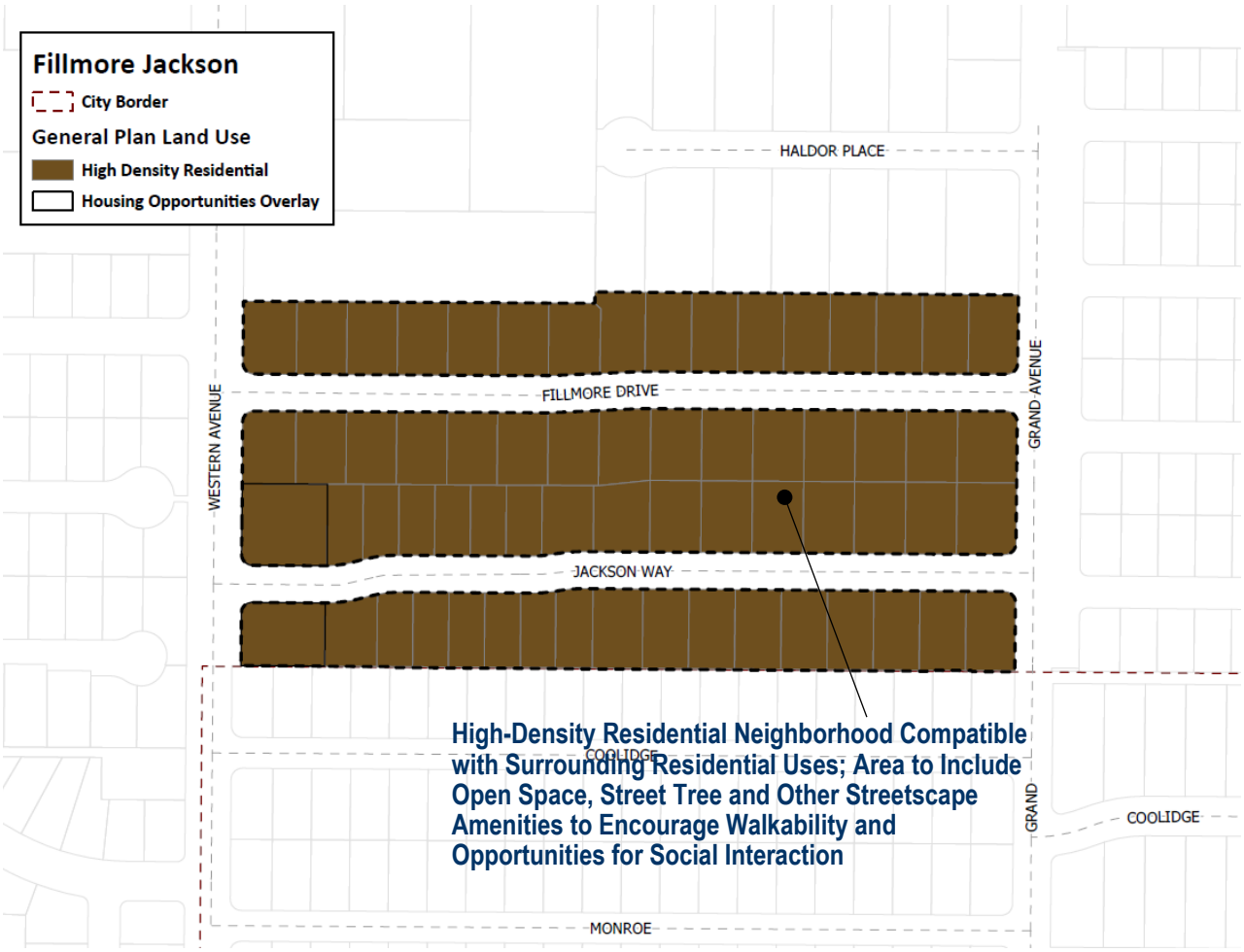


2.7.10 Fillmore/Jackson Focus Area

The Fillmore/Jackson Focus Area is located along Jackson Way and Fillmore Drive between Western Avenue and Grand Avenue. Existing uses are primarily multi-family housing. It has historically been a challenging neighborhood with high code enforcement activity and crime. This area has a need for parking and circulation improvements. There are also a number of opportunities for rehabilitation and/or redevelopment of existing residential structures.

The Fillmore/Jackson Focus Area is envisioned as a well kept high-density residential neighborhood that functions well with adjacent residential uses. Enhanced amenities such as open space, street trees, and inviting sidewalks encourage social interaction among residents. Internal circulation and connecting links provide transition to adjacent residential areas and contribute to the overall success of the neighborhood.

- Landscaped Pedestrian Walkways
- Open Space and Amenities Adjacent to Residential Buildings
- Mixed income housing to foster economic diversity



Desired Characteristics of Fillmore/Jackson







Desired Characteristics of Fillmore/Jackson

Strong Neighborhoods Initiative Building Improvement Program

Location: San Jose (Roundtable Drive)
Project Site: 3.2 acres
Residential Development: 20 multi-family buildings



Before

After

CASE STUDY

2.8 BUILDING TYPOLOGIES

A building typology refers to a group of buildings that share common characteristics, including placement, mass and scale, and architectural elements. Examples of different building typologies include detached houses, rowhouses, warehouses, and commercial block buildings. Within the Buena Park General Plan Update Focus Areas, the following building typologies are proposed:

- Commercial Center Buildings
- Hotel Buildings
- Entertainment Buildings
- Mixed-Use Commercial Block Buildings
- Mixed-Use Entertainment Buildings
- Industrial Buildings
- Industrial-Office Campus Buildings
- Office Tower Buildings
- Residential Apartment Buildings
- Live-Work Buildings
- Townhouse Buildings
- Duplex/Triplex Buildings
- Detached House Buildings

Figures for each of these building types are provided in the following sections along with sample photographs. These images are intended as examples of what may be developed within each building typology.

In addition to the above building typologies, civic and public buildings (such as City Hall, schools, public parks, post office, public safety departments, public recreational centers, public parking structures, and transit facilities) may be permitted within any of the focus areas. In order to provide maximum flexibility for the design of civic and public buildings, no specific development specifications or design standards for such buildings are provided. However, architects and designers of civic and public buildings should strive to design buildings that are compatible with the form and character of buildings allowed by this General Plan.

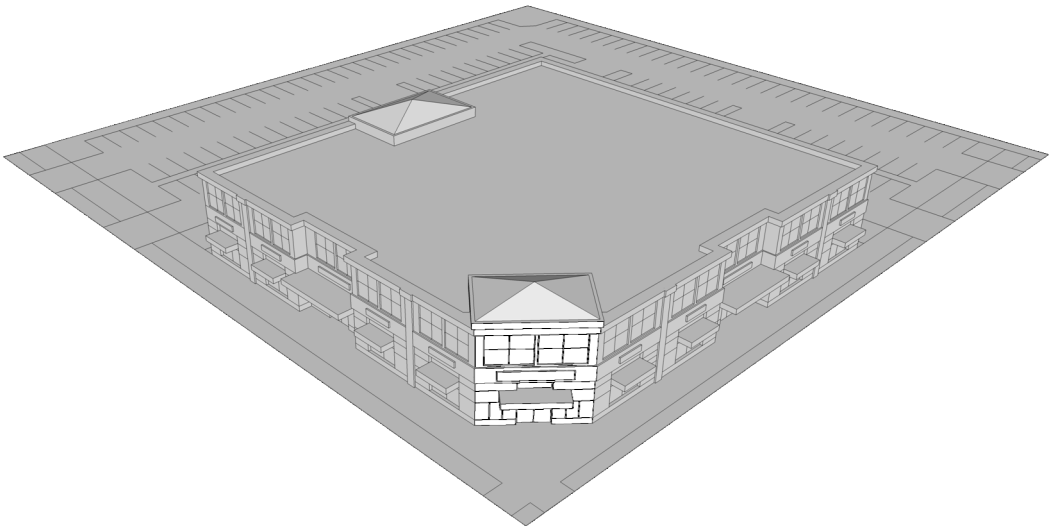
Furthermore, it is important to note that the Housing Incentive Overlays have their own Objective Design and Development Standards and Architectural Styles Objective Design Standards. These standards are designed to ensure that new developments within these Overlays adhere to specific guidelines that promote consistency in architectural style, building mass, scale, building type, and placement, while also encouraging innovative and high-quality design. This approach aims to enhance the aesthetic appeal and functional quality of housing developments within the overlay areas.

2.8.1 Commercial Center Buildings

Commercial Center Buildings are designed to contain retail, office, or service uses. Access to businesses is provided from individual storefront entrances or common entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots.

Commercial Center Buildings are allowed in the following Focus Areas:

- Entertainment Corridor
- Entertainment Corridor North
- Commonwealth Corridor
- North Beach Commercial
- Orangethorpe Corridor East
- Orangethorpe Corridor West





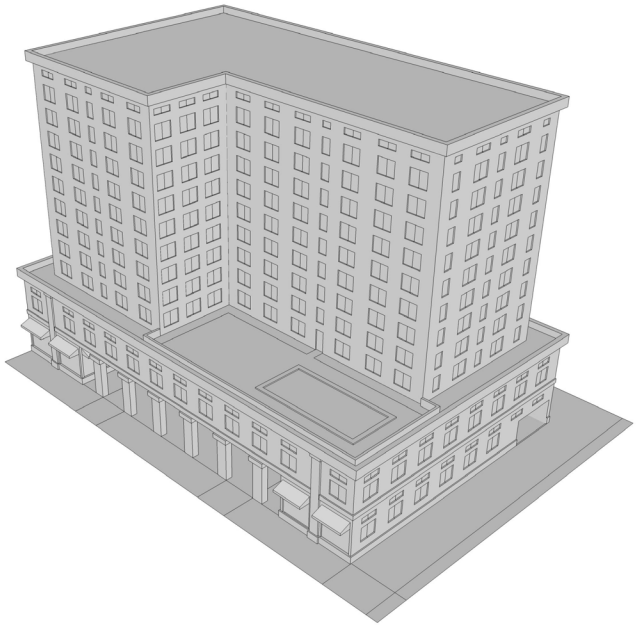


2.8.2 Hotel Buildings

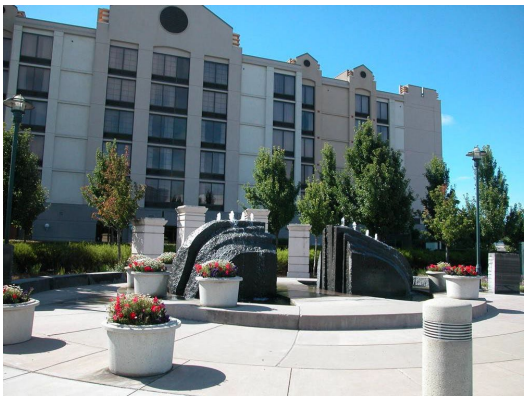
Hotel Buildings are designed to contain hotel rooms with associate uses such as dining, conference space, office, or service uses. Access is provided by a common entrance to a lobby and businesses may have individual storefront entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots, parking structures, or underground levels.

Hotel Buildings are allowed in the following Focus Areas:

- Entertainment Corridor
- Entertainment Corridor North
- Orangethorpe Corridor East





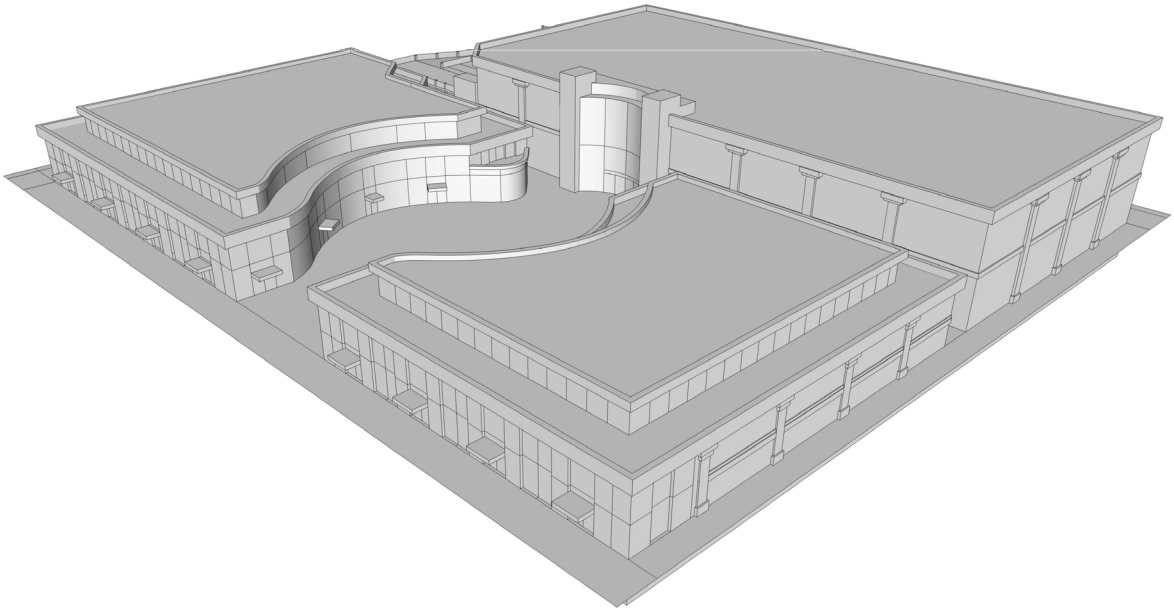


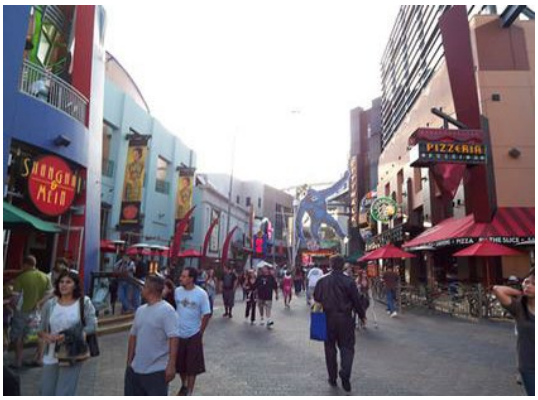
2.8.3 Entertainment Buildings

Entertainment Buildings are designed to contain a variety of entertainment uses with associated retail, office, or service uses. Access to businesses is provided from individual storefront entrances or common entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots, parking structures, or underground levels.

Entertainment Buildings are allowed in the following Focus Areas:

- Entertainment Corridor
- Entertainment Corridor North





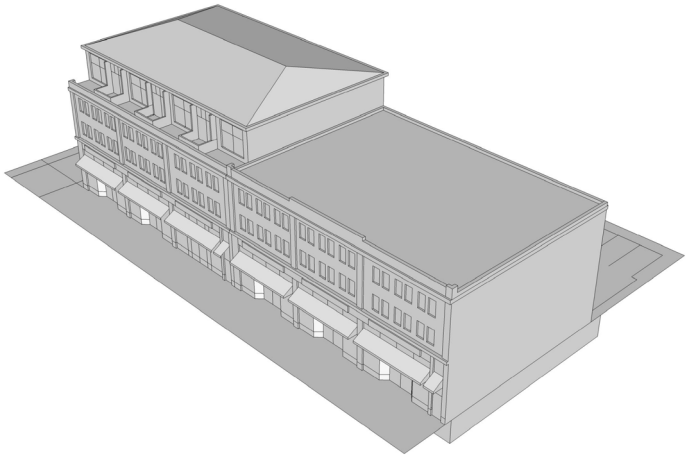


2.8.4 Mixed-Use Commercial Block Buildings

Mixed-Use Commercial Block Buildings are designed to contain retail or service uses on the ground floor and residential or office uses on upper floors. Access to businesses is provided from individual storefront entrances and upper floor uses are accessed by common entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots, parking structures, or underground levels.

Mixed-Use Commercial Block Buildings are allowed in the following Focus Areas and Housing Incentive Overlays:

- Central Buena Park
- Civic Center
- Entertainment Corridor
- Entertainment Corridor North
- Commonwealth Corridor
- North Beach Commercial
- Orangethorpe Corridor East





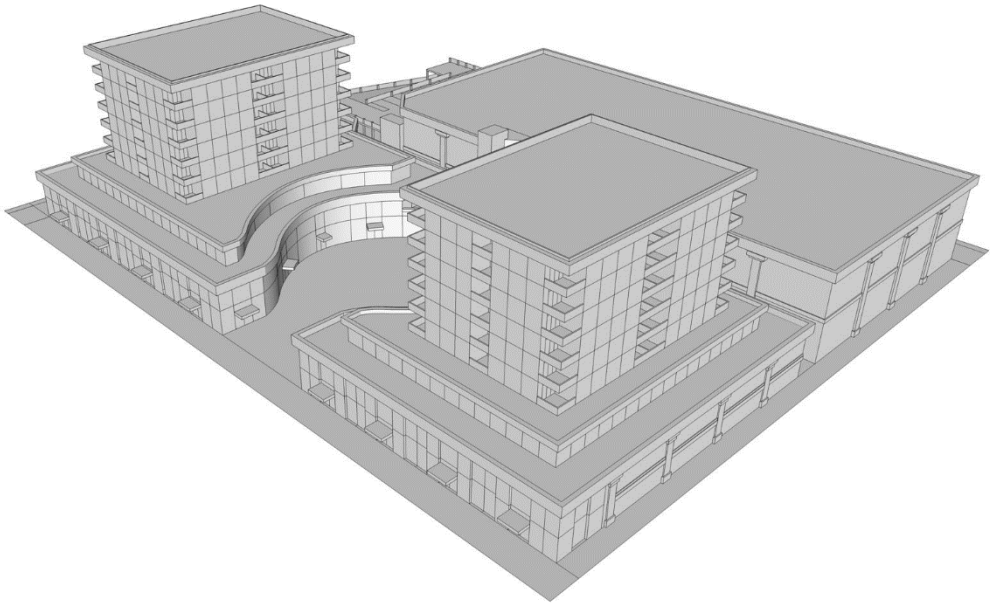


2.8.5 Mixed-Use Entertainment Buildings

Mixed-Use Entertainment Buildings are designed to contain entertainment uses with supporting retail, office, service, or residential uses. Access to businesses is provided from individual storefront entrances or common entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots, parking structures, or underground levels.

Mixed-Use Entertainment Buildings are allowed in the following Focus Areas:

- Entertainment Corridor
- Entertainment Corridor North





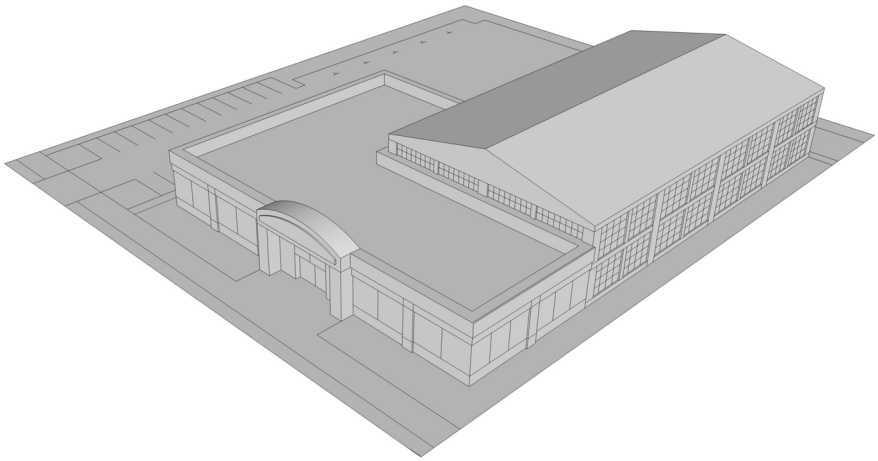


2.8.6 Industrial Building

Industrial Buildings are designed to contain light industrial uses. Access to businesses is provided from common entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots.

Industrial Buildings are allowed in the following Focus Areas:

- Commonwealth Corridor
- Northwest Area
- Orangethorpe Corridor East
- Orangethorpe Corridor West





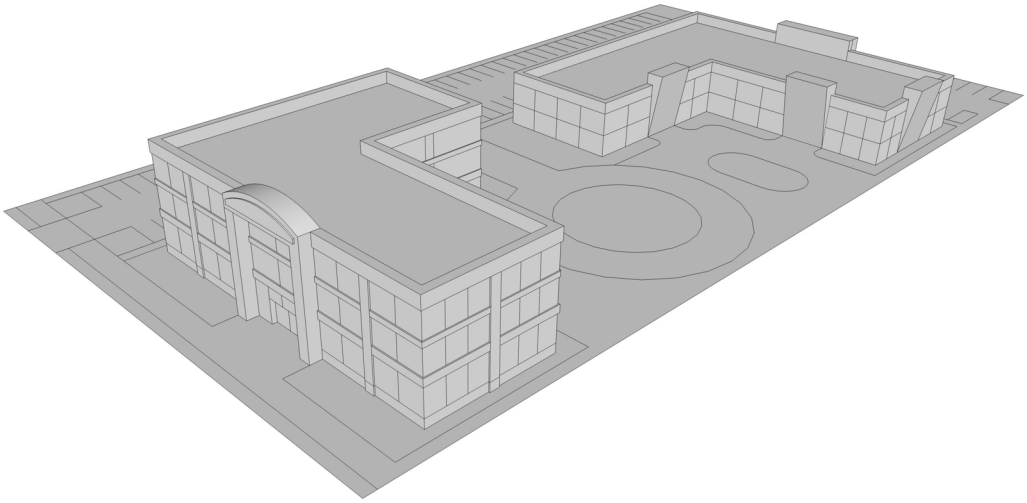


2.8.7 Industrial-Office Campus Buildings

Industrial-Office Campus Buildings are designed to contain light industrial and office uses. Access to businesses is provided from common entrances along sidewalks or walkways on private property and buildings generally surround central gathering spaces to create a campus environment. Parking is typically provided as parking lots or parkingstructures.

Industrial-Office Campus Buildings are allowed in the following Focus Areas:

- Commonwealth Corridor
- North Beach Corridor
- Northwest Area
- Orangethorpe Corridor East
- Orangethorpe Corridor West





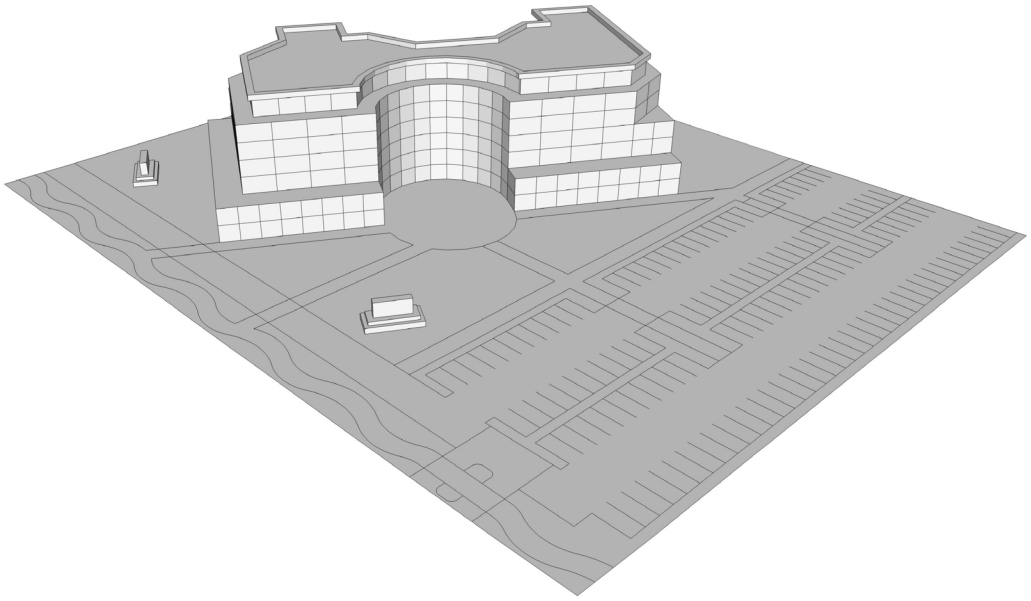


2.8.8 Office Tower Buildings

Office Tower Buildings are designed to contain office and supporting retail or service uses. Access is provided by a common entrance to a lobby and businesses may have individual storefront entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots or parking structures.

Office Tower Buildings are allowed in the following Focus Areas:

- Northwest Area
- North Beach Commercial
- Orangethorpe Corridor East
- Orangethorpe Corridor West





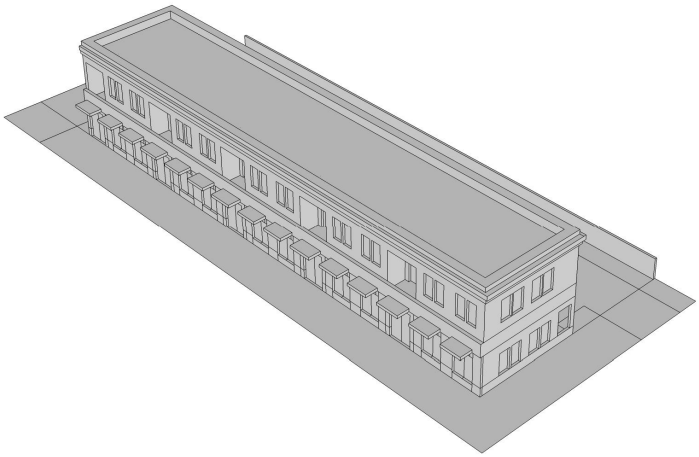


2.8.9 Live-Work Buildings

Live-Work Buildings are designed to contain individual loft units with both residential living and various work activities. Access to units is provided from individual storefront entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots or parking structures.

Live-Work Buildings are allowed in the following Focus Areas:

- Civic Center
- Entertainment Corridor North
- Orangethorpe Corridor West
- Orangethorpe Corridor East





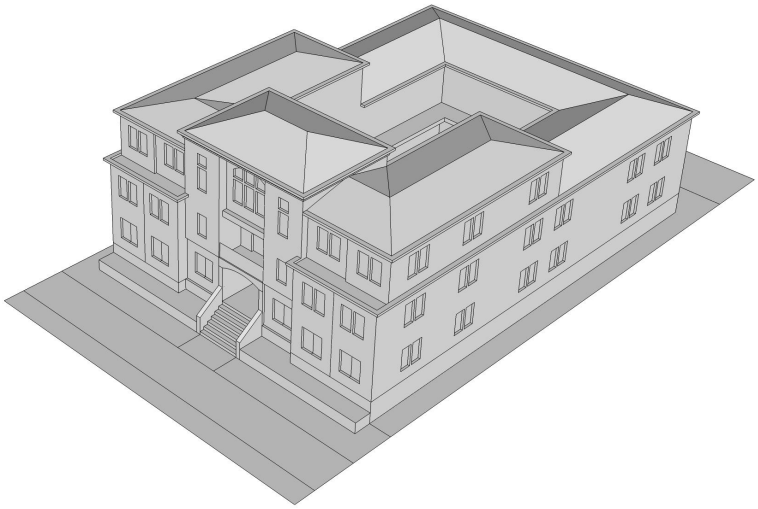


2.8.10 Residential Apartment Buildings

Residential Apartment Buildings are designed to contain residential apartment units. Access to units is provided from a common entrance and ground floor units may have individual private entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots, podium parking levels, or underground levels.

Residential Apartment Buildings are allowed in the following Focus Areas:

- Civic Center
- Entertainment Corridor North
- Fillmore/Jackson
- Commonwealth Corridor West





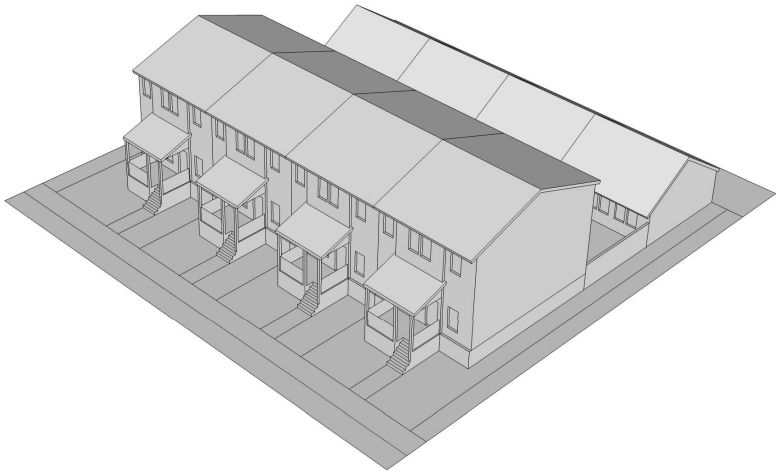


2.8.11 Townhouse Buildings

Townhouse Buildings are designed to contain individual residential units attached to adjacent units. Access to units is provided from individual entrances along sidewalks or walkways on private property. Parking is typically provided as enclosed garages.

Townhouse Buildings are allowed in the following Focus Areas:

- Central Buena Park
- Civic Center
- Fillmore/Jackson
- Orangethorpe Corridor East





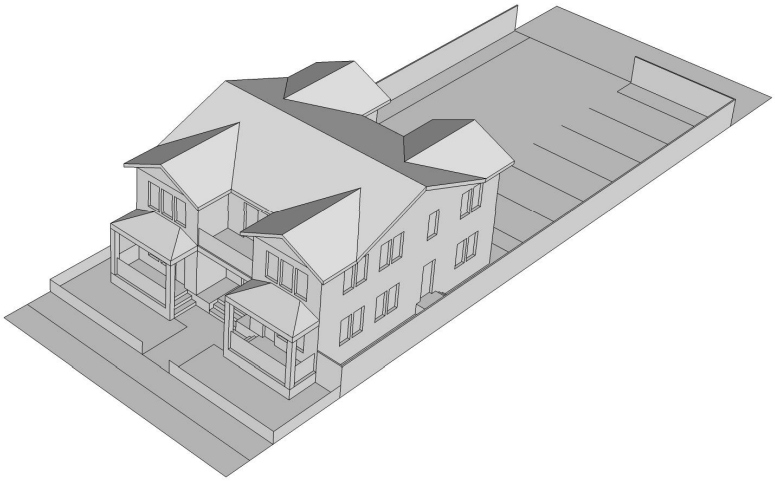


2.8.12 Duplex/Triplex Buildings

Duplex/Triplex Buildings are designed to contain two or three residential units. Access to units is provided from individual unit entrances along sidewalks or walkways on private property. Parking is typically provided as parking lots or in enclosed garages.

Duplex/Triplex Buildings are allowed in the following Focus Areas:

- Central Buena Park





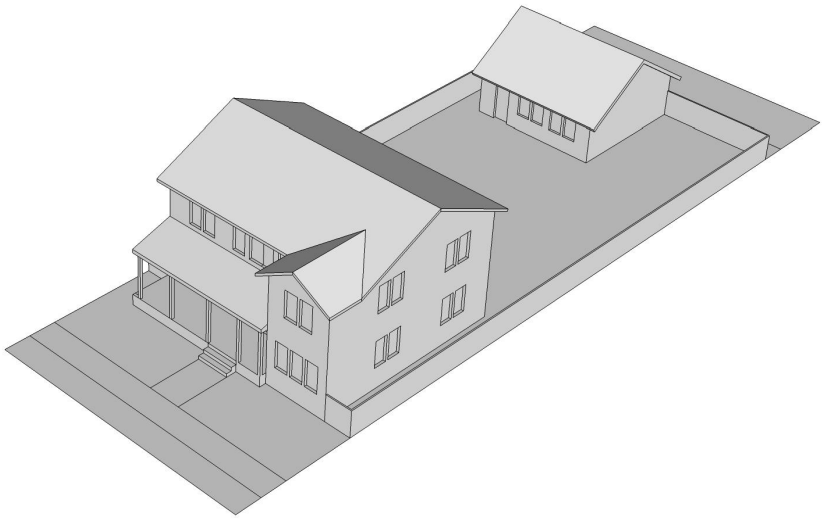


2.8.13 Detached House Buildings

Detached House Buildings are designed to contain individual residential units. Access to units is provided from individual entrances along sidewalks or walkways on private property. Parking is typically provided as enclosed garages.

Detached House Buildings are allowed in the following Focus Areas:

- Central Buena Park







2.8.14 Building Typology Locations

The following matrix identifies in which Focus Area(s) each building type is allowed.

Building Typology	Central Buena Park	Civic Center	Entertainment Corridor	Entertainment Corridor North	Commonwealth Corridor	Fillmore/Jackson	North Beach Commercial	Northwest Area	Orangethorpe Corridor East	Orangethorpe Corridor West
Commercial Center Buildings	X		X	X	X		X		X	
Hotel Buildings			X	X					X	
Entertainment Buildings			X	X						
Mixed Use Commercial Block Buildings	X	X	X	X	X		X		X	
Mixed Use Entertainment Buildings			X	X						
Industrial Buildings					X			X	X	X
Industrial-Office Campus Buildings					X		X	X	X	X
Office Tower Buildings								X	X	X
Residential Apartment Buildings		X		X		X				X
Live-Work Buildings		X		X						X
Townhouse Buildings	X	X				X				
Duplex/Triplex Buildings	X									
Detached House Buildings	X									

2.9 PUBLIC REALM DESIGN

A City's physical identity is clear if people can readily perceive it in images that differentiate it from surrounding communities. Buena Park can differentiate itself as a unique place with a desirable quality of life, in part, through an enhanced public realm.

2.9.1 Gateways

Gateways are significant points of entry into a community – the community's doorstep. They help shape identity and provide a clear sense of boundaries. Because they often provide the first impression of a community or area, gateways represent an important opportunity to convey a positive and lasting image. They are excellent places for welcome signs, special landscaping treatments or public art. Private development at gateway locations should be attractive and well maintained. There are two types of gateways identified in Buena Park. "City Gateways" function as focal points of identity between Buena Park and adjacent cities. "District Gateways" function as focal points of identity at the transitions into special districts or areas in the City (such as focus areas). Exhibit LU-3, Buena Park Gateways, identifies the locations of both types of gateways and provides a hierarchy of significance. Primary are the most prominent gateways. Secondary and tertiary gateways, while still important, are not as significant and may be at points where there is less vehicular and/or pedestrian traffic.



City Gateway Signage (Primary)





Typical District Gateway Signage (Secondary)

Exhibit LU-3, Buena Park Gateways

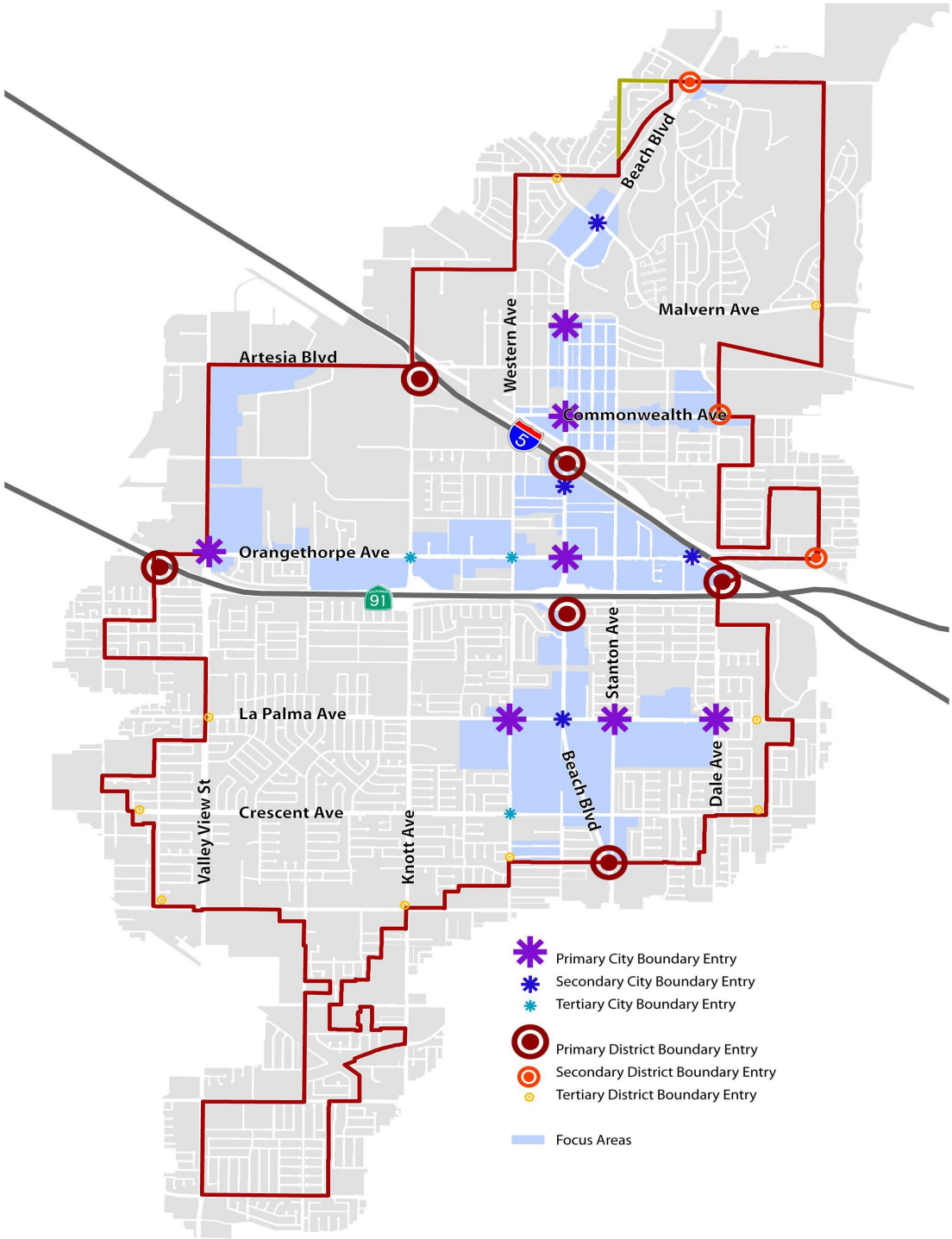
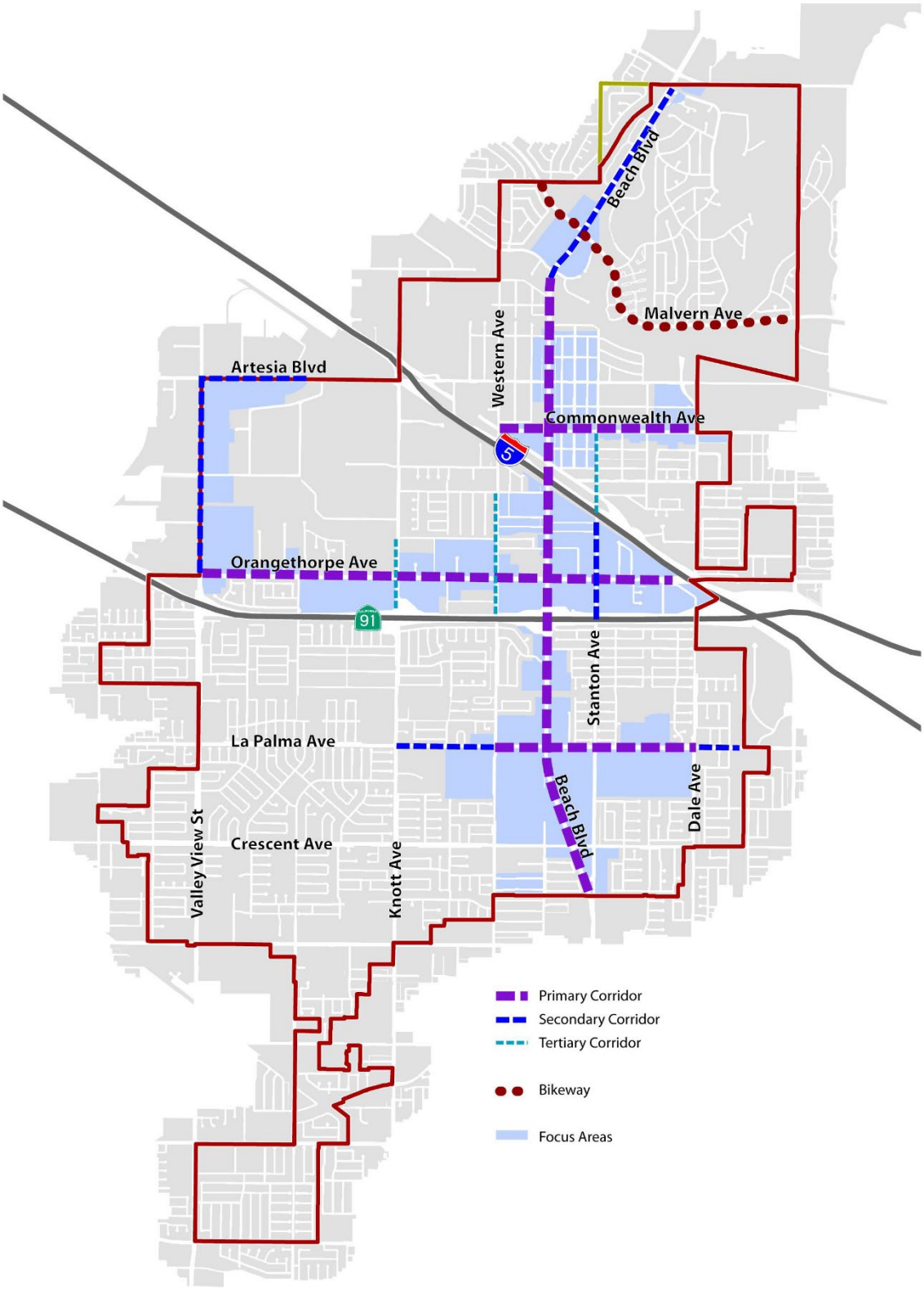


Exhibit LU-4, Streetscape Improvement Corridors



2.9.2 Streetscape

Buena Park's streetscape—the view from the road—is a powerful and immediate indicator of the community's image. The view from the road consists of many elements installed in public rights of way, including trees, landscaping in parkways and medians, street furniture (benches, trash receptacles, etc.) lighting, and utilities. Exhibit LU-4, Streetscape Improvement Corridors, identifies the priority corridors for streetscape improvements within the City.

For many people who pass through Buena Park, but are not residents, the view from the road (or potentially even from a bikeway) is often their primary impression of the City. For residents, the quality of the street environment has a more direct impact on their daily lives. Roads are a valuable public space asset and should be treated as such. People are touched daily by the quality, or lack thereof, that the streetscape presents. Additionally, the quality of the street environment affects property values throughout the City and sets a tone for special districts.



Physical features within the public right-of-way are controlled by the City, including their design, installation, and maintenance. This is an important responsibility considering how the quality of the street environment affects the City's image. Great care should be exercised in the evaluation of streetscape elements in terms of their aesthetic appeal and contribution to a positive community image and identify of focus areas.

This section looks at the City's streetscape image from the public realm—what people see from the street and sidewalk that is located in the public right-of-way. The following provides a description of the some of the various elements that comprise a vibrant public street environment. Recommended street sections that showcase the various elements for prominent corridors are included on pages 2-80 and 2-81.

STREET TREES

Street trees humanize the otherwise hard edge of the urban street environment. They help unify and identify an area, enhancing the public environment by creating comfortable outdoor spaces, shade for pedestrians, energy conservation benefits, spatial definition, traffic calming and focal breaks in streetscape monotony. They also contribute to fresher air and reduce reflected heat from buildings and pavement.



Street trees are essential to highlighting a unique identity and creating a comfortable walking environment

The visual characteristics of street trees are important in their selection. Trees can be effective in strengthening the City's form by emphasizing major roadways and important districts, and by identifying neighborhoods and gateways. Street trees should be chosen based on the scale and importance of the roadway. Generally, larger trees are used for major roadways and smaller, pedestrian-scale trees are used within neighborhoods. Trees are also chosen for their water conserving, drought resistance, and maintenance qualities.

In neighborhoods, broad spreading, deciduous trees are preferable. These trees create an attractive canopy and provide shade in the summer while admitting sun in the winter. In commercial districts, it is important that street trees be both deciduous and evergreen, and provide a canopy that does not obscure business signage. Industrial districts are the most flexible in terms of compatible varieties.



Medians can serve as both aesthetic and safety elements in Buena Park's primary and secondary

MEDIANS

Landscaped medians serve many different functions. Medians help distinguish the City's most significant circulation routes and gateways and contribute to the City's image. Overall, medians can make streets more attractive and motorists more comfortable by reducing the perceived road width. Medians also increase safety by separating oncoming cars and offering pedestrian refuge areas where appropriate.

"A street is a spatial entity and not the residue between buildings." -Anonymous

STREET FURNISHINGS

Street "furniture" consists of the hardware items typically found along sidewalks for the convenience of the pedestrian and transit user. Items of street furniture include benches, trash receptacles, drinking fountains, bus shelters, shade structures, newspaper racks, information kiosks, and similar items aimed at creating a friendly, functional and aesthetically pleasing environment for pedestrians. The selection and appropriate placement of street furnishings, including special paving plays an important role in establishing a quality street environment and should strengthen the identity of the City and/or special district.









Streetscape furniture and materials can contribute to the distinct character of the City and its special districts.

PUBLIC ART

Public art can capture the aspirations of the community and express the City's cultural and social heritage. Because of this, works of art in public places can contribute significantly to Buena Park's identity. Public art can stimulate creativity and imagination while adding a unique human dimension to the outdoor environment. Opportunities for public art in Buena Park include street furniture, infrastructure, signage, and freestanding art in public spaces or large openspace.









Public art can help develop a strong sense of place that is uniquely "Buena Park".

Ingredients of an Attractive, Pedestrian-Friendly Street

While not all Buena Park streets and corridors can be designed exclusively for the pedestrian, including the following streetscape considerations should be evaluated in an effort to develop streets that respect and support pedestrians.



Separate Zones for Pedestrians and Automobiles



Buffer between Pedestrians and Moving Vehicles



Pedestrian Amenities and Comfort

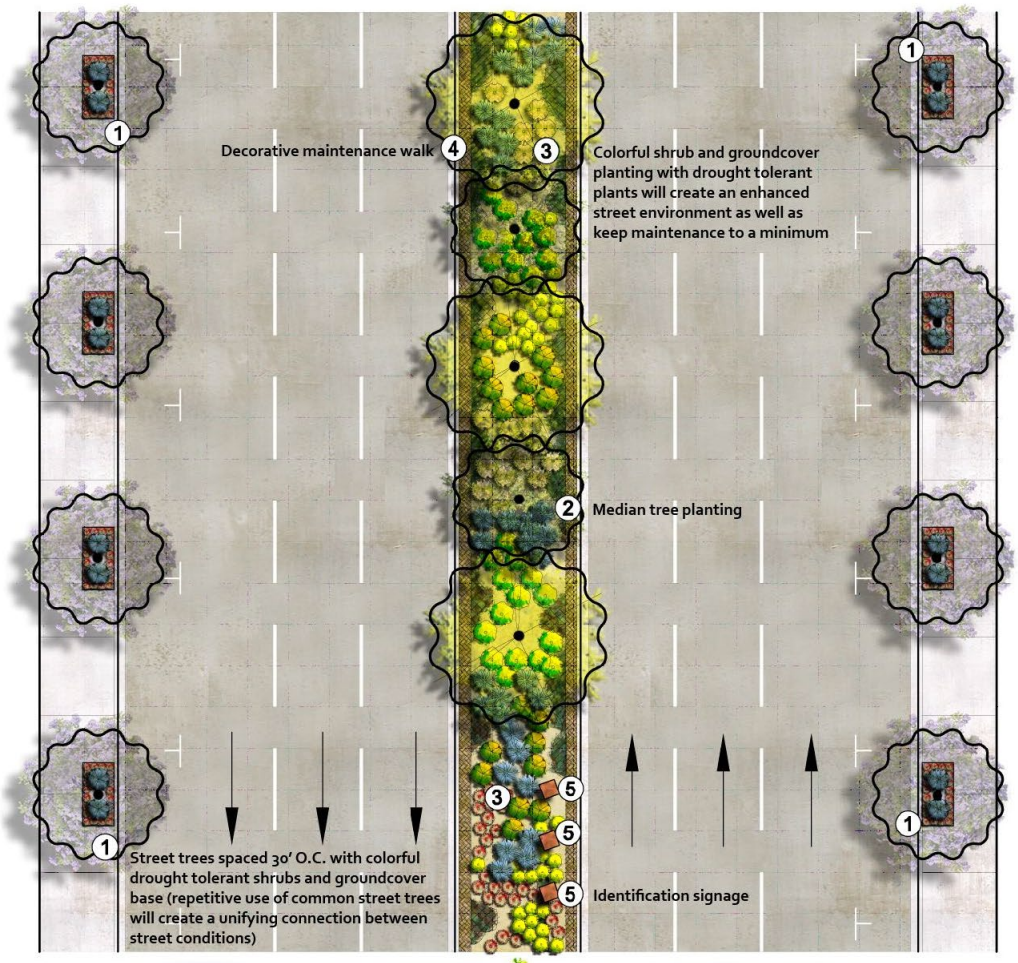


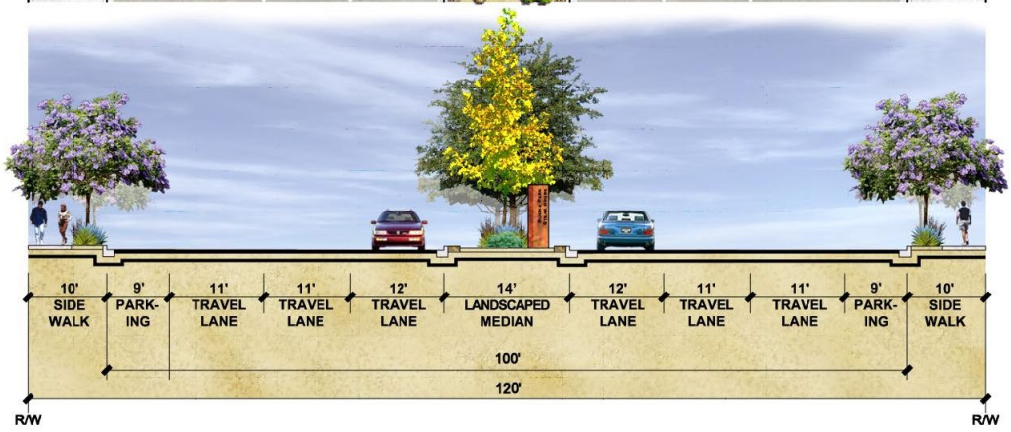
Frequent, Safe Pedestrian Crossings



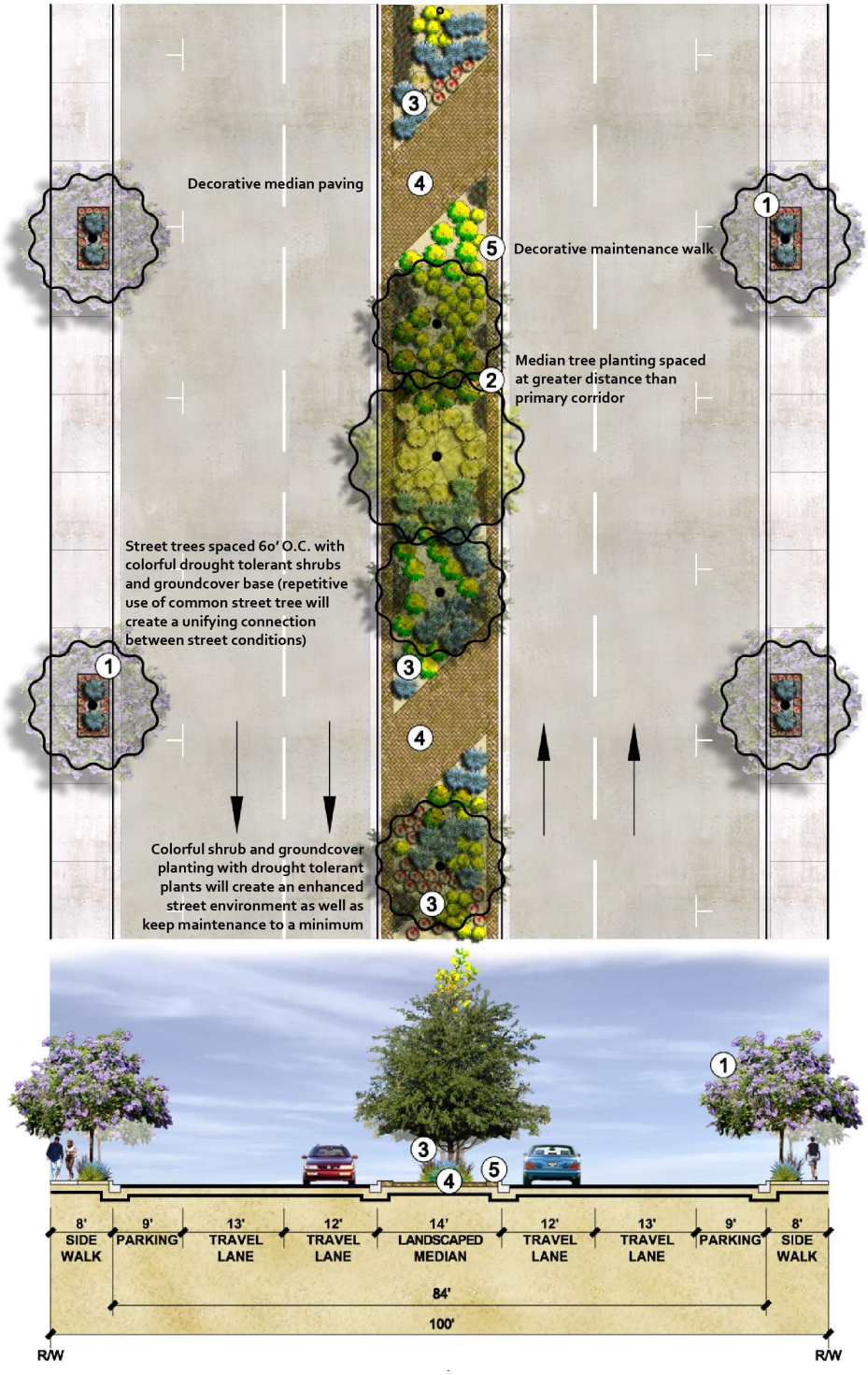
Active Storefronts and Dining Along Sidewalks

Recommended Street Section for Prominent Corridors





Recommended Street Section for Prominent Corridors



2.10 PRINCIPLES, GOALS, AND POLICIES

PRINCIPLE: BALANCING COMMUNITY CHANGE WITH THE EXISTING ENVIRONMENT

The principle of balancing community change with the existing environment is of great importance to the City of Buena Park. As Buena Park is a built-out community, change will occur on previously developed land. Therefore, this will require a strong connection in the relationship between future development and existing development. Future change should acknowledge the City's existing built and natural environment as well as provide a means to harmonize future needs with existing needs.

Goal LU-1: A complementary balance of land uses throughout the community.

Policy LU-1.1: Establish land use policies that encourage a balance of jobs and housing in Buena Park.

Policy LU-1.2: Ensure future development provides for a variety of commercial, industry, and housing that serve the spectrum of incomes within the region.

Policy LU-1.3: Establish a wide range of residential densities~~y~~ and non- residential intensities to encourage a wide range of development opportunities.

Policy LU-1.4: Provide for the development of complementary land uses, such as open space, recreation, and civic/service uses for all future residential and non-residential development.

Policy LU-1.5: Encourage the establishment of high-end retail and restaurants within the City.

Policy LU-1.6: Provide for the equitable distribution of affordable housing units throughout the development and the City.

Goal LU-2: Integration of open space resources with existing and future land uses.

Policy LU-2.1: Preserve public and private open space for active and passive recreational opportunities to enhance connectivity with neighborhoods.

Policy LU-2.2: Seek opportunities to improve and enhance Buena Park flood control facilities to protect the public health, safety, and welfare, while providing additional opportunities to connect various land uses throughout the City.

Policy LU-2.3: Encourage joint City/school use of school district owned properties for open space and recreational opportunities for local residents.

Policy LU-2.4: Seek opportunities to expand the use of easements for walking, biking, and recreation to enhance connectivity between a variety of land uses.

Policy LU-2.5: Require the incorporation of public open spaces, green infrastructure, and recreational amenities within the Housing Incentive Overlays to enhance quality of life,

promote environmental sustainability, and provide opportunities for community interaction and relaxation.

Goal LU-3: Effective management of growth and change.

Policy LU-3.1: Ensure that development activities acknowledge the protection and enhancement of quality of life in the City's neighborhoods.

Policy LU-3.2: Ensure environmental and fiscal impacts are evaluated to minimize impacts to the physical environment and fiscal obligations of the City.

Policy LU-3.3: Ensure land use decisions consider impacts to infrastructure and service needs.

Policy LU-3.4: Target growth and new construction in infill areas by redeveloping underutilized commercial and industrial properties, especially within the Housing Incentive Overlays.

PRINCIPLE: NEIGHBORHOOD PRESERVATION THROUGH FOCUSED DEVELOPMENT

The City of Buena Park values its existing neighborhoods. Therefore, growth and change must respect the value of existing neighborhoods and provide opportunities for growth that consider neighborhood integrity. A policy establishing nodes of focused urban growth within Focus Areas and Housing Incentive Overlays will ensure existing neighborhood integrity.

Goal LU-4: Higher-density and intensity of development in designated focus areas and Housing Incentive Overlays.

Policy LU-4.1: Identify specific focus areas and Housing Incentive Overlay sites for transition and change to provide explicit policy guidance for land use, site and building design, and development in these areas.

Policy LU-4.2: Ensure future development addresses the preservation and enhancement of existing single-family neighborhoods when adjacent to areas of anticipated growth.

Policy LU-4.3: Promote the clustering of development adjacent to transportation facilities including amenities to encourage transportation and service nodes.

Policy LU-4.4: Expand the options and opportunities for underutilized sites by allowing for combinations of commercial uses and multi-family uses to encourage vibrant and walkable neighborhoods, while increasing the availability of housing.

Policy LU-4.5: Focus growth along major corridors, including Beach Boulevard and Orangethorpe Avenue and within close proximity to the Metro Link Train Station, I-5 Freeway, and CA-91 Freeway.

PRINCIPLE: RESIDENTIAL DEVELOPMENT

Residential development is the primary land use in the City of Buena Park. Policies and programs in the Land Use Element should be consistent with the Housing Element, which is updated more frequently pursuant to state law.

Goal LU-5: Compliance with state and regional housing mandates.

Policy LU-5.1: Ensure Buena Park is in compliance with applicable state and regional housing mandates.

Policy LU-5.2: Provide required monitoring of residential development activity.

Policy LU-5.3: Provide for monitoring of state housing legislation to ensure City compliance or to ensure the City's interest is represented.

Goal LU-6: A housing stock that meets the diverse needs of Buena Park's existing and future residents.

Policy LU-6.1: Provide for housing opportunities that address the needs of those who currently live or desire to live in Buena Park.

Policy LU-6.2: Preserve and enhance existing, viable single-family residential neighborhoods by prohibiting the intrusion of incompatible uses.

Policy LU-6.3: Locate affordable housing adjacent to jobs, retail, schools, open space, and public transportation.

Policy LU-6.4: Monitor the housing needs of the existing and future labor force and engage the business community to attract employees and new businesses to Buena Park.

Policy LU-6.5: Encourage integration of residential uses within mixed-use development.

Policy LU-6.6: Provide a wide range of housing options for Buena Park residents, including owner and rental housing adjacent to jobs, shopping, and transit.

Policy LU-6.7: Require a diverse range of percentages of new developments within the Housing Incentive Overlays to be allocated for affordable housing units to ensure housing options are available for individuals of all income levels, in compliance with State laws aimed at promoting socio-economic diversity within communities.

Policy LU-6.8: Use density bonuses and other incentives to facilitate the development of new housing for very low- and low-income households within the Housing Incentive Overlays.

Policy LU-6.9: Implement expedited permitting processes for affordable developments within the Housing Incentive Overlays to encourage developers to prioritize affordable housing projects, thus fostering additional residential growth while maintaining sites for all income levels.

Policy LU-6.10: Support the enforcement of federal and State fair housing laws that prohibit discrimination in the sale, rental, and occupancy of housing on the bases of race, religion, color, ancestry, national origin, age, sex, sexual orientation, family type, handicap, minor children, or other protected status under State and federal law.

Goal LU-7: Preserve and enhance single-family residential uses.

Policy LU-7.1: Maintain and enhance the character of single-family residential neighborhoods.

Policy LU-7.2: Encourage the development of moderate- to upper-income single-family housing.

Policy LU-7.3: Encourage home ownership.

Policy LU-7.4: Protect neighborhoods from the encroachment of incompatible activities or land uses that may have negative impacts on residential living environments.

Policy LU-7.5: Locate and design garages and accessory structures/dwelling units so that they do not dominate the appearance of the dwelling from the street.

Policy LU-7.6: Encourage the integration of Accessory Dwelling Units in single-family residential areas in a manner that preserves the character and scale of the neighborhood. Ensure ADUs comply with state laws and local regulations.

Policy LU-7.7: Ensure all new developments in single-family residential areas comply with state housing laws, including SB-9 (Lot Splits), while implementing local measures to preserve and enhance the character, scale, and quality of these neighborhoods.

Goal LU-8: Affordable housing supply in the City is increased to meet the regional need and existing affordable housing stock is maintained.

Policy LU-8.1: ~~Encourage a variety of creative methods for supplying affordable housing.~~ Facilitate a mix of household income and affordability levels in residential projects citywide, with an emphasis on ensuring integration of affordable housing into every neighborhood.

Policy LU-8.2: Modify development processes to streamline and simplify the processing of entitlement permits, design review, building permits, and funding of affordable housing projects.

Policy LU-8.3: Ensure future development of housing distributes affordable units throughout the City and avoids overconcentration of affordable units.

Policy LU-8.4: Work with major employers, educational institutions, health care institutions, and other employers within Buena Park to facilitate and encourage the development of workforce housing.

Policy LU-8.5: Support development and maintenance of affordable senior rental and ownership housing and supportive services that facilitate independence and the ability of seniors to remain in their homes and the community.

Policy LU-8.6: Support the development of permanent, affordable, and accessible housing that allows people with disabilities to live independent lives.

Policy LU-8.7: Encourage the development of mixed-use projects that incorporate affordable housing alongside commercial, retail, and office spaces to create dynamic, inclusive communities and increase access to amenities and services for residents.

Policy LU-8.8: Promote public-private partnerships to leverage funding and resources for mixed-income developments that blend market-rate and affordable housing, ensuring long-term affordability and social integration across all neighborhoods.

PRINCIPLE: INDUSTRIAL AND MANUFACTURING USES

Industrial and manufacturing uses have experienced significant change due to innovation, market competition, and regional factors such as land values and changes in regional logistics. Therefore, the City acknowledges that future land use policy should respond to a rapidly changing marketplace by providing flexible, market-responsive land use policy that maximizes the City's ability to capture jobs for the local workforce.

Goal LU-9: Promotion of quality industrial development that provides local employment opportunities.

Policy LU-9.1: Support redevelopment and transition of obsolete industrial and manufacturing sites for commercial, flex- tech, and/or mixed-use development, reflective of current market demand.

Policy LU-9.2: Promote quality design and development practices that reduce environmental impacts.

Policy LU-9.3: Encourage the consolidation of smaller industrial properties and the cooperation of individual property owners in order to provide opportunities for larger, integrated development, including reconfiguration of public streets where possible and appropriate, reducing fragmentation of design, access, circulation, parking, and signage within industrial areas of the City.

Policy LU-9.4: Discourage additional disaggregation of larger industrial properties and significant development or redevelopment of individual smaller parcels which have the potential of being combined within the adjacent parcels.

Goal LU-10: Land use policy that encourages job retention and attraction.

Policy LU-10.1: Encourage flexibility in land use regulations to respond to requirements of new and emerging business and industry types.

Policy LU-10.2: Ensure land use policy is supplemented by strong marketing, business retention and attraction efforts, and predictable, land use regulations.

PRINCIPLE: COMMERCIAL AND JOB-CREATING USES

A robust and diverse economy will increase the need for retail, office, and other job-creating uses that employ the local population and provide access to needed services. The City places strong emphasis on its ability to attract new commercial uses and promote the expansion of existing commercial uses.

Goal LU-11: Existing commercial areas that are preserved and enhanced while new commercial opportunities are expanded.

Policy LU-11.1: Promote business attraction, retention, and expansion to enhance the City's economic vitality.

Policy LU-11.2: Promote physical improvement of existing office and retail centers.

Policy LU-11.3: Encourage revitalization and enhancement of existing underperforming commercial areas through site planning and redevelopment to maximize use of existing development.

Policy LU-11.4: Discourage the construction of marginal, disjointed strip center commercial development within the City.

Policy LU-11.5: Encourage integrated development that incorporates commercial uses with housing.

Policy LU-11.6: Preserve the valuable resource of larger commercial properties by not allowing subdivision into smaller parcels unless accompanied by a Master Plan for ultimate development with integration of circulation, access, architectural design, and landscaping regardless of individual ownership.

Strip Commercial Centers

Strip commercial centers became very prominent throughout the United States as popularity of the automobile grew. With auto-independence, suburban neighborhoods had the ability to develop on the outskirts of a community. Major arterial thoroughfares lined with strip commercial uses provided the connection between residential suburbs and job centers located in a downtown district.

Strip commercial centers are clusters of small retail and/or office uses isolated from other uses along a major corridor. Their low-intensity development pattern results in single- story stores typically located at the rear of the property. Strip commercial is typically characterized by mundane building and site design and configuration, as well as minimal landscaping. Often, the scale of strip commercial centers is intended for customers seeking the goods or services of only one store, resulting in more total number of parking spaces needed along the entire strip than if parking were shared by a mix of uses. Major surface parking lots are generally located between the stores and the street-edge, reducing pedestrian and bicycle accessibility. Due to their vehicular-oriented characteristics, strip commercial centers have a significant number of driveways accessing the arterial that intersect with sidewalks. Their configuration also tends to provide few pedestrian connections to surrounding residential neighborhoods.



AUTO-ORIENTED CHARACTERISTICS

Goal LU-12: Continued promotion of the Auto Center as an automotive sales corridor.

Policy LU-12.1: Promote the Auto Center as a regional automobile sales destination to retain existing dealerships and encourage new automobile dealerships to locate within the Auto Center.

PRINCIPLE: MANAGEMENT OF GROWTH AND CHANGE

It is essential that City growth and change be managed, including consideration of fiscal implications of land use decisions.

Goal LU-13: Fiscal impacts of growth and change are evaluated.

Policy LU-13.1: Ensure necessary capital improvements are in place prior to new development or completed concurrently.

Policy LU-13.2: Ensure that fiscal impacts associated with growth and change are evaluated to ensure City ability to provide vital services is not compromised.

Goal: LU-14: Proactive coordination with Regional Agencies.

Policy LU-14.1: Provide a strong role in the development of regional planning efforts by ensuring local land use issues are adequately addressed at the regional level.

Policy LU-14.2: Establish a strong role in the implementation of Proposition 1A with the California High Speed Rail Authority (CHSRA).

Policy LU-14.3: Continue coordination with the California Department of Transportation (Caltrans) related to the local impacts of change and development of the I-5 and SR-91 Freeways as well as other local transportation routes and areas of influence under the jurisdiction of Caltrans.

Policy LU-14.4: Continue coordination with the Orange County Transportation Authority (OCTA) to ensure regional and sub-regional transportation efforts reflect Buena Park's unique attributes.

Policy LU-14.5: Continue the City's role with the Orange County Council of Governments (OCCOG) including informing decision- makers about inter-governmental coordination, and representing the City at the sub-regional, regional, and state level.

Policy LU-14.6: Refer to the Airport Land Use Commission, for a determination of consistency with the Airport Environs Land Use Plan, any proposed development which would pierce the imaginary surfaces for the Fullerton Municipal Airport or the Joint Forces Training Base Los Alamitos, as defined in the Federal Aviation Regulation Park 77.

Policy LU-14.7: Building heights shall comply with FAR Part 77 Imaginary Surfaces for the Fullerton Municipal Airport or Joint Forces Training Base Los Alamitos.

PRINCIPLE: SUSTAINABLE LAND USE

Sustainable growth to meet the needs of current and future residents is important to the City of Buena Park. Coordination between land uses and transportation facilities and services will promote both economic and environmental sustainability.

Goal LU-15: Land uses that are connected and coordinated with existing and future transportation facilities.

Policy LU-15.1: Promote convenient and attractive pedestrian linkages across and along streets.

Policy LU-15.2: Continue to promote the creation of jobs and housing in proximity to the Buena Park Metrolink station.

Policy LU-15.3: Coordinate siting of future transportation facilities to maximize the development of transit-supportive land uses.

Policy LU-15.4: Encourage development of land uses that provide for multi- modal transportation options to reduce the demand for automobile use.

Policy LU-15.5: Encourage mixed-use and multi-family developments to be located in close proximity to essential services, such as schools, healthcare facilities, grocery stores, and public transportation, to reduce reliance on automobiles, improve accessibility, and enhance convenience for residents.

Policy LU-15.6: Implement streetscape enhancements such as widened sidewalks, street trees, pedestrian-scale lighting, benches, and public art installations to improve the visual appeal, comfort, and safety of pedestrian environments.

Goal LU-16: City-defined smart growth and sustainable community principles incorporated into future planning and development proposals.

Policy LU-16.1:Support sustainable activities at the local and regional level.

Policy LU-16.2: Encourage private development to incorporate City-defined sustainable principles in site development, building construction, and building systems.

Policy LU-16.3: Utilize land use change to encourage livability, access to services, efficient use of infrastructure, and access to transportation options.

Policy LU-16.4:Encourage land uses and improvements that reduce energy and water consumption, waste and noise generation, air quality impacts and support other comparable resource strategies for a sustainable Buena Park; including alternative energy generation, electric vehicle parking and charging, recycling, and similar facilities.

Policy LU-16.5: Require mixed-use and multi-family developments to adhere to sustainable design and construction practices, including energy efficiency measures, water conservation strategies, use of renewable materials, and implementation of green building standards, to minimize environmental impacts and promote long-term resilience.

Policy LU-16.6:Prioritize walkability and connectivity by promoting pedestrian-friendly infrastructure, such as interconnected sidewalks, crosswalks, and pedestrian pathways, as well as safe and convenient access to public transportation options.

Goal LU-17: A physical environment that enhances aging in place.

Policy LU-17.1: Encourage a variety of employment, housing, entertainment, and recreational choices to enhance the opportunities for Buena Park residents to stay within the community throughout all stages of life.

Policy LU-17.2: Encourage the development of senior housing that has access to commercial services, health care facilities, community facilities, and public transit.

PRINCIPLE: ECONOMIC DEVELOPMENT

Land use is intimately related with economic development, as it provides the primary direction for the location and distribution of development. The effective location and distribution of land uses contribute to the fiscal well-being of the City. Therefore, economic considerations play a vital role in effective land use policy.

Goal LU-18: Development that promotes and enhances the fiscal health of the City.

Policy LU-18.1: Encourage zoning and other regulatory mechanisms to promote new development that contribute to the community's fiscal health.

Policy LU-18.2: Explore land use policies, processes, standards, and incentives to expand commerce and job creation within the City.

Policy LU-18.3: Promote development patterns that reduce infrastructure construction costs.

Policy LU-18.4: Continue to prioritize commercial and residential revitalization within the redevelopment project area.

PRINCIPLE: FOCUSED DEVELOPMENT STRATEGY

As a built-out City, growth and change in Buena Park will primarily occur as infill, redevelopment, and revitalization in key areas identified for change. This focused development strategy will be implemented through the establishment of specific focus areas with individualized approaches for each area.

Goal LU-19: A focused development strategy that emphasizes specialized Focus Area land use policies.

Central Buena Park Focus Area

Policy LU-19.1: Improve the quality of the pedestrian environment along Beach Boulevard to establish a walkable and highly accessible mixed-use environment.

Policy LU-19.2: Create an enhanced pedestrian environment that encourages linkages between residential and non-residential uses within Central Buena Park.

Policy LU-19.3: Encourage the development of publicly accessible spaces within and adjacent to private property to encourage a higher level of pedestrian utilization along Beach Boulevard.

Policy LU-19.4: Ensure that design and siting of new development along Beach Boulevard and Commonwealth Avenue addresses quality of life in adjacent residential neighborhoods.

Policy LU-19.5: Ensure strategic location of parking facilities along Beach Boulevard and Commonwealth Avenue to encourage convenient and accessible parking for commercial development.

Policy LU-19.6: Facilitate development of shared and/or joint-use parking facilities.

Policy LU-19.7: Encourage redevelopment of individually-owned, smaller lots by providing regulatory incentives encouraging the consolidation of lots to maximize development opportunities.

Orangethorpe Corridor East Focus Area

Policy LU-19.8: Promote streetscape and urban design improvements to enhance the area as the eastern gateway into the City.

Policy LU-19.9: Encourage high-profile, high quality development that provides visibility from the adjacent SR-91 and I-5 freeways.

Policy LU-19.10: Encourage the development of live-work units as a means of transition between high intensity commercial development and adjacent residential neighborhoods along Oregon Street and Indiana Street.

Policy LU-19.11: Maximize accessibility of non-residential uses along Kass Drive and Page Street to reduce conflicts with existing residential uses.

Orangethorpe Corridor West Focus Area

Policy LU-19.12: Evaluate opportunities to introduce high-density residential development south of Melrose Street as a means to transition between commercial uses and existing single- family residential uses to the north.

Policy LU-19.13: Encourage the development of integrated campus-like commercial development through improved functional connectivity with Western Avenue and Knott Avenue.

Policy LU-19.14: Encourage the consolidation of long, narrow parcels fronting Orangethorpe Avenue to provide opportunities for larger, integrated campus developments.

Policy LU-19.15: Enhance the pedestrian environment through the development of streetscape and urban design that consolidates site ingress and egress.

Policy LU-19.16: Ensure that future development along Orangethorpe and Knott Avenue addresses the need for an enhanced pedestrian environment for adjacent school uses.

Entertainment Corridor Focus Area

Policy LU-19.17: Encourage development of the Mall with a mix of higher- density residential, entertainment, and commercial uses that complement and enhance Knott's Berry Farm and other entertainment uses.

Policy LU-19.18: Encourage the development of a variety of urban entertainment uses that encourage activity within the area.

Policy LU-19.19: Promote linkages to adjacent developments to promote the Entertainment Corridor as a pedestrian destination.

Policy LU-19.20: Continue to coordinate with Knott's Berry Farm to ensure potential new development or expansion of operations are compatible with adjacent land uses.

Entertainment Corridor North Focus Area

Policy LU-19.21: Continue to support Knott's Berry Farm as a centerpiece of the City's entertainment corridor through the establishment of uses and activities that complement and enhance its continued success as a regional attraction.

Policy LU-19.22: Encourage the development of a high-intensity urban entertainment activity center that strengthens physical and functional connectivity with the resort area.

Policy LU-19.23: Provide for a highly vitalized urban pedestrian environment through the establishment of pedestrian amenities and retail development along Beach Boulevard and Orangethorpe Avenue.

Policy LU-19.24: Expand and enhance supportive commercial, hospitality, and residential uses along Beach Boulevard and Orangethorpe Avenue that attract and complement the tourist industry.

Policy LU-19.25: Promote linkages to adjacent developments to promote the Entertainment Corridor North as a pedestrian destination.

Policy LU-19.26: Encourage development of strategically located, joint-use parking facilities to establish a "park once" destination.

Policy LU-19.27: Incorporate high-density residential development as a component of retail and entertainment uses to provide additional housing opportunities for employees of the resort area.

Northwest Focus Area

Policy LU-19.28: Encourage the creation of large-scale, job-creating development.

Policy LU-19.29: Encourage the establishment of high-end corporate businesses through incentives, land use regulations, and other techniques.

Policy LU-19.30: Encourage high quality commercial development with direct access to Orangethorpe Avenue and Valley View Street.

Policy LU-19.31: Provide opportunities for limited supportive retail and dining development for the daytime employment population.

Policy LU-19.32: Improve regional accessibility to job-creating uses in the focus area through coordination with adjacent jurisdictions and Caltrans to improve connectivity at Valley View Street from the SR-91 and I-5 freeways.

Civic Center Focus Area

Policy LU-19.33: Encourage development of a mixed-use environment providing a balance of commercial, residential, and civic uses.

Policy LU-19.34: Establish stronger physical and functional connectivity with Beach Boulevard.

Policy LU-19.35: Ensure future development and redevelopment in the Civic Center area acknowledges preservation and enhancement of historic structures.

Policy LU-19.36: Enhance the civic identity along Beach Boulevard through streetscape and urban design improvements.

Commonwealth Corridor Focus Area

Policy LU-19.37: Establish a complementary mix of commercial and office development, incorporating job creation.

Policy LU-19.38: Encourage redevelopment of irregular lots along Commonwealth Avenue by providing regulatory incentives facilitating consolidation to maximize development opportunities.

Policy LU-19.39: Encourage strategic joint-use parking facilities to reduce the prevalence of ingress and egress along the Commonwealth corridor.

Policy LU-19.40: Ensure new development is designed and sited to buffer adjacent residential development from impacts associated with non-residential uses.

Policy LU-19.41: Ensure existing residential uses generally bounded by Dale Avenue, Artesia Boulevard, Whitaker Street, and Stanton Avenue are considered in the design and siting of future development along the Commonwealth Corridor.

Policy LU-19.42: Encourage streetscape and other urban design improvements to enhance Commonwealth Avenue as a primary eastern gateway into the City.

Policy LU-19.43: Encourage expansion and development of light industrial uses that provide additional employment opportunities.

Policy LU-19.44: Ensure new development and redevelopment are compatible with the Airport Environs Land Use Plan for the Fullerton Municipal Airport.

North Beach Boulevard Focus Area

Policy LU-19.45: Provide for a mix of job-creating uses and supportive retail development.

Policy LU-19.46: Ensure existing adjacent residential development along Beach Boulevard, La Mirada Boulevard, Malvern Avenue, and Stage Road is considered in the design and siting of future development.

Policy LU-19.47: Encourage street-oriented infill development focused at the intersection of Beach Boulevard and La Mirada Boulevard.

Policy LU-19.48: Provide for transitional landscaping and urban design features as transition to adjacent residential development to preserve neighborhood quality.

Fillmore/Jackson Focus Area

Policy LU-19.49: Encourage an improved physical environment that contributes to livability, safety, and crime reduction.

Policy LU-19.50: Provide for rehabilitation of existing residential structures. Policy LU-19.51: Encourage redevelopment opportunities within the area.

Goal LU-20: Focus Area Community Design Policies are Established and Implemented.

As a supplement to the Focus Area land use policies provided in the Land Use Element, the following Community Design policies address specific community design considerations for each of the General Plan Focus Areas.

Central Buena Park Focus Area

Policy LU-20.1: Promote a clearly defined regional entry statement from Beach Boulevard at the I-5 freeway.

Policy LU-20.2: Promote appropriate statements to define neighborhood entries along 4th Street, Fullerton Avenue, Artesia Boulevard, Homewood Avenue, and Darlington Avenue.

Policy LU-20.3: Encourage the development of public amenities along Beach Boulevard to strengthen pedestrian comfort.

Policy LU-20.4: Consider an entry statement along Beach Boulevard to define a northern entry into the Central Buena Park focus area.

Orangethorpe Corridor East Focus Area

Policy LU-20.5: Consider entry monumentation and streetscape enhancements at Orangethorpe Avenue and the I-5 freeway to define the area as a primary eastern gateway into the City.

Policy LU-20.6: Encourage the use of landscape and urban design treatments at neighborhood entries along Oregon Street and Indiana Avenue to clearly define single-family residential areas.

Policy LU-20.7: Encourage quality design and development of manufacturing and office uses to enhance visibility from Orangethorpe Avenue.

Orangethorpe Corridor West Focus Area

Policy LU-20.8: Incorporate landscaping and urban design improvements adjacent to Knott Avenue and Orangethorpe Avenue to promote a walkable environment.

Policy LU-20.9: Consider improvements to Melrose Street to improve pedestrian accessibility.

Entertainment Corridor Focus Area

Policy LU-20.10: Encourage landscaping, unique streetscapes, and the integration of public art to enhance the area as a one of a kind entertainment destination.

Policy LU-20.11: Encourage bold and creative signage and urban design on private property to support the area theme.

Policy LU-20.12: Create an enhanced pedestrian environment that encourages linkages between the Mall, Knott's Berry Farm, and other visitor-serving uses along Beach Boulevard.

Policy LU-20.13: Consider a high- profile themed entry statement at Beach Boulevard and Crescent Avenue to promote a sense of arrival and place.

Entertainment Corridor North Focus Area

Policy LU-20.14: Consider a high- profile entry statement at Beach Boulevard and the SR-91 freeway to define the Beach Boulevard corridor as a primary regional entertainment and tourist center.

Policy LU-20.15: Encourage the development of bold, highly visual signage, streetscape, and urban design on private property to further define the regional significance of the focus area.

Policy LU-20.16: Enhance the intersection of Beach Boulevard and Orangethorpe Avenue through the use of decorative paving, streetscape furniture, sidewalks, and landscaping.

Policy LU-20.17: Encourage quality design and development to enhance visibility from the SR-91 freeway.

Northwest Focus Area

Policy LU-20.18: Promote Orangethorpe Avenue and Valley View Street as the primary western gateway into the City through the establishment of monumentation, landscaping, and hardscape improvements.

Policy LU-20.19: Encourage the development of generous, high-quality landscaping along the public right-of-way to establish a corporate identity for the focus area.

Policy LU-20.20: Provide for transitional landscaping and buffering on the south side of Orangethorpe Avenue to ensure preservation and enhancement of existing single-family neighborhoods.

Civic Center Focus Area

Policy LU-20.21: Encourage the continued revitalization of residential units along Pinchot Court and 11th Street through structural improvements, landscaping, and streetscape to complement the Civic Center complex.

Policy LU-20.22: Encourage the preservation and enhancement of historic residential structures in the area generally bounded by 11th Street, Western Avenue, 9th Street, and Beach Boulevard through clearly identifying neighborhood boundaries, encouraging private improvements and maintaining and enhancing the existing public right-of-way.

Policy LU-20.23: Consider a strong entry statement at Beach Boulevard and the I-5 freeway, through landscaping, signage, and monumentation to define the area as the community's civic core.

Commonwealth Corridor Focus Area

Policy LU-20.24: Ensure the siting and design of new structures along Dale Street minimize potential impacts from adjacent aviation operations.

Policy LU-20.25: Consider a strong eastern entry gateway statement at Commonwealth Avenue and Dale Street to define entry into the City.

Policy LU-20.26: Promote streetscape and urban design improvements along 4th Street and Indiana Avenue that define residential neighborhoods and provide for transitions between non- residential and residential uses.

North Beach Boulevard Focus Area

Policy LU-20.27: Consider a prominent intersection statement at Beach Boulevard and La Mirada Boulevard/Malvern Avenue.

Policy LU-20.28: Encourage street adjacent development along Beach Boulevard to encourage pedestrian utilization and accessibility by adjacent residents.

Policy LU-20.29: Provide for transitional landscape treatments to preserve neighborhoods adjacent to Malvern Avenue and La Mirada Boulevard.

Fillmore-Jackson Focus Area

Policy LU-20.30: Encourage Crime Prevention through Environmental Design (CPTED) techniques to encourage a safe and physically pleasing environment.

Policy LU-20.31: Encourage rehabilitation of existing residential structures though variations in color, hardscape, and building materials.

Policy LU-20.32: Encourage improvements to alleyways adjacent to Fillmore Drive and Jackson Way to enhance safety through hardscape, landscape, lighting, and other techniques.

Policy LU-20.33: Encourage the development of open space and recreational facilities to meet the needs of existing residents.

Policy LU-20.34: Facilitate redevelopment of the area to provide a modern urban contemporary development with associated amenities.

PRINCIPLE: COMMUNITY IDENTITY

The "view from the road" is one powerful indicator of the City's image. Opportunities exist to improve the City's street environment and public realm to create and enhance the sense of place.

Goal LU-21: Distinctive and attractive design of the public realm that promotes a positive image and identity.

Policy LU-21.1: Focus on improving the appearance of corridors in the City by implementing landscaping, enhanced paving, unique streetscape amenities, appropriately-scaled lighting, and placement of utility connections underground.

Policy LU-21.2: Support the development of a comprehensive gateway program, including a hierarchy of entry monuments and wayfinding signage throughout the City.

Policy LU-21.3: Support landscaping treatments that complement a comprehensive streetscape program and that maximize water conservation through plant species and irrigation techniques.

Policy LU-21.4: Strive to develop a system of key landmarks that contribute to the character and image of the City, and encourage new buildings and/or monuments to function as neighborhood or district markers.

Goal LU-22: New development and redevelopment that contributes to a positive visual image of the City.

Policy LU-22.1: Support development in focus areas that encourages a mix of land uses, central gathering spaces, walkable streets, interesting architecture, and public art.

Policy LU-22.2: Promote good quality design that considers site and building scale and mass that enhances the experience of employees and customers.

Policy LU-22.3: Support the use of form-based codes in special districts and corridors to ensure that new development and redevelopment is consistent with the desired identity of the City.

Policy LU-22.4: Ensure that commercial signs do not detract from the City's high-quality image, while recognizing the need for effective business identification.

Policy LU-22.5: Continue to preserve historically-significant buildings and neighborhoods.

Policy LU-22.6: Encourage that new and adaptively re-used buildings are designed to respect and complement the defining built form, massing, scale, and modulation, of their contextual setting.

Policy LU-22.7:Design each building as a high-quality, long term addition to the City's urban fabric; exterior design and buildings material shall exhibit permanence and quality, minimize maintenance concerns, and extend the life of the building.

PRINCIPLE: SOCIAL INTERACTION

The physical character of a City can support or hinder social interaction. Opportunities exist in Buena Park to encourage social interaction by improving connectivity between uses, providing public gathering areas and spaces, and encouraging pedestrian-oriented development.

Goal LU-23: New development and redevelopment that fosters social interaction, connectivity, and sense of place.

Policy LU-23.1: Encourage connectivity between focus areas, nodes, and neighborhoods through visually-interesting and logical networks of paths that provide access for pedestrians, bicyclists, motorists, and transit patrons.

Policy LU-23.2: Encourage the development of a variety of public gathering places, such as community centers, mixed-use plazas or courtyards, and parks and open space, which meet the needs of residents and visitors.

Policy LU-23.3: Encourage new commercial development and remodeling of existing commercial buildings to provide maximum window exposure for passers-by and minimize "blank wall" exposure.

Policy LU-23.4: Prioritize the development of walkable neighborhoods within the Housing Opportunities Overlay by incorporating pedestrian-friendly design elements, such as wide sidewalks, well-defined crosswalks, pedestrian-scale lighting, and street furniture, fostering safe and convenient walking routes between residential units and nearby amenities.

Policy LU-23.5:Promote building entrance orientation that prioritizes pedestrian accessibility and street interaction, with active ground-floor uses facing public streets and sidewalks.

Policy LU-23.6: Require that mixed-use projects provide on-site amenities that contribute to the living environment of residents such as courtyards, outdoor barbecues, and recreation facilities.

PRINCIPLE: ATTRACTIVE NEIGHBORHOODS

Neighborhood aesthetics contribute to overall resident satisfaction and community livability. Opportunities exist in Buena Park to enhance and protect existing neighborhoods, as well as ensure new neighborhoods are well-designed.

Goal LU-24: Existing and new neighborhoods that are attractive, well- maintained, and promote unique identities.

Policy LU-24.1: Promote public gathering spaces or community centers, recreational opportunities, and social programs within existing neighborhoods.

Policy LU-24.2: Continue to emphasize maintenance of the City public right-of-way, including street resurfacing, landscaping, lighting, and removal of litter or graffiti.

Policy LU-24.3: Support development and implementation of a uniform street tree program in residential neighborhoods and main boulevards that will ultimately provide shade canopies across roadways and provide inviting and walkable parkways.

Policy LU-24.4: Encourage homeowners' associations and neighborhoods to maintain existing housing tract entrance signs in an attractive manner and encourage the placement of new signs at the entrance of developments that do not have identification.

PRINCIPLE: COMMUNITY SAFETY

The physical design of a project can have a profound effect on public safety by addressing potential for associated criminal activity. Projects can enhance user safety through design to reduce opportunities for criminal activity.

Goal LU-25: A safe place to live, work, and play.

Policy LU-25.1:Incorporate public safety considerations into community design.

RESOLUTION NO.
ENVIRONMENTAL IMPACT REPORT NO. EIR-25-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CERTIFYING ENVIRONMENTAL IMPACT REPORT NO. EIR-25-1 (SCH NO. 2024110035) AND A STATEMENT OF OVERRIDING CONSIDERATIONS FOR GENERAL PLAN AMENDMENT NO. GP-25-2, TEXT AMENDMENT NO. C-25-1 AND AMENDMENTS TO THE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS) TO IMPLEMENT VARIOUS HOUSING ELEMENT PROGRAMS

A. Recitals.

(i) The City of Buena Park 6th Cycle Housing Element Update (HEU) was approved by the City Council on January 25, 2022 and Certified by the State Department of Housing and Community Development in 2024; and

(ii) In order for HCD to certify the HEU, the Land Use and Community Design Element and Zoning Code needed to be updated, which was proposed to be completed in two-phases; and

(iii) The applications for phase one included General Plan Amendment No. GP-24-1, Zone Change No. Z-24-2, Specific Plan Amendment No. SP-24-1, Text Amendment No. C-24-1, and Negative Declaration No. MND-24-1 and were approved by the City Council on February 13, 2024; and

(iv) The second phase of the implementation effort requires a Zoning Code Amendment (C-25-1) and General Plan Amendment GP-25-2; and

(v) Based on the Project Description which includes 10,322 dwelling units and 438,333 square feet of commercial development, it was determined that an Environmental impact Report was the most appropriate environmental document; and

(vi) A Notice of Preparation (NOP) and Initial Study was distributed on October 31, 2024 to local agencies, interested parties and the State Clearinghouse for 30-day review period from November 4, 2024, to December 10, 2024; and

(vii) The NOP described the Project, identified potential environmental effects, and invited agencies and the public to submit comments; and

(viii) The City received comments/recommendations from the following agencies: Native American Heritage Commission, Southern California Association of Governments, Orange County Transit Authority and California Department of Transportation; and

(ix) All received comments are provided in Appendix B of the Draft EIR and all comments related to environmental issues associated with the proposed Project were addressed within the DEIR, including the Initial Study and the Technical Studies appended to it; and

(x) Pursuant to CEQA Guidelines Section 15087(a), the DEIR was made available for public review from February 14, 2025, to April 1, 2025; and

(xi) The City posted the Notice of Availability and DEIR on its website, submitted a copy to the State Clearing House, made hard copies available at the City's Planning Department and public library and held a community meeting on March 12, 2025, at Buena Park City Hall to present the Project and receive input; and

(xii) All of the comment letters received by the City during the 45-day public review period have been included and responded to in the Final EIR; and

(xiii) The City of Buena Park is the Lead Agency under CEQA Guidelines Article 4, Section 15367 and is responsible for analyzing the environmental impacts of the Project; and

(xiv) This EIR has been prepared in conformance with CEQA (California Public Resources Code Section 21000 et seq.); CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.); and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City of Buena Park; and

(xv) The EIR concluded that there were significant environmental impacts that could not be mitigated to less than significant levels in the areas of Air Quality and Greenhouse Gases; and

(xvi) Pursuant to CEQA Section 21081(b) and State CEQA Guidelines Section 15093, the City found that the unavoidable significant effects to air quality and greenhouse gases are outweighed by specific overriding economic, legal, social, technological, or other benefits offered by the Proposed Project and a Statement of Overriding Considerations was the appropriate determination; and

(xvii) On May 28, 2025, the Planning Commission of the City of Buena Park, held a duly noticed public hearing and recommended that the City Council approve General Plan Amendment No. GP-25-2, Text Amendment No. C-25-1, and associated EIR No. EIR-25-1; and

(xviii) On June 24, 2025, the City Council conducted a duly noticed public hearing at a regularly scheduled meeting to consider the Environmental Impact Report and approval of the Project Applications. The City Council has heard and considered the public testimony provided to it at the hearing and has further considered written materials and oral testimony presented on behalf of the City and other interested parties. Said public hearing was concluded prior to adoption of this Resolution.

(xix) All legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Buena Park hereby determines, finds, and resolve as follows:

1. All of the facts set forth in the Recitals, Part A, of this Resolution, are true and correct and hereby incorporated by this reference.

2. The City Council finds the Environmental Impact Report, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations prepared by CASC Engineering and Consulting, Inc., on behalf of the City of Buena Park, the lead agency, is legally adequate with respect to the Project identified in this Resolution.

3. The City Council does hereby by certify that the attached Environmental Impact Report, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for General Plan Amendment No. GP-25-2, and Text Amendment No. C-25-1 has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines, and local procedures adopted pursuant thereto, and has reviewed and considered the information contained in the EIR.

4. The City Council hereby approves EIR-25-1. The City of Buena Park shall file a Notice of Determination with the County Clerk of Orange County and the Secretary of the Resources Agency pursuant to the provisions of Section 21152 of Public Resources Code and State CEQA Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 24th day of June 2025, by the following called vote:

AYES: 0 COUNCILMEMBERS:

NOES: 0 COUNCILMEMBERS:

ABSENT: 0 COUNCILMEMBERS:

ABSTAINED: 0 COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, 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 24th day of June 2025.

_____
City Clerk

Final EIR:

https://www.buenapark.com/Document_center/City%20Departments/Community%20development/Planning%20Division/2021%20Housing%20Element%20Update/Final%20EIR%20-%20Combined.pdf

Statement of Overriding Considerations:

https://www.buenapark.com/Document_center/City%20Departments/Community%20development/Planning%20Division/2021%20Housing%20Element%20Update/Findings%20of%20Fact%20and%20Statement%20of%20Overriding%20Considerations.pdf

Summary of Changes to Division 1 Administration

This document serves as an errata sheet summarizing proposed updates and modifications to Division 1 (Administration) of the Title 19 Zoning of the Buena Park Municipal Code. The changes streamline text to align with current housing policies, remove redundancies, and add new provisions reflecting modern zoning practices.

Chapter 19.104 Introduction and Definitions

19.104.010 Title. (No changes)

19.104.020 Authority. (No changes)

19.104.030 Purpose. (No changes)

19.104.040 Establishment of Zones.

- Added "Mixed-Use Zones" pursuant to Division 7.

19.104.050 Establishment of Overlay Zones.

- Added "Housing Incentive Overlay Zones".

19.104.060 Zoning Map. (No changes)

19.104.070 Interpretation of Zoning Map. (No changes)

19.104.080 Definitions.

- Added new definitions and updated definitions to align with current and future permitted uses across residential, commercial, industrial, mixed-use, and open space zones, and to provide greater clarity regarding allowable uses.
- Removed the definition for "Lot width, buildable" as this term is not referenced within the zoning code.
- Removed the lengthy definition for "Massage Establishment" and redefines the term by referring to Chapter 5.12 of Title 5 Business Licenses and Regulations.

Chapter 19.108 Procedures—General

19.108.010 Types of Procedures.

- Added "Streamlined Ministerial Review" under Administrative Procedures.
- Removed "Conforming Garage Waiver".

19.108.020 Applications. (No changes)

19.108.030 Initiation by City. (No changes)

19.108.040 Interchangeability. (No changes)

19.108.050 Fees. (No changes)

19.108.060 Environmental Review. (No changes)

19.108.070 Investigation. (No changes)

Chapter 19.112 Hearings

19.112.010 Setting of Hearings. (No changes)

19.112.020 Notice of Hearings.

- Added a provision to subsection A for timing.

19.112.030 Conduct of Hearings. (No changes)

Chapter 19.116 Decisions

19.116.010 Findings. (No changes)

19.116.020 Form of Decision. (No changes)

19.116.030 Vote Required. (No changes)

19.116.040 Time Limits. (No changes)

19.116.050 Failure to Act. (No changes)

19.116.060 Notice of Decision. (No changes)

Chapter 19.120 – Appeals

19.120.010. Appellate Authority. (No changes)

19.120.020. Appellants. (No changes)

19.120.030. Time for Filing of Appeal. (No changes)

19.120.040. Form of Appeal. (No changes)

19.120.050. Receipt of Appeals. (No changes)

19.120.060. Transmittal of Record upon Appeal. (No changes)

19.120.070. Consideration of Appeal. (No changes)

19.120.080. Appellate Decision. (No changes)

19.120.085. City Council Review of Decisions of the Planning Commission. (No changes)

19.120.090. Irregularities in Proceedings. (No changes)

Chapter 19.124 – Legislative Procedures

19.124.010. Text Change. (No changes)

19.124.020. Interim Ordinances. (No changes)

19.124.030. Zone Change. (No changes)

19.124.040. Pre-zoning. (No changes)

19.124.050. Adoption or Amendment of Supplementary Standards. (No changes)

Chapter 19.128 – Administrative Procedures

19.128.010. Administrative Interpretation. (No changes)

19.128.020. Conditional Use Permit. (No changes)

19.128.030. Conditional Use Permit for Residential Condominium Development. (No changes)

19.128.040. Site Plan Review.

- Removed the site plan review requirement for expansions of single-family dwellings and artificial turf.
- Replaces "City Council" with "Planning Commission" as part of the appeal process.

19.128.050. Zoning Sign Permit.

- Removed "When a zoning sign permit is required and a signing plan is included as part of an application for site plan review, conditional use permit, variance, or similar approval under this Title, the zoning sign permit matter may be considered and approved as part of such other proceeding. In other cases, when a zoning sign permit is required (see subsection B of Section 19.904.070), the matter shall be considered by the Zoning Administrator following the same procedure as provided for zoning adjustments under Section 19.128.080."

19.128.060. Underground Utilities Waiver.

- Replaces "Planning Commission" with "Zoning Administrator" in subsection A.

19.128.070. [RESERVED]

- Removed "Conforming Garage Waiver" and replaces Section with "Reserved".

19.128.080. Adjustment.

- Added clarifying language to yards and permitted encroachments in Subsection B.2.b.

19.128.090. Zoning Compliance Review. (No changes)

19.128.100. Interdepartmental Review.

- Added clarifying language to minor exterior alterations in Subsection B.1.b.
- Added "Approval for HIOZ residential/ mixed-use development, Housing Opportunity Overlay and Religious/Congregational/Fraternal Overlay (refer to ordinance # 1733)"
- Added provisions for extensions.
- Removed "Construction of handicap parking and ramps for existing multi-family residential, commercial, and industrial properties subject to the provisions of the California State Building Standards Code (Title 24) accessibility regulations adopted by the Division of the State Architect and the American with Disabilities Act (ADA). In order to comply with State law, the

provision of handicap parking and ramps for such properties may result in the loss of a minimum of existing on-site parking spaces."

19.128.110. Streamlined Ministerial Review.

- New Section that introduces Streamlined Review for projects located within the HIO's.

Notes:

1. Section 19.128.110 (Temporary Garage Use Permits) has been **deleted**.

Chapter 19.132 – Quasi-Judicial Procedures

19.132.010. Variance. (No changes)

19.132.020. Extension or Termination of Nonconforming Privilege.

- Removed the term "early" from "early termination" in subsections B, C, D, and F.

19.132.030. Revocation.

- Added the Director of Community and Economic Development to subsection B.

Chapter 19.136 - Applicability of Regulations

19.136.010. Property Affected. (No changes)

19.136.020. Persons Affected. (No changes)

19.136.030. Activities Affected. (No changes)

Chapter 19.140 - Relationship of Zoning Regulations to Other Laws and Regulations

19.140.010. Continuity of Zoning Regulations. (No changes)

19.140.020. Pending Proceedings. (No changes)

19.140.030. Rights under Previous Approvals. (No changes)

19.140.040. Previous Violation or Conviction. (No changes)

19.140.050. Severability. (No changes)

19.140.060. Conflicting Regulations. (No changes)

19.140.070. Conflicting Licenses and Permits. (No changes)

19.140.080. Private Agreements. (No changes)

19.140.090. Nuisances. (No changes)

19.140.100. References to Other Laws and Regulations. (No changes)

Chapter 19.144 - Assignment of Authority, Powers, and Duties

19.144.010. Delegation of Commission authority. (No changes)

19.144.020. Delegation of Staff Authority. (No changes)

19.144.030. Office of Zoning Administrator.

- Clarifies the title of the Community and Economic Development Director.

19.144.035. Director of Community and Economic Development.

- Renames Section title from "Director of Development Services" to " Director of Community and Economic Development".

19.144.040. Enforcement. (No changes)

Chapter 19.148 - Violations and Penalties

19.148.010. Unlawful Activities Designated as Misdemeanor—Penalty. (No changes)

19.148.020. Unlawful Activities Designated as Infraction—Penalty. (No changes)

19.148.030. Violations—Nuisance—Civil Remedies. (No changes)

19.148.040. Severability. (No changes)

19.148.050. Past Actions and Obligations Previously Incurred. (No changes)

Summary of Changes to Division 3 Single Family Residential Zones

This document serves as an errata sheet summarizing proposed updates and modifications to Division 3 (Single-Family Residential Zones) of the Title 19 Zoning of the Buena Park Municipal Code. The changes streamline text to align with current housing policies, remove redundancies, and add new provisions reflecting modern zoning practices. Key updates include adding Housing Incentive Overlays (HIOs), incorporating provisions for SB-9 urban dwellings and lot splits, incorporating objective design criteria, and bringing Sections up-to-date with current State Laws. It also outlines amendments for permitted uses, setbacks, accessory structures, building materials, architectural styles, and environmental effects, ensuring that the zoning code supports contemporary land use needs and community goals.

Chapter 19.304 Purpose and Description of Single-Family Residential Zones

19.304.010 Purpose and General Plan Consistency.

- Removed detailed goals and objectives that are already outlined in the General Plan.
- Streamlined the text to focus specifically on single-family housing, avoiding redundancy.

19.304.020 Description of Zones.

- No changes have been made to the existing descriptions for the single-family zones.
- Removed description for Mixed-Use Zones as this is not applicable to single-family zones.
- Added "PD" to Planned Development Zones.
- Added Housing Incentive Overlays (HIOs) Zones to reflect modernized zoning practices and to align with the City's current housing policies and future development goals.

19.304.030 Housing Incentive Overlay (HIO) Classification.

- New Section created to establish the framework for allowing higher-density housing as a primary use on designated overlay sites, supporting Housing Element implementation and RHNA compliance.
- Directs users to the adopted Housing Incentive Overlay (HIO) Objective Design and Development Standards for detailed guidelines on design and development applicable to these overlay zones.

19.304.040 Planned Unit Developments.

- New Section allowing Planned Unit Developments (PUDs) in single-family zones, mirroring existing language from Division 4 (Multi-Family Zones).

19.304.050 Interpretation of Uses Permitted.

- Section was moved from Section 19.312.070 to Section 19.304.050.

Chapter 19.308 Intensity of Use and Site Requirements

19.308.010 Residential Base Densities.

- No changes to existing single-family zones density requirements.
- Added text to enhance clarity regarding base density and opportunities for increasing density through bonuses.

19.308.020 Cluster Bonus. (No changes to Section 19.308.020)

19.308.030 Affordable Housing Bonus.

- Updated Section to remove lengthy and outdated provisions for State Density Bonus Law and adds language that adopts Government Code Sections 65915-65918 by reference.

19.308.040 Fractional Results. (No changes to Section 19.308.040)

19.308.050 Site Dimensions.

- No changes to existing site dimensions for single-family zones.

- Added a note to Table 19.308.050 that refers to Chapter 19.204 for parcels that do not conform to the minimum lot size requirements.

19.308.060 Two-Unit Developments and Urban Lot Splits (SB-9)

- New Section created for Urban Dwellings and Urban Lot Splits pursuant to SB-9.
- Section briefly summarizes Government Code Sections 65852.21 and 66411.7 and indicates that standards shall remain active as per SB-9 until State rescindment or extension.

Chapter 19.312 Uses

19.312.010 Uses Permitted.

- Removed "IC - Incidental or conditional use—automatically permitted as an incidental use, when the primary use is automatically permitted, or eligible for consideration as a primary use under the conditional use procedure". This symbol was not identified in the existing Uses Permitted Table.
- Added an "Additional Requirements" column to Table 19.312.010 to condense the lengthy provisions provided at the end of the existing permitted use table that refers to relevant Zoning Ordinance Sections and also to provide specific requirements applicable to certain uses.
- Added "Cottage Cluster, Employee Housing, Transitional/Supportive Housing, and Two-Unit Development" as permitted uses.
- Changed all Residential Accessory Uses to "Incidental Use", with the exception of some uses provided within the Planned Development Zone.
- Added "Non-Habitable Accessory Structure, Firepits and Fixed Freestanding Barbecues, and Game Courts (tennis, pickleball, basketball)" as Incidental Residential Accessory Uses.
- Added "Café/Coffee Shop" as an "Incidental Conditional Use" for Public Assembly uses.
- Added "Animal Keeping" as an "Incidental Use" for Agricultural Uses.

19.312.020 Parking Overlay Classification. (No changes to Section 19.312.020)

19.312.030 Agricultural Overlay Classification.

- Updated text to reflect the approved Zoning Text Amendment No. C-24-4 for Bee Keeping and Chicken Keeping.
- Section number was changed from 19.312.040 to 19.312.030.

19.312.040 Single-Family Residential Zone—Commercial Parties Prohibited.

- Section number was changed from 19.312.060 to 19.312.040.

Notes:

1. Section 19.312.050 (MU, Mixed-Use Overlay Zone) has been **removed.**
2. Section 19.312.070 (Interpretation of Uses Permitted) has been **moved** to Section 19.304.050.

Chapter 19.316 Development Standards—Building Form

19.316.010 Buildings Required. (No changes to Section 19.316.010)

19.316.020 Building Type. (No changes to Section 19.316.020)

19.316.030 Height of Structures.

- Section was moved from Section 19.312.090 to Section 19.316.030.
- No changes to the existing primary building height for single-family zones.
- Added height requirements for "Single-Family Cluster and Two-Unit Developments".
- Removed "Accessory building or structure" standards.
- Moved standards for "Antennae" to Section 19.316.050.

19.316.040 Building Coverage.

- No changes to existing building coverage requirements for single-family zones.
- Added a new Subsection that clarifies elements excluded from building coverage calculations for single-family residential lots.

19.316.050 Building Form.

- New Section introducing objective design and development standards for new construction within single-family zones.
- Moved standards for "Antennae" from Section 19.316.030 to this Section.
- Introduces objective design and development standards pertaining to the following:
    - Orientation to the street
    - New driveway decorative treatment
    - Front elevation massing
    - Window perimeter
    - Street fronting roofline
    - Garage location
    - Window placement and privacy
    - Flagpoles
    - Balconies
    - Other structures

19.316.060 Space between Buildings.

- No changes to the development standards.
- Added clarification to existing development standards.

19.316.070 Residential Building Floor Area.

- Section number was changed from 19.316.050 to 19.316.070.

19.316.080 Non-Habitable Accessory Structures.

- Section number was changed from 19.316.070 to 19.316.080 and added "Non-Habitable" to the Section title to provide clarification.
- Added specific examples to define non-habitable accessory structures, such as garages, patios, carports, etc.
- Added ministerial approval for site plans meeting development standards; maintains the same area limitations.
- Clarifies canopy regulations and provides a definition of canopy for clarity.

19.316.090 Residential Garages and Carports.

- Section number was changed from 19.316.060 to 19.316.090.
- No changes to the development standards.
- Added a note to Table 19.316.090 that requires home additions that increase the number of bedrooms shall require an additional on-site parking space for each bedroom added beyond four (4).

19.316.100 Building Materials.

- Added new development standards regulating building materials for façades with distinct guidelines for primary, secondary, and accent materials. Added a new Residential Material List table.

19.316.110 Architectural Styles.

- New Section introducing six (6) architectural styles for new construction.
- Directs users to the adopted Architectural Styles Objective Design Standards for detailed architectural styles design standards.

19.316.120 Home Expansions and Additions.

- New Section introducing development standards for home expansions and additions to single-family zones.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.316.010 Buildings Required. 19.316.020 Building Type. 19.316.030 Building Materials. 19.316.040 Building Coverage. 19.316.050 Residential Building Floor Area. 19.316.060 Residential Garages and Carports. 19.316.070 Accessory Structures. 19.316.080 Space between Buildings. 19.316.090 Height of Structures.	19.316.010 Buildings Required. 19.316.020 Building Type. 19.316.030 Height of Structures. 19.316.040 Building Coverage. 19.316.050 Building Form. 19.316.060 Space between Buildings. 19.316.070 Residential Building Floor Area. 19.316.080 Non-Habitable Accessory Structures. 19.316.090 Residential Garages and Carports. 19.316.100 Building Materials. 19.316.110 Architectural Styles. 19.316.120 Home Expansions and Additions.

Chapter 19.320 Development Standards—Yards and Related Encroachments

19.320.010 Setbacks.

- No changes to setback requirements, however, this Section consolidates the standards from Sections 19.320.020 – 19.320.060 into one (1) Section.
- Defines the measurement for side yard setbacks, however, no changes have been made to the side yard setbacks.
- Defines the measurement for rear yard setbacks, however, no changes have been made to the rear yard setbacks.
- Added illustrative graphic to define setbacks.

19.320.020 Encroachments and Projections.

- New Section that places all existing encroachment and projection requirements into one (1) cohesive table.

19.320.030 Pedestrian Access to Dwelling.

- Decreases the minimum width for a pedestrian walkway from seven (7) feet to three (3) feet for all single-family zones.
- Removed the eight (8) foot height requirement between the walls of any structure(s).

19.320.040 Future Rights-of-Way.

- Section number was changed from 19.320.010 to 19.320.040.

19.320.050 Right-of-Way Improvements.

- New Section introducing requirements for right-of-way improvements for all single-family zones.

19.320.060 Street Dedication and Improvement.

- Section was moved from 19.336.010 to 19.320.060.
- Added new requirements for street dedication and improvements for all single-family zones.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.320.010 Future Rights-of-Way.	19.320.010 Setbacks.
19.320.020 Front Yard.	19.320.020 Encroachments and Projections.
19.320.030 Side Yards.	19.320.030 Pedestrian Access to Dwelling.
19.320.040 Rear Yard.	19.320.040 Future Rights-of-Way.
19.320.050 Zero Side or Rear Yard.	19.320.050 Right-of-Way Improvements.
19.320.060 Zero Residential Side Yard.	19.320.060 Street Dedication and Improvement.
19.320.070 Pedestrian Access to Dwelling.	

2. Sections 19.320.020 – 19.320.060 have been consolidated into one (1) Section (19.320.010).

Chapter 19.324 Development Standards—Outdoor Improvements

19.324.010 Trash Storage Facilities. (No changes to Section 19.324.010)

19.324.020 Outdoor Storage and Display. (No changes to Section 19.324.020)

19.324.030 Firepits, Detached Fireplaces, and Fountains.

- New Section introducing development standards for Firepits, Detached Fireplaces, and Fountains in single-family zones.

19.324.040 Patio Covers, Gazebos, and Cabanas.

- New Section introducing development standards for Patio Covers, Gazebos, and Cabanas in single-family zones.

19.324.050 Swimming Pools and Spas.

- New Section introducing development standards for Swimming Pools and Spas in single-family zones.

Chapter 19.328 Development Standards—Fences, Walls, Hedges, and Berms

19.328.010 General Requirements.

- Removed the definition for "fence" from Section.
- Added building permit requirement.

19.328.020 Fence Height and Locations.

- Added a table to Section 19.328.020 to clearly illustrate the location of the fence, applicable design standards, and maximum height.

19.328.030 Fence Materials and Design.

- Added "Unfinished wood or metal are not permitted" to subsection A.
- Added "prohibited materials".

19.328.040 Double Fences. (No changes to Section 19.328.040)

Chapter 19.332 Development Standards—Landscaping

19.332.010 Landscape Provisions for Residential Uses.

- Added a new provision requiring compliance with the City of Buena Park's Water Efficient Landscape Ordinance to conserve regional water resources.
- Added requirements for artificial turf permitting and installation.
- Added a new subsection outlining criteria for protected tree removal and conditions under which the Community Development Director may approve removal.
- Increased the minimum landscaped yard requirement from 30% to 50% and specifies a maximum of 50% hardscape in the front yard.
- Introduces detailed standards for maintaining landscaped areas, including requirements to keep areas neat, irrigated, and free of weeds, debris, and dead vegetation.
- Requires new developments to plant a minimum of one (1) 15-gallon tree along the street frontage.

19.332.020 Landscape Provisions for Non-Residential Uses. (No changes to Section 19.332.020)

Chapter 19.336 Development Standards—Vehicular Provisions

19.336.010 Vehicular Provisions for Non-Residential Uses. (No changes to Section 19.336.020)

- Section number was changed from 19.336.020 to 19.336.010.

19.336.020 Vision Clearance.

- Added Figure C (Corner Lot Vision Clearance) for standard clarification.

19.336.030 Residential Driveway Standards.

- Added provisions for driveway width.
- Added provisions for vehicle storage in single-family zones.
- Added design standards for driveway ribbons.
- Added provisions for circular driveways.
- Added provisions for driveway circulation patterns.

19.336.040 Parking Spaces Required.

- Added requirement that off-street parking areas (covered and uncovered) must remain unobstructed and usable for vehicle parking, to ensure garages and driveways are functional and not repurposed without City approval.
- Added language tying the required number of parking spaces to the number of bedrooms, and requiring additional driveway spaces, to better align parking supply with residential demand and reduce on-street congestion.

19.336.050 Residential Parking Location.

- Section number was changed from 19.336.060 to 19.336.050.

19.336.060 Residential Parking Dimensions and Layout.

- Section number was changed from 19.336.070 to 19.336.060.

19.336.070 Residential Parking Improvements.

- Section number was changed from 19.336.080 to 19.336.070.
- Added provisions for paving.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.336.010 Street Dedication and Improvement.	19.336.010 Vehicular Provisions for Non-residential Uses.
19.336.020 Vehicular Provisions for Non-residential Uses.	19.336.020 Vision Clearance.
19.336.030 Vision Clearance.	19.336.030 Residential Driveway Standards.
19.336.040 Residential Driveway Standards.	19.336.040 Parking Spaces Required.
19.336.050 Parking Spaces Required.	19.336.050 Residential Parking Location.
19.336.060 Residential Parking Location.	19.336.060 Residential Parking Dimensions and Layout.
19.336.070 Residential Parking Dimensions and Layout.	19.336.070 Residential Parking Improvements.
19.336.080 Residential Parking Improvements.	

2. Section 19.336.010 (Street Dedication and Improvement) was moved to Section 19.320.060.

Chapter 19.340 Development Standards—Utilities and Mechanical Equipment

19.340.010 Undergrounding of Utilities. (No changes to Section 19.340.010)

19.340.020 Visual Screening of Mechanical Equipment.

- Added provisions for Electric Vehicle (EV) Charging Stations in single-family zones.
- Added additional screening requirements.

19.340.030 Communications Antennae Placement in Residential Zones. (No changes to Section 19.340.030)

19.340.040 Receive-only Television, Satellite Dish, and Radio Antennae Placement in Residential Zones. (No changes to Section 19.340.040)

Chapter 19.344 Development Standards—Environmental Effects

19.344.010 Noise Control.

- Updated Air Conditioning Equipment Decibel Rating to have a rating of no more than 60 dBA and comply with Chapter 8.28 of the City's noise standards.

19.344.020 Compliance with Airport Environs Land Use Plan for Orange County. (No changes to Section 19.344.020)

19.344.030 Lighting.

- Combined standards from subsection A and B into subsection A.

19.344.040 Maintenance and Operation. (No changes to Section 19.344.040)

Chapter 19.348 Special Requirements for Certain Uses

19.348.010 Accessory Dwelling Units and Junior Accessory Dwelling Units.

- Updated Section to incorporate Ordinance No. 1739.

19.348.020 Single-Family Cluster Housing.

- Added provisions for 80% affordable housing shall be approved ministerially.
- Added minimum and maximum densities for single-family cluster developments.
- Added development standards pertaining to site dimensions, floor area, building height, and setbacks for single-family cluster developments.

19.348.030 Home Occupations.

- Added provisions for home occupation limitations.

19.348.040 Yard Sales. (No changes to Section 19.348.040)

19.348.050 Animal Keeping.

- Updated text to reflect the approved Zoning Text Amendment No. C-24-4 for Bee Keeping and Chicken Keeping.

19.348.060 Agricultural Use. (No changes to Section 19.348.060)

19.348.070 Emergency Shelters.

- Updated development standards to reflect current changes to State Law.

19.348.080 Residential Short-Term Rentals.

- Added clarification for Short-Term Rental Eligibility.

19.348.090 Urban Lot Splits (SB-9).

- New Section introducing development standards for Urban Lot Splits in single-family zones.

19.348.100 Urban Dwellings/Two-Unit Developments (SB-9).

- New Section introducing development standards for Urban Dwellings/Two Unit Developments in single-family zones.

19.348.110 Cottage Cluster Developments.

- New Section introducing development standards for Cottage Cluster Developments in single-family zones.

Summary of Changes to Division 4 Multi Family Residential Zones

This document serves as an errata sheet summarizing proposed updates and modifications to Division 4 (Multi-Family Residential Zones) of the Title 19 Zoning of the Buena Park Municipal Code. The changes streamline text to align with current housing policies, remove redundancies, and add new provisions reflecting modern zoning practices. Key updates include adding Housing Incentive Overlays (HIOs), incorporating objective design criteria, and bringing Sections up-to-date with current State Laws. It also outlines amendments for permitted uses, setbacks, accessory structures, building materials, architectural styles, and environmental effects, ensuring that the zoning code supports contemporary land use needs and community goals.

Chapter 19.404 Purpose and Description of Single-Family Residential Zones

19.404.010 Purpose and General Plan Consistency.

- Removed detailed goals and objectives that are already outlined in the General Plan.
- Streamlined the text to focus specifically on multi-family housing, avoiding redundancy.

19.404.020 Description of Zones.

- No changes have been made to the existing descriptions for the multi-family zones.
- Added Housing Incentive Overlays (HIOs) Zones to reflect modernized zoning practices and to align with the City's current housing policies and future development goals.
- Added two (2) new mixed-use zones.

19.404.030 Housing Incentive Overlay (HIO) Classification.

- New Section created to establish the framework for allowing higher-density housing as a primary use on designated overlay sites, supporting Housing Element implementation and RHNA compliance.
- Directs users to the adopted Housing Incentive Overlay (HIO) Objective Design and Development Standards for detailed guidelines on design and development applicable to these overlay zones.

19.404.040 Planned Unit Developments.

- Section number was changed from 19.408.060 to 19.404.040.

19.404.050 Interpretation of Uses Permitted.

- Section was moved from Section 19.412.050 to Section 19.404.050.

Chapter 19.408 Intensity of Use and Site Requirements

19.408.010 Residential Densities.

- Section title was changed from “Residential Zone Densities with No Bonuses” to "Residential Densities”.
- No changes to existing multi-family zones density requirements.
- Added text to enhance clarity regarding base density and opportunities for increasing density through bonuses.

19.408.020 Lot Consolidation Bonus.

- Section title was changed from “Site Area Bonus-Multifamily Zones” to "Lot Consolidation” to be consistent with the General Plan.
- Added text to enhance clarity regarding opportunities for increasing density through bonuses.
- Removed the site area bonus formulas.

19.408.030 Affordable Housing Bonus.

- Updated Section to remove lengthy and outdated provisions for State Density Bonus Law and adds language that adopts Government Code Sections 65915-65918 by reference.

19.408.040 Fractional Results. (No changes to Section 19.408.040)

19.408.050 Site Dimensions.

- No changes to existing site dimensions for multi-family zones.
- Added notes to Table 19.408.050 that provides flexibility for smaller lots in the RM-20 zone by referencing Section 19.448.020, and exempted housing developments of 3–10 units in RM-10 and RM-20 zones from minimum lot size requirements per Government Code Section 65913.11, to facilitate infill housing and comply with state housing law.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.408.010 Residential Zone Densities with No Bonuses.	19.408.010 Residential Densities.
19.408.020 Site Area Bonus—Multifamily Zones.	19.408.020 Lot Consolidation Bonus.
19.408.030 Affordable Housing Bonus.	19.408.030 Affordable Housing Bonus.
19.408.040 Fractional Results.	19.408.040 Fractional Results.
19.408.050 Site Dimensions.	19.408.050 Site Dimensions.
19.408.060 Planned Unit Developments.	

2. Section 19.408.060 (Planned Unit Developments) has been **moved** to Section 19.404.040.

Chapter 19.412 Uses

19.412.010 Uses Permitted.

- Removed "IC - Incidental or conditional use—automatically permitted as an incidental use, when the primary use is automatically permitted, or eligible for consideration as a primary use under the conditional use procedure". This symbol was not identified in the existing Uses Permitted Table.
- Added an "Additional Requirements" column to Table 19.412.010 to condense the lengthy provisions provided at the end of the existing permitted use table that refers to relevant Zoning Ordinance Sections and also to provide specific requirements applicable to certain uses.
- Added "Cottage Cluster and Employee/Farmworker Housing" as permitted uses.
- Changed all Residential Accessory Uses to "Incidental Use", with the exception of some uses provided within the Planned Development Zone.
- Added "Non-Habitable Accessory Structure" as Incidental Residential Accessory Uses.
- Added additional provisions in the notes section of Table 19.412.010.

19.412.020 Multi-Family Residential Zone—Commercial Parties Prohibited.

- Section number was changed from 19.412.040 to Section 19.412.020.

Notes:

1. Section 19.412.030 (Mixed-Use Overlay Classification) has been **removed.**
2. Section 19.412.050 (Interpretation of Uses Permitted) has been **moved** to Section 19.404.050.

Chapter 19.416 Development Standards—Building Form

19.416.010 Buildings Required. (No changes to Section 19.416.010)

19.416.020 Building Type. (No changes to Section 19.416.020)

19.416.030 Height of Structures.

- Section was moved from Section 19.416.090 to Section 19.416.030.
- Added zone-specific height limits for RMH, RM-10, and RM-20 zones, clarifying standards and improving consistency across multi-family zoning districts.
- Section increased building height requirements.
- Allows up to 3 stories or 40 feet for buildings more than 50 feet from an RS zone, with discretionary allowance for greater height via conditional use permit, supporting increased housing capacity and flexibility.
- Establishes separate height standards for developments with tuck-under parking, permitting up to 4 stories or 45 feet with design criteria, to encourage structured parking and efficient land use.
- Moved standards for "Antennae" to Section 19.416.040.

19.416.040 Building Form.

- New Section introducing objective design and development standards for new construction within multi-family zones.
- Moved standards for "Antennae" from Section 19.416.030 to this Section.
- Introduces objective design and development standards pertaining to the following:
    - Building entries
    - Orientation to the street
    - Screening of parking areas
    - Massing breaks
    - Horizontal building stepbacks
    - Privacy considerations for adjacent single-family residential zones
    - Rooflines
    - Flagpoles
    - Balconies
    - Other structures

19.416.050 Space between Buildings.

- Added clarification to existing development standards.
- Reduces separation requirements between two main buildings with windows or doorways, and includes new privacy standards requiring staggered or screened windows to prevent direct line of sight—enhancing infill flexibility while protecting resident privacy.
- Added a provision for open space between two (2) or more buildings.
- Increased the permitted building projections from 2.5 feet to 3 feet.

19.416.060 Residential Building Floor Area.

- Added provisions for minimum bedroom size and common indoor living areas.
- Decreased the minimum gross floor area for zero-bedroom units from 550 sq. ft. to 400 sq. ft.
- Decreased the minimum gross floor area for one-bedroom units from 800 sq. ft. to 550 sq. ft.
- Decreased the minimum gross floor area for two-bedroom units from 950 sq. ft. to 700 sq. ft.
- Decreased the minimum gross floor area for three or more-bedroom units from 1050 sq. ft. to 850 sq. ft. plus 100 sq. ft. for each additional room.

19.416.070 Building Coverage.

- Increased the maximum building coverage from 40% to 45%.

19.416.080 Non-Habitable Accessory Structures.

- Added "Non-Habitable" to the Section title to provide clarification.
- Added specific examples to define non-habitable accessory structures, such as garages, patios, carports, etc.

- Added provisions for non-habitable accessory structures square footage and height.
- Clarifies canopy regulations and provides a definition of canopy for clarity.

19.416.090 Residential Garages and Carports.

- Updates the minimum width of garage/carport access openings for multifamily apartments from 9 feet to 8 feet per space, and from 18 feet to 16 feet for two combined spaces, providing greater design flexibility.
- Introduces a new regulation limiting the width of driveways, open parking, carports, and garages within front setbacks and along street frontages to no more than 25% of the linear street frontage (excluding underground or rear parking), supporting improved streetscape aesthetics.
- Adds new requirements for garage door recessing (minimum 4 inches) to enhance architectural relief, and mandates on-site accommodation of parking (residents, visitors, employees) to minimize neighborhood impacts and avoid vehicle stacking at access points.

19.416.100 Building Materials.

- Added new development standards regulating building materials for façades with distinct guidelines for primary, secondary, and accent materials. Added a new Residential Material List table.

19.416.110 Architectural Styles.

- New Section introducing six (6) architectural styles for new construction.
- Directs users to the adopted Architectural Styles Objective Design Standards for detailed architectural styles design standards.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.416.010 Buildings Required.	19.416.010 Buildings Required.
19.416.020 Building Type.	19.416.020 Building Type.
19.416.030 Building Materials.	19.416.030 Height of Structures.
19.416.040 Building Coverage.	19.416.040 Building Form.
19.416.050 Residential Building Floor Area.	19.416.050 Space between Buildings.
19.416.060 Residential Garages and Carports.	19.416.060 Residential Building Floor Area.
19.416.070 Accessory Structures for Single-Family Dwelling.	19.416.070 Building Coverage.
19.416.080 Space between Buildings.	19.416.080 Non-Habitable Accessory Structures.
19.416.090 Height of Structures.	19.416.090 Residential Garages and Carports.
	19.416.100 Building Materials.
	19.416.110 Architectural Styles.

Chapter 19.420 Development Standards—Yards and Related Encroachments

19.420.010 Setbacks.

- Section consolidates standards from Sections 19.420.050 – 19.420.070.
- Decreases the minimum front yard setback from 15 feet to 10 feet.
- Decreases the minimum side yard (abutting a street) from 15 feet to 10 feet.

19.420.020 Yard Encroachments.

- New Section that places all existing encroachment and projection requirements into one (1) cohesive Section.

19.420.030 Required Open Space.

- New Section that introduces development standards for required open space per unit.

19.420.040 Common Usable Open Space.

- New Section that introduces objective design standards for common open space areas.

19.420.050 Recreational Amenities.

- New Section that introduces objective design standards for recreational amenities.

19.420.060 Private Open Spaces.

- New Section that provides provisions for private open space areas.

19.420.070 Courts.

- Added language that redefines *court* to allow buildings with up to 16 attached/stacked units surrounding a *shared courtyard* on 3 sides only.
- Added language that clarifies access requirements and new design articulation standards.
- Removes the 30'x40' rectangular dimension in favor of access, function, and building design standards.

19.420.080 Rooftop Decks.

- New Section that introduces development standards for rooftop decks.

19.420.090 Pedestrian Access to Dwelling.

- Eliminates the requirement for a 7-foot-wide, 8-foot-high clear passageway and **replaces** it with a requirement for pedestrian walkways connecting parking areas to building entrances and public sidewalks, marked with special paving, stamping, or coloring.
- Added a landscape buffer provision.

19.420.100 Future Rights-of-Way.

- Section number was changed from 19.420.040 to 19.420.100.

19.420.110 Right-of-Way Improvements.

- New Section introducing requirements for right-of-way improvements for all multi-family zones.

Notes:

1. The Chapter outline has been modified as follows:

Original Chapter Outline:	Revised Chapter Outline:
19.420.010 Open Areas.	19.420.010 Setbacks.
19.420.020 Common Usable Open Area.	19.420.020 Yard Encroachments.
19.420.030 Private Open Area.	19.420.030 Required Open Space.
19.420.040 Future Rights-of-Way.	19.420.040 Common Usable Open Space.
19.420.050 Front Yard.	19.420.050 Recreational Amenities.
19.420.060 Side Yard, Abutting a Street.	19.420.060 Private Open Spaces.
19.420.070 Rear and Side Yard, Not Abutting a Street.	19.420.070 Courts.
19.420.080 Zero Side or Rear Yard.	19.420.080 Rooftop Decks.
19.420.090 Zero Residential Side Yard.	19.420.090 Pedestrian Access to Dwelling.
19.420.100 Courts.	19.420.100 Future Rights-of-Way.
19.420.110 Pedestrian Access to Dwellings.	19.420.110 Right-of-Way Improvements.
19.420.120 Entrances to Multifamily Dwellings.	

2. Sections 19.420.080, 19.420.090, and 19.420.120 have been **deleted**.

Chapter 19.424 Development Standards—Outdoor Improvements

19.424.010 Trash Storage Facilities.

- Added development standards (design, curbing, bin separation, location, screening, etc.) for multi-family trash enclosures.

19.424.020 Outdoor Storage and Display.

- Prohibits outdoor storage of materials, equipment, or other items.

19.424.030 Firepits, Detached Fireplaces, and Fountains.

- New Section introducing development standards for Firepits, Detached Fireplaces, and Fountains in multi-family zones.

19.424.040 Patio Covers, Gazebos, and Cabanas.

- New Section introducing development standards for Patio Covers, Gazebos, and Cabanas in multi-family zones.

19.424.050 Swimming Pools and Spas.

- New Section introducing development standards for Swimming Pools and Spas in multi-family zones.

Chapter 19.428 Development Standards—Fences, Walls, Hedges, and Berms

19.428.010 General Requirements.

- Removed the definition for "fence" from Section.
- Added building permit requirement.

19.428.020 Fence Height and Locations.

- Added "Locations" to the Section title. No changes to the existing standards.

19.428.030 Fence Materials and Design.

- Added provisions for perimeter walls/visual interest and trash collection and storage area screening.

19.428.040 Required Fences in Multi-family Residential Zones. (No changes to Section 19.428.040)

19.428.050 Double Fences.

- Added a provision that ensures that when two fences are built with a 3-foot gap between them, the materials and height of the fences must allow visibility into the corridor for safety and maintenance purposes. Additionally, the ground between the fences must be hardscaped (e.g., concrete) to prevent vegetation overgrowth, making the area easier to maintain and reducing potential hiding places or fire hazards.

19.428.060 Security Gate Standards. (No changes to Section 19.428.060)

Chapter 19.432 Development Standards—Landscaping

19.432.010 Where required.

- Added a minimum landscaping requirement of 20% of the total site area, excluding setbacks, corner landscaping, and pedestrian pathways (Section B).
- Added a requirement that all landscaping must comply with the City's Water Efficient Landscape Ordinance (Section E).
- Added detailed parking lot landscaping standards, including planter area per space, shade tree coverage, and a three-tiered planting system (Section F.3).
- Added new standards for plant selection, including a minimum of 75% drought-tolerant species and guidelines for turf and synthetic turf use (Sections G and H).
- Added allowance and limitations for non-plant materials (e.g., mulch, stone) and a mulch requirement to prevent bare soil exposure (Sections I and J).

19.432.020 Plan Approval Required.

- Added requirement for landscape and irrigation plans for newly established landscaped areas of 500 square feet or more, or 2,500 square feet of rehabilitated landscaped areas, to be prepared/certified by a licensed or certified professional.
- Added minimum plant size standards including: trees (15-gallon, with 25% at 24-inch box), shrubs and vines (5-gallon, 15-gallon for screening, minimum 3-foot planter width), groundcover (1-gallon), and street tree spacing (one per 25–35 linear feet).

19.432.030 Landscape and Maintenance.

- Added specific maintenance requirements including pruning, weeding, litter removal, fertilizing, plant replacement, and appropriate watering.
- Added design concepts such as specimen trees, plantings for shade and wall articulation, flowering vines, and screening of unsightly elements.
- Removed requirements for drought-tolerant plant predominance, plant grouping by water needs, mulch application, lawn installation and maintenance standards, and conditions for use of rocks/gravel as ground cover.

19.432.040 Irrigation System and Maintenance.

- Added requirements for all irrigation systems to comply with the Water Efficient Landscape Ordinance and for backflow devices to be painted green and screened by landscaping.
- Added irrigation design requirements including protection of sprinkler heads and risers from car bumpers and use of "pop-up" heads near curbs and sidewalks.
- Removed the exemption for single-family uses from the requirement to install a permanent underground irrigation system.

Chapter 19.436 Development Standards—Vehicular Provisions

19.436.010 Street Dedication and Improvement. (No changes to Section 19.426.010)

19.436.020 Vehicular Provisions for Non-Residential Uses. (No changes to Section 19.436.020)

19.436.030 Vision Clearance.

- Added Figure C (Corner Lot Vision Clearance) for standard clarification.
- Added landscaping provisions for permitted encroachments.

19.436.040 Residential Driveway Standards.

- Added provisions for driveway curvature, corner lots, surface parking, residential garages, interior dimensions, parking structures, tandem parking, and visitor parking.

19.436.050 Parking Spaces Required.

- Added provisions for Condominium, Townhomes, cooperative apartment, community apartment and multi-family apartments in RM-10 Zone and RM-20 Zones.
- Added provisions for AB 2097 and Government Code Section 65863.2.

19.436.060 Residential Parking Location. (No changes to Section 19.436.060)

19.436.070 Residential Parking Dimensions and Layout.

- Added provisions for tandem parking in garages and private lots.
- Added provisions for developments adjacent to RS zones.
- Decreased the stall width for angle and tandem parking.
- Decreased the stall length for angle, parallel, and tandem parking.
- Decreased the aisle width for one way (90 degrees) for angled parking.

19.436.080 Residential Parking Improvements.

- Added provisions for parking area lighting.

Chapter 19.440 Development Standards—Utilities and Mechanical Equipment

19.440.010 Undergrounding of Utilities. (No changes to Section 19.440.010)

19.440.020 Visual Screening of Mechanical Equipment.

- Added design/materials provisions for screening of mechanical equipment.

19.440.030 Communications Antennae Placement in Residential Zones. (No changes to Section 19.440.030)

19.440.040 Receive-only Television, Satellite Dish, and Radio Antennae Placement in Residential Zones.

- Added screening provisions.

19.440.050 EV Charging Stations.

- Added a new Section that introduces provisions for EV charging stations.

Chapter 19.444 Development Standards—Environmental Effects

19.444.010 Noise Control. (No changes to Section 19.444.010)

19.444.020 Compliance with Airport Environs Land Use Plan for Orange County.

- Added a provision for compliance with ALUC.

19.444.030 Lighting. (No changes to Section 19.444.030)

19.444.040 Maintenance and Operation. (No changes to Section 19.444.040)

Chapter 19.348 Special Requirements for Certain Uses

19.448.010 Mobilehome Parks.

- Section number was changed from 19.448.020 to Section 19.448.010.

19.448.020 Multifamily Development on RM-20 Lots with Non-Conforming Lot Width and/or Lot Area.

- Added provisions for site plan review.

19.448.030 Residential Condominiums, Townhomes, Stock Cooperatives, and Community Apartments.

- Added provisions for internal circulation, attached units, roof form, and affordability.

19.448.040 Single-Family Cluster Housing.

- Removed provisions for single-family cluster housing.
- Added a statement that references the applicable Section in Division 3.

19.448.050 Cottage Cluster Developments.

- New Section that references the applicable Section in Division 3.

19.448.060 Home Occupations. (No changes to Section 19.448.060)

19.448.070 Yard Sales. (No changes to Section 19.448.070)

19.448.080 Animal Keeping. (No changes to Section 19.448.080)

19.448.090 Emergency Shelters.

- Updated development standards to reflect current changes to State Law.

19.448.100 Floor Area Ratio for Multi-Family and Mixed-Use Developments (SB 478)

- Updated provisions to reflect current changes to State Law.

19.448.110 Group Homes.

- New Section that introduces State Law provisions for group homes.

19.348.120 Accessory Dwelling Units and Junior Accessory Dwelling Units.

- Refers to Division 3.

Notes:

1. Section 19.448.010 (Development Incentives for Affordable Rental Housing) has been **deleted**.

June 24, 2025
PUBLIC HEARING
Item No. 6C.

City Council Agenda Report

APPEAL OF THE PLANNING COMMISSION DECISION TO TERMINATE A NON-CONFORMING MOTEL USE AT 7891 WHITAKER STREET

PREPARED BY	PRESENTED BY
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Conduct a noticed public hearing; and, 2) After concluding the hearing and considering evidence presented, (a) adopt a Resolution denying the appeal and determine that the Coral Motel is a nonconforming use of the property located at 7891 Whitaker Street, direct the termination of that nonconforming use, and declare that the motel and continued operation of the use at the property is a public nuisance; or (b) make alternative findings or provide alternative direction.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The approximately 1.05-acre property is located on the north side of Whitaker Street east of Auto Center Drive. The property has a General Plan Land Use designation of Commercial and a zoning classification of ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overlay-60. The property is currently developed with a 47-room motel (The Coral Motel) that was originally built in the early 1950s.

On October 1, 2024, Code Enforcement and the County of Orange Health Department were called to conduct an inspection of the Coral Motel based on complaints received about cockroaches. The result of that inspection found over a hundred individual violations of state and local building, fire, and health and safety codes existing on the property. Every room that was inspected by the City and County was found to have multiple violations including imminent and ongoing health and safety risks to guests and employees of the motel. Further, interviews with motel guests by City staff found that many had been staying at the motel for more than 30 consecutive days, which is a violation of Section 19.552.110 of the Buena Park Municipal Code ("BPMC"). Lastly, a review of Police Department calls for service found that there have been over 1,200 calls for service at this property over the last 10 years.

The significant repairs and improvements that are necessary to address the physical condition of the structures and building code violations will require permits issued by the Building Department; which may only be issued to the property if/when the land use is otherwise compliant with the Zoning Code. (BPMC § 19.140.070 [any permits issued in violation of the Zoning Code are null and void].)

The motel property is located within Sub-District A2 which is situated on the north side of Auto Center Drive, between Beach Boulevard and Stanton Avenue and includes properties on the west side of Homewood Avenue and the east side of Beach Boulevard, south of Seventh Street, as well as several properties that are accessed from Whitaker Street. Land uses in Sub-District A2 include the Coral Motel, the Travel Lodge, BBUL restaurant, four commercial/industrial buildings fronting Beach Boulevard, older retail buildings located on the north side of Whitaker, an auto stereo sales and installation business, and a tire sales and installation shop. This Sub-District also includes several properties used for residential on Homewood Avenue.

The ACSP was adopted by the City Council on April 7, 1997, with the intent of maintaining and enhancing the development of auto dealers and complementary auto-related uses along Auto Center Drive adjacent to the I-5 corridor. As applied to the subject property, the ASCP allows new vehicle sales as a permitted "by right" land use, and a limited range of complementary commercial uses are permissible but only with a conditional use permit issued by the City through a public hearing process. Examples of conditionally permitted uses in the sub-district include a full-service hotel, motel, restaurants, and auto-service related businesses.

The Coral Motel existed long before the City Council's adoption of the ACSP, and was in fact originally constructed before the City's incorporation in 1953 via permits approved by the County of Orange. However, with adoption of the ACSP in 1997 the Coral Motel was rendered a "non-conforming use" of real property. A non-conforming use means a use of property, which was lawfully established but which no longer conforms to the provisions of the General Plan, a Specific Plan, or the Zoning Code due to changes in such provisions over time. As noted above, the ACSP only allows a full-service hotel, motel use with a conditional use permit, and the Coral Motel has never applied for or been issued a conditional use permit. This makes the Coral Motel a "non-conforming use" of land governed by Chapter 19.204 of the Buena Park Municipal Code (Nonconforming Uses and Sites).

Specifically, Section 19.204.180 states that any non-conforming land use, which is eligible for a conditional use permit, is considered a non-conforming land use unless and until such conditional use permit is granted. Further, Section 19.204.130 and corresponding Table 19.204.100, requires that nonresidential buildings of the Coral Motel's construction type must be removed or made conforming in all respects within 25 years from the date the building was constructed, or January 19, 1954, whichever is later. This specified time period is known as an "amortization period," and the purpose is to provide property owners time to realize their financial investment in a non-conforming use (*i.e.* depreciate the capital improvements over a reasonable period of time), and give property owners adequate notice and time to either take action needed to make the use conforming, or remove and terminate the use.

The Coral Motel is a wood frame (Type V) construction type that is governed by the 25-year amortization period set forth in Table 19.204.100. According to the provisions of Section 19.204.180, this 25-year amortization period for the Coral Motel began to run as of January 19, 1954 (the date the City first adopted the General Plan). Moreover, even if the amortization period is calculated from the date the ACSP by adopted by the City Council on April 7, 1997, the 25-year period expired in 2022. Despite this, the Coral Motel has continued operating without applying for the required conditional use permit or making any effort to make the property a conforming land use.

On March 12, 2025, the Planning Commission initiated proceedings to schedule a public hearing to consider whether to terminate the Coral Motel as a non-conforming use, pursuant to Section 19.132.020 of the Buena Park Municipal Code, and make corresponding findings that continued operation constitutes a public nuisance. Notice of this action was provided in the manner required by the Buena Park Municipal Code. On April 23, 2025, the Planning Commission held a noticed public hearing and voted unanimously (5-0) to adopt a Resolution terminating the non-conforming motel use and declaring the continued operation of the motel to be a public nuisance. The decision by the Planning Commission to terminate the Coral Motel as a non-conforming use was based on the significant passage of time since the Coral Motel was built, far exceeding the amortization period; the deteriorated condition of the motel, which is in violation of numerous building, fire, and health and safety codes that threaten the health and safety of occupants and nearby residents/businesses; and the calls for service generated from the site evidencing a lack of oversight and management.

On May 8, 2025, legal counsel representing the property owner filed an appeal of the Planning Commission action. Within the appeal, legal counsel representing the property owner cited the following as grounds for its appeal:

1. The City gathered evidence by way of an unconstitutional warrantless and non-consensual inspection of the motel.

Staff's Response: The City and Orange County Health Department notified the property in writing of the date on which the inspection was to occur. Upon arrival, the City and County inspectors met with the property manager (Vishva Patel) and Maintenance Manager (Ruben Falgunni), who authorized the inspection and accompanied the code officers and county inspectors.

1. The Termination of the non-conforming motel use violates the Fifth Amendment Takings Clause.

Staff's Response: Buena Park Municipal Code Section 19.204 allows for non-conforming uses to remain for specified periods of time based on their construction type. The termination of a lawful non-conforming use via amortization is not a "taking" under the Fifth Amendment. Instead, it is considered a legitimate exercise of the government's police power to regulate land use in the interest of public health, safety, and welfare. The 25-year amortization period, which has been far exceeded in this instance, is more than sufficient time for the property owner to recoup their investment. (*See, e.g. Livingstone Rock & Gravel Co. v. Los Angeles County* (1954) 43 Cal.2d 121.)

2. The Motel is not in violation of any local or state laws that were referenced in the order.

Staff's Response: Per the Notice of Violation provided in the Attachments and as stated in the Planning Commission meeting, the motel has more than 100 violations of health, building, fire and zoning laws. These violations include, but are not limited to:

- Water damage and wood rot in multiple locations on the roof and roof supports.
- Evidence of mold, cockroaches and water damage inside multiple rooms.
- Unpermitted work, including electrical and plumbing which does not meet minimum Building Code requirements.
- Damaged and deteriorated walls, flooring and ceilings as a result of water intrusion, rot and neglect.

In addition to the violations referenced above and in the Notice of Violation on April 21, 2025, an appeal hearing was held with an independent hearing officer regarding Administrative Citations that had been issued to the property because of continued non-compliance. The hearing officer concluded:

1. That the Violations listed in the Notice of Violation have existed on the Subject Property.

2. Notices of Violation and Administrative Citations have not achieved compliance.

3. Administrative Citations BP10521 BS BNP10522 are upheld.

Pursuant to Buena Park Municipal Code Section 19.120, an appeal of the Planning Commission determination is referred to the City Council for final action. The appeal hearing is heard *de novo* meaning that the City Council's decision is based on its independent findings based on the facts, reports, and testimony provided during the appeal hearing. As set forth more fully in the draft Resolution presented for the City Council's consideration, staff has determined that the evidence supports a finding that the Coral Motel is a nonconforming use and a public nuisance because:

- The Motel is in a deteriorated (and deteriorating) condition and the property owner has failed to appropriately maintain or operate the Motel, as evidenced by the hundreds of code violations currently existing and the calls for service generated by the Property. The owner of the Motel and Property has made little to no effort or investment to bring the Property into compliance with the ACSP or BPZC, as evidenced by the failure to apply for a conditional use permit since the effective date of the BPZC and the general deteriorating condition of the Motel and Property.
- The 25-year amortization period established by the Zoning Code for bringing the Motel and property into zoning compliance has expired.
- The continued operation and existence of the Motel undermines, conflicts with, and contradicts the goals, objectives, policies, public benefits, and stated purposes for which the ACSP was adopted

Based on the City presentation as well as information provided in this report and exhibits, staff recommends that the City Council deny the appeal application and uphold the determination by the Planning Commission terminating the nonconforming motel use at 7891 Whitaker Street and declare the ongoing operation of the motel to be public nuisance.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

Attachment 1 - Resolution to Deny Appeal of Planning Commission Action to Terminate a Non-Conforming Use_7891 Whitaker Street.pdf

Attachment 2 - Planning Commission Agenda Packet Materials_April 23, 2025.pdf

Attachment 3 - 7891 Whitaker Notice of Violation_10-17-2024.pdf

Attachment 4 - Hearing Officer Findings - CE24-2047.pdf

Attachment 5 - Police Department Calls for Service_7891 Whitaker.pdf

RESOLUTION NO.
APPEAL OF THE PLANNING COMMISSION ACTION TO TERMINATE A NONCONFORMING USE AT 7891 WHITAKER STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DENYING AN APPEAL OF THE PLANNING COMMISSION DEICION AND TERMINATING A NONCONFORMING LAND USE PRIVILEGE (OPERATION OF A MOTEL IN THE AUTO CENTER SPECIFIC PLAN) AT 7891 WHITAKER STREET, CITY OF BUENA PARK, AND DECLARING CONTINUED EXISTENCE OF THE NON-COMFORMING USE TO BE A PUBLIC NUISANCE

A. Recitals.

(i) The property located at 7891 Whitaker Street, City of Buena Park, California (the Property"), consists of 1.05-acres and is improved with a 47-unit motel known as the "Coral Motel" (the "Motel"), which was built in the early 1950's with approvals issued by the County of Orange, and before the City's incorporation in 1953.

(ii) On April 7, 1997, the City Council for the City of Buena Park adopted the Buena Park Auto Center Specific Plan ("ACSP"), the stated purpose of which is to maintain and enhance the development of auto dealers and complementary commercial land uses along Auto Center Drive adjacent to the I-5 corridor. Section 19.504.020.C.2 of the Buena Park Municipal Code ("BPMC") incorporates the ACSP into the Buena Park Zoning Code (Title 19 of the BPMC, the "BPZC").

(iii) The Property is located with Sub-District A2 of the ACSP, which restricts permitted uses of the Property to "Public Services" (flood control channel and facilities, utility corridor) and "Vehicle Sales" (new sales / lease of autos or trucks not exceeding three tons gross weight unladed), and allows the following "Commercial Uses" of the Property if a conditional use permit has first been issued: full-service hotel, motel; restaurant (may include drive-in, drive-through or walk-up service; entertainment; on-sale liquor; a parking lot; a parking structure; new motorcycle and trailer sales / leases; and vehicle related sales, service, and repair.

(iv) The Motel has never applied for or been issued a conditional use permit as required by the ACSP, and as a result the Motel is a "nonconforming use" of the Property subject to the provisions of Chapter 19.204 of the BPZC governing nonconforming uses and sites. Section 19.204.100 and Table 19.204.100 of the BPZC direct that any nonresidential buildings, structures, or facilities that are of Type II, II-V, IV, or V construction and are designed for nonconforming uses must be removed or made conforming in all respects 25 years after the date of construction or January 19, 1954, whichever is later.

(v) The Motel is of a wood frame (Type V) construction and was originally built more than seventy (70) years ago, and the Motel has continued to operate as a nonconforming use for more than twenty-eight (28) years after the effective

date of the ACSP, and the Motel has not been removed, a conditional use permit has not been applied for or issued for the Motel, and no efforts been made to bring the Motel into conformance with the ACSP or BPZC.

(vi) On October 1, 2024, City Code Enforcement accompanied the County of Orange Health Department to conduct an inspection of the Motel in response to complaints from guests about cockroaches. This inspection identified over a hundred individual violations of California and local building, fire, and health and safety codes, and every room inspected was found to have multiple and signification violations of application codes creating imminent and ongoing health and safety risks to guests, employees, and neighbors. This prompted a review calls for service records maintained by the City's Police Department, which revealed 1,237 calls for service to the Property over the last 10-years, including calls for disturbing the peace, spousal abuse, drugs, vandalism, battery, grand theft and assault among others.

(vii) On March 12, 2025, after providing notice to the owner of the Property in the manner specified by Section 19.132.020.B. of the BPZC, the Planning Commission initiated proceedings and scheduled a future public hearing pursuant to Section 19.132.020.C. of the BPZC to hear evidence and consider whether to terminate the Motel as a nonconforming use and/or declare the continued use of the Property for the Motel to be a public nuisance.

(viii) On April 23, 2025, after providing notice to the owner of the Property in the manner specified by Section 19.132.020.C. of the BPZC, the Planning Commission conducted the duly noticed public hearing and considered all written and oral comments, testimony, documentation, and other matters and evidence submitted during the public hearing on this matter, and after concluding said public hearing and based upon all such evidence submitted the Planning Commission adopted a Resolution finding, determining, and ordering in relevant part that: The Motel is an illegal nonconforming use of the Property; the Motel is in a deteriorated condition and in need of significant repairs to remedy building code violations; continued operate and existence of the Motel undermines and contradicts the goals and polices intended to be achieved through the ACSP; that balancing the public interest against the owner's vested property rights shows that it is necessary and appropriate to terminate the use; and that continued operation of the Motel is a public nuisance.

(ix) On May 8, 2025 legal counsel representing the property owner filed an appeal of the Planning Commission action pursuant to Section 19.132.020.F. of the BPZC, and pursuant to Section 19.120.010.C., any decision of the Planning Commission is appealable to the City Council for final action.

(x) On June 24, 2025, after providing notice to the owner of the Property and public, the City Council conducted the duly noticed public hearing and considered all written and oral comments, testimony, documentation, and other matters and evidence submitted during the public hearing on this matter, and after concluding said public hearing and based upon all such evidence submitted the City Council hereby adopts this Resolution and makes the findings and determinations set forth herein.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, hereby finds, determines and resolves as follows:

1. After consideration and based upon written and oral comments, testimony, documentation, and other matters and evidence in the record and submitted during the public hearing on this matter, the City Council hereby finds and declares that the foregoing facts and findings set forth in the Recitals, Part A, of this Resolution, are true and correct, and said Recitals are incorporated as a substantive part of this Resolution.

2. Based upon such Recitals and all such evidence presented and included in the record, the City Council hereby finds, declares, and determines as follows:

   (a) The Motel is an illegal non-conforming use of the Property, in that the Motel is not a land use that is permitted by the ACSP and yet it has continued operating on the Property beyond the time period permitted by Section 19.204.100 and Table 19.204.100 of the BPZC, and the Motel has not been removed from the Property nor has the Property been brought into conformity with applicable provisions of the ACSP and BPZC.

   (b) The Motel is in a deteriorated (and deteriorating) condition and the property owner has failed to appropriately maintain or operate the Motel, as evidenced by the hundreds of code violations currently existing and the calls for service generated by the Property. The owner of the Motel and Property has made little to no effort or investment to bring the Property into compliance with the ACSP or BPZC, as evidenced by the failure to apply for a conditional use permit since the effective date of the BPZC and the general deteriorating condition of the Motel and Property.

   (c) The continued operation and existence of the Motel undermines, conflicts with, and contradicts the goals, objectives, policies, public benefits, and stated purposes for which the ACSP was adopted, including but not limited to the following:

      (i) Introduction: Encouraging appropriate land uses is vital to maintaining and improving the economic health of the community, as Buena Park is a fully developed city with very little vacant land remaining suitable for development. The ACSP is intended to facilitate consolidation and development of parcels in the plan area for additional auto dealerships.

      (ii) Introduction: Preserve and enhance the existing commercial areas and, where appropriate, expand commercial opportunities to serve the needs of residents and visitors.

      (iii) Introduction: Continued expansion of the City's economic base relies upon an expansion of existing uses and the ability to encourage appropriate new uses and attracting quality land uses in the Specific

Plan area, through new development, consolidation, and other measures is vital to maintaining and improving the economic health of the community.

(iv) Introduction: Continue to promote and expand auto dealerships and supporting commercial activities.

(v) Goal 1 – Objective (a) and (c): Create a unified Auto Center; Establish the cooperation and coordination of the participants in the development and operation of the Auto Center commercial area; Protect and enhance the natural, social, and physical attributes of the development area so as not to detrimentally affect adjacent existing developments.

(vi) Goal 2 – Objective (a): Promote an economic balance and well-being of the Auto Center Specific Plan through complimentary commercial uses and employment opportunities; Establish a regional automobile shopping center with ancillary and coordinated commercial sales and services.

(vii) Goal 4 – Objective: Create a viable and organized retail opportunity at Beach Boulevard between Auto Center Drive and Seventh Street; Assist property owners utilizing the available zoning to support the creation of quality business along Beach Boulevard.

(viii) Policy 1: Architecture and design of dealerships, developments, and streetscapes shall provide an attractive environment to pedestrians and motorists while providing a visual and acoustical buffering between the Specific Plan area and adjacent developed areas.

(ix) Policy 3: Buildings, landscaping, and site improvements shall be linked to comprise a unified motif throughout the Specific Plan area. Aesthetically pleasing entrances to the Specific Plan area shall be established through the implementation of a consistent design statement and development standards that are compatible with areas surrounding the Specific Plan area.

(x) Policy 6: Ancillary uses shall be integrated into the plan provided that such facilities support the design, efficiency, and feasibility of the overall Specific Plan.

(xi) Policy 7 - High standards of development shall be applied to realize the unique potential of the area, to attract desirable commercial establishments, and to provide a desirable environment for surrounding residents.

(d) After balancing the public interest advanced by terminating the use and the vested interests of the owner of the Property to continue operating the use, and based upon the entire record before it, the City Council concludes that termination of the Motel as a non-conforming use is necessary and appropriate and accordingly denies the appeal of the Planning

Commission's decision and directs and orders that the Motel be terminated as a nonconforming use.

(e) That the Motel, and continued use of the Property for operating the Motel, is hereby found and determined to be an unlawful and illegal use of the Property and a public nuisance, and that such unlawful and nuisance conditions will continue to exist unless and until the Motel is removed or the Property is made confirming in all respects to the ACSP and BPZC.

3. The City Council hereby finds and determines that this action and Resolution is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).The General Rule exemption can be applied to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action by the City Council to deny the Appeal of the Planning Commission action to terminate the non-conforming use does not have the potential to have a significant effect on the environment. Any future changes to the use of the property or structures will be reviewed separately for compliance with CEQA.

4. The City Council's decision is final and judicial review thereof is governed by and may be had pursuant to Section 1094.5 of the California Code of Civil Procedure, only if the petition for writ of mandate pursuant to such section is filed not later than the 90th day following the date of this Resolution.

5. The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately.

PASSED AND ADOPTED this 24th day of June 2025 by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAINED: COUNCILMEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

City of Buena Park

Planning Commission Agenda Report

A. TERMINATION OF NONCONFORMING USE

A request for the Planning Commission, pursuant to Buena Park Municipal Code Section 19.132.020, regarding the March 12, 2025, Planning Commission meeting to consider termination of a non-conforming motel (Coral Motel) use at 7891 Whitaker Street.

The property owners are Balubhai G. Patel and Sardabenb Patel, 243 N. Rampart Boulevard, Los Angeles, CA 90026.

The proposed action is Categorically Exempt, pursuant to Section 15061(b)(3). The General Rule exemption can be applied to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

RECOMMENDED ACTION: To terminate the nonconforming motel use operating on the property and declare the continued operation of the motel to be a public nuisance pursuant to Buena Park Municipal Code Section 19.148.030.

Meeting	Agenda Group
Wednesday, April 23, 2025, 6:30 PM	PUBLIC HEARING Item: 4A.

Prepared By
Matt Foulkes, Director of Community and Economic Development

PROPERTY INFORMATION:

The approximately 1.05-acre property is located on the north side of Whitaker Street east of Auto Center Drive. The property has a General Plan Land Use designation of Commercial and a zoning classification of ACSP (Auto Center Specific Plan) A-2 Sub-District with a Mixed-Use Overlay - 60. The property is currently developed with a 47-room motel (The Coral Motel) that was originally built in the early 1950's.

SURROUNDING LAND USE CHARACTERISTICS:

	GENERAL PLAN	ZONING	EXISTING LAND USE
North	Low-Density Residential	RS-6 (One-Family Residential)	Single-Family homes
South	Commercial	ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overaly - 60	Hotel (Travel Lodge)
East	Commercial	ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overaly - 60	Commercial Use
West	Commercial	ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overaly - 60	Commercial Use

DISCUSSION:

On October 1, 2024, Code Enforcement and the County of Orange Health Department were called to conduct an inspection of the Coral Motel based on complaints from motel guests about cockroaches. The result of that inspection found over a hundred individual violations of state and local building, fire, and health and safety codes existing on the property. Every room that was inspected by the City and County was found to have multiple violations including imminent and ongoing health and safety risks to guests and employees of the motel.

Further, interviews with motel guests by City staff found that many had been staying at the motel for more than 30 consecutive days, which is a violation of Section 19.552.110 of the Buena Park Municipal Code ("BPMC"). Lastly, a review of Police Department calls for service found that there have been over 1,200 calls for service at this property over the last 10-years. Calls for service include multiple disturbing the peace, spousal abuse, drugs, vandalism, battery, grand theft and assault.

The significant repairs and improvements that are necessary to address the physical condition of the structures and building code violations will require permits issued by the Building Department; which may only be issued to the property if/when the land use is otherwise compliant with the Zoning Code. (BPMC § 19.140.070 [any permits issued in violation of the Zoning Code are null and void].)

The motel property is located within the Auto Center Specific Plan ("ACSP") – Sub-District A2. Sub-District A2 is situated on the north side of Auto Center Drive, between Beach Boulevard and Stanton Avenue, includes properties on the west side of Homewood Avenue and the east side of Beach Boulevard, south of Seventh Street, as well as several properties that are accessed from Whitaker Street. Land uses in Sub-District A2 include the Coral Motel, the Travel Lodge, BBUL restaurant, four commercial-retail buildings fronting Beach Boulevard, older retail structures located on the north side of Whitaker, an auto stereo sales and installation business and a tire sales and installation shop. It also includes several properties used for residential purposes on Homewood Avenue.

The ACSP was adopted by the Buena Park City Council on April 7, 1997, with the intent of maintaining and enhancing the development of auto dealers and complementary auto-related uses along Auto Center Drive adjacent to the I-5 corridor. As applied to the subject property, the ASCP allows new vehicle sales as a permitted "by right" land use, and a limited range of complementary commercial uses are permissible but only with a conditional use permit issued by the City. Examples of conditionally permitted uses in the sub-district include a full-service hotel, motel, restaurants, and auto-service related businesses.

The Coral Motel existed long before the City Council's adoption of the ACSP in 1997, and was originally built before the City's incorporation in 1953 via permits approved by the County of Orange. However, with adoption of the ACSP the Coral Motel was rendered a "nonconforming use" of real property. A non-conforming use means a use of property which was lawfully established but which no longer conforms to the provisions of the General Plan, a Specific Plan, or the Zoning Code due to changes in such provisions over time. As noted above, the ACSP only allows a full-service hotel, motel use with a conditional use permit, and the Coral Motel has never applied for, nor been issued a conditional use permit. This makes the Coral Motel a "nonconforming use" of land which are governed by Chapter 19.204 of the Buena Park Municipal Code (Nonconforming Uses and Sites).

Specifically, Section 19.204.180 states that any nonconforming land use which is eligible for a conditional use permit is considered a nonconforming land use unless and until such conditional use permit is granted. Further, Section 19.204.130 and corresponding Table 19.204.100, requires that nonresidential buildings of this construction type must be removed or made conforming in all respects within 25 years from the date the building was constructed, or January 19, 1954, whichever is later. This specified time period is known as an "amortization period," and the purpose is to provide property owners time to realize their financial investment in a nonconforming use (*i.e.* depreciate the capital improvements over a reasonable period of time), and give property owners adequate notice and time to either take action needed to make the use conforming, or remove and terminate the use.

The Coral Motel is a wood frame (Type V) construction type that is governed by the 25-year amortization period set forth in Table 19.204.100, and according to Section 19.204.180 this time period began to run as of January 19, 1954 (the date the City first adopted the General Plan). The nonconforming status of the Motel was reconfirmed upon adoption of the ACSP by the City Council on April 7, 1997 which also required a conditional use permit for a motel use. Even using the 1997 date (ACSP adoption), the 25-year time period expired in 2022. Despite this, The Coral Motel has continued operating without applying for a conditional use permit or making any effort to make the property a conforming land use.

On March 12, 2025, the Planning Commission initiated proceedings to schedule a public hearing to consider whether to terminate the Coral Motel as a nonconforming use, pursuant to Section 19.132.020 of the Buena Park Municipal Code, and make corresponding findings that continued operation constitutes a public nuisance. Notice of this action was provided in the manner required by the Buena Park Municipal Code.

Staff recommends that the Planning Commission conduct the public hearing, consider all evidence presented by the property owner, owner's representatives, and members of the public, and take appropriate action based on that evidence.

In deciding whether to terminate the Coral Motel as a nonconforming use, the Planning Commission must balance the public interest and the vested interests of the owners of the Coral Motel. Based on the significant passage of time since the Coral Motel was built, far exceeding the amortization period; the deteriorated condition of the motel which is in violation of numerous building, fire, and health and safety codes that threaten the health and safety of occupants and nearby residents / businesses; and the frequent calls for service generated from the site evidencing a lack of oversight and management, staff has determined that this balancing test weights in favor of terminating the Coral Motel as a nonconforming use.

If the Planning Commission decides to terminate the use, staff recommends that it also find that continued operation of the Coral Motel constitutes a public nuisance consistent with Section 19.148.030, which specifies that any action that violates the Buena Park Zoning Code is a public nuisance.

ENVIRONMENTAL ASSESSMENT:

In accordance with the California Environmental Quality Act (CEQA), the City has determined that the proposed project is Categorically Exempt, pursuant to Section 15061(b)(3). The General Rule exemption can be applied to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action by the Planning Commission to terminate the nonconforming use does not have the potential to have a significant effect on the environment. Any future changes to the use of the property or structure will be reviewed separately for compliance with CEQA.

PUBLIC HEARING NOTICE:

Notice of the public hearing was posted at the Buena Park City Hall, the Buena Park Library, and Ehlers Event Center and notices were mailed to property owners located within 300-feet of the subject property on April 10, 2025. Notice of the public hearing was posted in the Buena Park Independent on April 11, 2025. As of the date of printing this report, the City has received one (1) written communication regarding the proposed action.

Reviewed and Approved By: Matt Foulkes, Director of Community and Economic Development Department

Attachments

Attachment 1 - Resolution to Terminate a Non-Conforming Use_7891 Whitaker Street.pdf

Attachment 2 - 7891 Whitaker Notice to Inspect.pdf

Attachment 3 - OC Health Inspection Report_10-1-2024.pdf

Attachment 4 - 7891 Whitaker Notice of Violation_10-17-2024.pdf

Attachment 5 - ACSP.pdf

Attachment 6 - Public Hearing Notice.pdf

RESOLUTION NO.
TERMINATION OF A NONCONFORMING PRIVILEGE

A RESOLUTION OF THE PLANNING COMMISSION OF BUENA PARK, CALIFORNIA, TERMINATING A NONCONFORMING LAND USE PRIVILEGE (OPERATION OF A MOTEL IN THE AUTO CENTER SPECIFIC PLAN) AT 7891 WHITAKER STREET, CITY OF BUENA PARK (APN: 277-052-27) PURSUANT TO SECTION 19.132.020 OF THE BUENA PARK MUNICIPAL CODE, AND DECLARING CONTINUED EXISTENCE OF THE NONCOMFORMING USE TO BE A PUBLIC NUISANCE

A. Recitals.

(i) The property located at 7891 Whitaker Street, City of Buena Park, California (the Property"), consists of 1.05-acres and is improved with a 47-unit motel known as the "Coral Motel" (the "Motel"), which was built in the early 1950's with approvals issued by the County of Orange, and before the City's incorporation in 1953.

(ii) On April 7, 1997, the City Council for the City of Buena Park adopted the Buena Park Auto Center Specific Plan ("ACSP"), the stated purpose of which is to maintain and enhance the development of auto dealers and complementary commercial land uses along Auto Center Drive adjacent to the I-5 corridor. Section 19.504.020.C.2 of the Buena Park Municipal Code ("BPMC") incorporates the ACSP into the Buena Park Zoning Code (Title 19 of the BPMC, the "BPZC").

(iii) The Property is located with Sub-District A2 of the ACSP, which restricts permitted uses of the Property to "Public Services" (flood control channel and facilities, utility corridor) and "Vehicle Sales" (new sales / lease of autos or trucks not exceeding three tons gross weight unladed), and allows the following "Commercial Uses" of the Property if a conditional use permit has first been issued: full-service hotel, motel; restaurant (may include drive-in, drive-through or walk-up service; entertainment; on-sale liquor; a parking lot; a parking structure; new motorcycle and trailer sales / leases; and vehicle related sales, service, and repair.

(iv) The Motel has never applied for or been issued a conditional use permit as required by the ACSP, and as a result the Motel is a "nonconforming use" of the Property subject to the provisions of Chapter 19.204 of the BPZC governing nonconforming uses and sites. Section 19.204.100 and Table 19.204.100 of the BPZC direct that any nonresidential buildings, structures, or facilities that are of Type II, II-V, IV, or V construction and are designed for nonconforming uses must be removed or made conforming in all respects 25 years after the date of construction or January 19, 1954, whichever is later.

(v) The Motel is of a wood frame (Type V) construction and was originally built more than seventy (70) years ago, and the Motel has continued to operate as

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a nonconforming use for more than twenty-eight (28) years after the effective date of the ACSP, and the Motel has not been removed, a conditional use permit has not been applied for or issued for the Motel, and no efforts been made to bring the Motel into conformance with the ACSP or BPZC.

(vi) On October 1, 2024, City Code Enforcement accompanied the County of Orange Health Department to conduct an inspection of the Motel in response to complaints from guests about cockroaches. This inspection identified over a hundred individual violations of California and local building, fire, and health and safety codes, and every room inspected was found to have multiple and signification violations of application codes creating imminent and ongoing health and safety risks to guests, employees, and neighbors. This prompted a review calls for service records maintained by the City's Police Department, which revealed 1,237 calls for service to the Property over the last 10-years, including calls for disturbing the peace, spousal abuse, drugs, vandalism, battery, grand theft and assault among others.

(vii) On March 12, 2025, after providing notice to the owner of the Property in the manner specified by Section 19.132.020.B. of the BPZC, the Planning Commission initiated proceedings and scheduled a future public hearing pursuant to Section 19.132.020.C. of the BPZC to hear evidence and consider whether to terminate the Motel as a nonconforming use and/or declare the continued use of the Property for the Motel to be a public nuisance.

(viii) On April 23, 2025, after providing notice to the owner of the Property in the manner specified by Section 19.132.020.C. of the BPZC, the Planning Commission conducted the duly noticed public hearing and considered all written and oral comments, testimony, documentation, and other matters and evidence submitted during the public hearing on this matter, and after concluding said public hearing and based upon all such evidence submitted the Planning Commission hereby adopts this Resolution.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, hereby finds, determines and resolves as follows:

1. After consideration and based upon written and oral comments, testimony, documentation, and other matters and evidence in the record and submitted during the public hearing on this matter, the Planning Commission hereby finds and declares that the foregoing facts and findings set forth in the Recitals, Part A, of this Resolution, are true and correct, and said Recitals are incorporated as a substantive part of this Resolution.

2. Based upon such Recitals and all such evidence presented and included in the record, the Planning Commission hereby finds, declares, and determines as follows:

   (a) The Motel is an illegal nonconforming use of the Property, in that the Motel is not a land use that is permitted by the ACSP and yet it has continued operating on the Property beyond the time period permitted by Section

19.204.100 and Table 19.204.100 of the BPZC, and the Motel has not been removed from the Property nor has the Property been brought into conformity with applicable provisions of the ACSP and BPZC.

(b) The Motel is in a deteriorated (and deteriorating) condition and the property owner has failed to appropriately maintain or operate the Motel, as evidenced by the hundreds of code violations currently existing and the calls for service generated by the Property. The owner of the Motel and Property has made little to no effort or investment to bring the Property into compliance with the ACSP or BPZC, as evidenced by the failure to apply for a conditional use permit in the 28 yeas since the effective date of the BPZC and the general deteriorating condition of the Motel and Property.

(c) The continued operation and existence of the Motel undermines, conflicts with, and contradicts the goals, objectives, policies, public benefits, and stated purposes for which the ACSP was adopted, including but not limited to the following:

(i) Introduction: Encouraging appropriate land uses is vital to maintaining and improving the economic health of the community, as Buena Park is a fully developed city with very little vacant land remaining suitable for development. The ACSP is intended to facilitate consolidation and development of parcels in the plan area for additional auto dealerships.

(ii) Introduction: Preserve and enhance the existing commercial areas and, where appropriate, expand commercial opportunities to serve the needs of residents and visitors.

(iii) Introduction: Continued expansion of the City's economic base relies upon an expansion of existing uses and the ability to encourage appropriate new uses and attracting quality land uses in the Specific Plan area, through new development, consolidation, and other measures is vital to maintaining and improving the economic health of the community.

(iv) Introduction: Continue to promote and expand auto dealerships and supporting commercial activities.

(v) Goal 1 – Objective (a) and (c): Create a unified Auto Center; Establish the cooperation and coordination of the participants in the development and operation of the Auto Center commercial area; Protect and enhance the natural, social, and physical attributes of the development area so as not to detrimentally affect adjacent existing developments.

(vi) Goal 2 – Objective (a): Promote an economic balance and well-being of the Auto Center Specific Plan through complimentary commercial uses and employment opportunities; Establish a regional automobile shopping center with ancillary and coordinated commercial sales and services.

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(vii) Goal 4 – Objective: Create a viable and organized retail opportunity at Beach Boulevard between Auto Center Drive and Seventh Street; Assist property owners utilizing the available zoning to support the creation of quality business along Beach Boulevard.

(viii) Policy 1: Architecture and design of dealerships, developments, and streetscapes shall provide an attractive environment to pedestrians and motorists while providing a visual and acoustical buffering between the Specific Plan area and adjacent developed areas.

(ix) Policy 3: Buildings, landscaping, and site improvements shall be linked to comprise a unified motif throughout the Specific Plan area. Aesthetically pleasing entrances to the Specific Plan area shall be established through the implementation of a consistent design statement and development standards that are compatible with areas surrounding the Specific Plan area.

(x) Policy 6: Ancillary uses shall be integrated into the plan provided that such facilities support the design, efficiency, and feasibility of the overall Specific Plan.

(xi) Policy 7 - High standards of development shall be applied to realize the unique potential of the area, to attract desirable commercial establishments, and to provide a desirable environment for surrounding residents.

(d) After balancing the public interest advanced by terminating the use and the vested interests of the owner of the Property to continue operating the use, and based upon the entire record before it, the Planning Commission concludes that termination of the Motel as a nonconforming use is necessary and appropriate.

(e) That the Motel, and continued use of the Property for operating the Motel, is hereby found and determined to be an unlawful and illegal use of the Property and a public nuisance, and that such unlawful and nuisance conditions will continue to exist unless and until the Motel is removed or the Property is made confirming in all respects to the ACSP and BPZC.

3. The Planning Commission hereby finds and determines that this action and Resolution is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3). The General Rule exemption can be applied to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action by the Planning Commission to terminate the nonconforming use does not have the potential to have a significant effect on the environment. Any future changes to the use of the property or structures will be reviewed separately for compliance with CEQA.

4. This decision of the Planning Commission to terminate a nonconformity use is final unless a written appeal is submitted to the City Council in accordance with

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Chapter 19.120 of the BPZC within ten (10) working days from the date of this Resolution.

5. The Planning Commission Secretary shall certify to the adoption of this Resolution.

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PASSED AND ADOPTED this 23rd day of April 2025 by the following called vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

ABSTAINED: COMMISSIONER:

_____

Deborah Diep
Chair

ATTEST:

_____

Harald Luna
Acting Planning Manager

DRAFT

City of BUENA PARK

COMMUNITY DEVELOPMENT DEPARTMENT

September 25, 2024

Patel Balubhai Gopal
255 S. Reno St.
Los Angeles, CA 90057

SUBJECT: NEIGHBORHOOD IMPROVEMENT PROGRAM PRE-INSPECTION NOTICE AT 7891 Whitaker St., (Coral Motel) BUENA PARK, CA

Dear Mr. Patel:

The Neighborhood Improvement Program Task Force conducts inspections of the hotels/motels citywide, and your facility is scheduled for a comprehensive interior and exterior code compliance inspection to coincide with the OC Health Care Agency's follow-up inspection on **October 1, 2024, between 10:00 a.m. and 10:30 a.m.**

The Neighborhood Improvement Program Task Force is a joint effort including representatives from the Buena Park Code Enforcement Division, Building and Safety Division, Police Department, Orange County Fire Authority, and the Orange County Health Department. The inspection is intended to identify and correct any life safety hazard issues, Planning Division conditions of approval, and building safety/maintenance issues as well as room serviceability and aesthetics as defined in Title 15 and Title 19 of the Buena Park Municipal Code.

To complete the inspection process and bring this matter to a successful closure, it will be necessary for you or a representative to be present to accompany the inspection team. In addition, please notify your guests of the inspection in advance.

Your cooperation is greatly appreciated on this matter. Please contact me at (714) 562-3627 if additional information is necessary regarding this matter.

Sincerely,

Ernestine Zapien
Code Enforcement Officer

EZ: sd

Public Health Services
Environmental Health Division

INSPECTION REPORT

ESTABLISHMENT NAME CORAL MOTEL	ESTABLISHMENT ADDRESS 7891 Whitaker St Buena Park CA ,90621-2950	
IDENTIFIER CORAL MOTEL	OWNER BALU PATEL	
ESTABLISHMENT TYPE HOTEL/MOTEL		RECORD ID PR0019597
MAILING ADDRESS 7891 Whitaker St Buena Park CA, 90621-2950	SERVICE Reinspection	RESULT REINSPECTION
	INSPECTION DATE 10/01/2024	REINSPECTION DATE 10/22/2024

Items noted below were observed during the course of this inspection. Any violations noted observed must be corrected. Failure to correct the listed violation(s) prior to the designated compliance date may necessitate a reinspection at an additional fee.

10. MAINTAIN FREE OF COCKROACHES, MICE, RODENTS, FLIES, OR BED BUGS. - OUT

Inspector Comments: 1. Observed cockroach activity in the following locations:

Laundry Room
- multiple egg casings and peppering on shelving
- multiple egg casings on the floor behind the water heater
- multiple egg casings on the floor by the mop sink

Room 102
- multiple dead cockroaches on the shower floor
- multiple dead cockroaches on the restroom floor
- multiple egg casings and spotting on the bathroom wall shelving
- dead cockroach on the floor in the restroom doorway
- 1 live cockroach below the kitchen sink cabinet
- multiple dead cockroaches on the floor in the side room
- dead cockroach in the cabinet below the bathroom sink cabinet

Note: The manager immediately killed the live cockroach.

Room 124
- 1 dead cockroach on floor by the bathroom entrance

Room 125
- multiple dead cockroaches on the floor below the mattress
- 1 large dead cockroach on the kitchen floor
- dead cockroach on the floor by the table in the bedroom area
- dead cockroach on the shower floor

Room 126
- dead cockroach on the floor behind the bed
- dead cockroach on kitchen floor
- dead cockroaches in the kitchen and bathroom cabinets

Room 128
- multiple dead cockroaches below kitchen sink
- dead cockroach on the floor below the bed
- dead cockroach on the floor of the closet
- dead cockroach on the floor in between the oven and the fridge
- dead cockroach on the floor of the bathroom

The manager immediately removed and sanitized the area affected by the singular dead cockroach in room 124. Room 124 may be returned to service.

The rooms listed above may not be reopened until the cockroach activity has been verified to be eliminated by a representative of this Agency (with

Public Health Services
Environmental Health Division

INSPECTION REPORT

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Eliminate the infestation/activity of cockroaches from the facility by using only approved methods. Remove all evidence of the infestation and thoroughly clean and sanitize all affected surfaces. Construct, equip, maintain and operate the facility so as to prevent the entrance and harborage of animals, birds and vermin including, but not limited to, rodents and insects.

2. Observed gaps and holes in the following locations included but not limited to:

Room 102
- hole in wall behind the kitchen stove/oven

Room 126
- hole in the wall between the mattress and the door

Room 128
- gaps/holes in the wall below the kitchen sink

Seal all gaps and holes greater than 1/4 inch in the rooms noted above to eliminate potential vermin harborage sites.

Violation Description: A DWELLING UNIT AND PREMISES IS TO BE MAINTAINED FREE OF COCKROACHES, MICE, RODENTS, FLIES, OR BED BUGS. (1001.2; 17920.3)

12. ROOMS CLEANED BETWEEN GUEST USE INCLUDING LINENS, TOWELS, AND BEDDING. - OUT

Inspector Comments: Observed stains/burn marks on the sheets in room 128. Clean to remove any stains/residues from all linens, towels, and bedding.

Violation Description: ALL GUESTROOM OR SUITE OF ROOMS ARE TO BE CLEANED BETWEEN GUEST USE. THE CLEANING IS TO INCLUDE LINENS, TOWELS, AND BEDDING. (118425-118440)

15. INSTALLED AND MAINTAIN FREE OF ELECTRICAL HAZARDS (EXPOSED WIRING, IMPROPER CONNECTIONS). - OUT

Inspector Comments: Observed the outlet cover to be missing at the wall outlet located behind the bed in room 124. Provide an outlet cover.

Violation Description: ANY BUILDING OR PORTION THEREOF INCLUDING ANY DWELLING UNIT, GUESTROOM OR SUITE OF ROOMS, OR THE PREMISES IS TO BE MAINTAINED FREE OF ELECTRICAL HAZARDS. ALL ELECTRICAL EQUIPMENT, WIRING AND APPLIANCES SHALL BE INSTALLED AND MAINTAINED IN A SAFE MANNER IN ACCORDANCE WITH ALL APPLICABLE LAWS. ALL ELECTRICAL EQUIPMENT SHALL BE OF AN APPROVED TYPE. (701.2, 1001.5; 17920.3)

Public Health Services
Environmental Health Division

INSPECTION REPORT

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The purpose of this visit was to conduct a reinspection which was also related to a complaint (CO#161333).

This inspection was conducted jointly with Buena Park Code Enforcement, Buena Park Police Department, and W. Ocampo-Choy, REHS.

The most recent pest control receipt was provided and dated 09/26/24, however, rooms #102, 124, 125, 126, and 128 were not listed.

Water measuring at least 120F was observed in room 128 and a smoke detector was provided in room 124. Additionally, the previously noted repairs were made to the ceiling and wall in room 102.

Currently, a reinspection is scheduled for 10/22/24 to verify the correction of the violations listed on this report.

Public Health Services
Environmental Health Division

INSPECTION REPORT

ESTABLISHMENT NAME	INSPECTION DATE
CORAL MOTEL	10/01/2024
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It was agreed that a copy of this report will be sent to the e-mail address provided. The person in charge was directed to call this office if the report is not received within 2 business days. Additional information can be found at http://www.ochealthinfo.com/eh

Name: R. Garcia

Title: Property Manager

Signing for the receipt of the above report is not an admission of the facts of the violation set forth herein.

REINSPECTION FEES: Fees are assessed for second or greater re-inspections and Notices of Violations. The purpose of these fees is to shift costs away from compliant operators and impose fees on those facilities that fail to readily comply with the applicable laws and regulations. The amount of the fee is to cover all of the cost associated with the service. For the most current fees, please refer to http://ochealthinfo.com/eh/home/fees or call(714) 433-6000.

Inspector:

S Ballardo

Environmental Health Specialist I

(714) 388-4233

sballardo@ochca.com

City of BUENA PARK

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Neighborhood Improvement / Code Enforcement Division

October 17, 2024

Balubhai Gopal Patel
Vishva Patel
243 N. Rampart Blvd.
Los Angeles, CA 90026

Subject: Notice of Violation for 7891 Whitaker St., Buena Park – Coral Motel

Dear Ms. Patel:

As you know, the Neighborhood Improvement Task Force along with the Orange County Health Department, conducted an inspection at the subject property on October 3, 2024. As a result of this inspection, numerous violations were found throughout the property which must be addressed immediately. Please note that the City was unable to inspect rooms: 116, 117, 127, 129, 136, 141, 142, and 146. Please ensure that these rooms are made available for inspection when the City reinspects the property.

Exterior:

1. Maintain the landscape free of overgrown vegetation from all planters, the side yard, and rear yard.
2. Remove graffiti along the planters, exterior fire extinguisher covers, vending machine, and walls.
3. Remove the outdoor storage at the rear of the motel consisting of furniture, trash, and other miscellaneous items.
4. All locations throughout the property where there is chipped, cracked or peeling paint must be repaired and repainted.
5. Repair all areas of deteriorated wood throughout the structures. Should repair of damaged wood require replacement of a structural support member, obtain a building permit prior to removal/replacement.
6. Obtain a roofing permit to remove the existing non-compliant roofing material, repair the dry rot, termite damage, and other structural deficiencies, and replace the roofing material with a compliant material and installation.
7. Obtain a building permit to repair or replace the termite and dry rot damaged structural posts throughout the property.
8. All references to damaged windows throughout the property that cannot be repaired, will require a building permit to be replaced.
9. Remove the inoperative vehicles in the parking lot:
    a. Black sedan, no front license plate (rear plate blocked by bicycles).
    b. White Ford Truck, license #59871G2.
10. Repair the hole in the wall by the office.
11. Replace the missing fire extinguisher covers by rooms #103 and #142.

12. Repair the exposed wood from under open patio and remove the dark stains.
13. Remove the bee infestation above the front office roofline.
14. Obtain approvals/permits for damage to Maintenance Room that was struck by a vehicle.
15. Obtain the services of a licensed plumbing or mechanical contractor to verify the existing wall heaters in the units are functional. For all units with inoperative or removed wall heaters, propose a method of compliance and obtain a building permit to rectify the deficiencies.

Room 101:

1. **Immediately replace the missing smoke detector.**
2. **Immediately exterminate the cockroach infestation.**
3. Replace the missing bathroom window screen.
4. Replace broken occupancy sensor light in the kitchen.
5. Remove the storage in front of the wall heater.
6. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 102:

1. Replace the missing ceiling light cover.
2. Replace the missing bathroom window screen.
3. Obtain an electrical permit to repair the GFCI outlet in the bathroom that was painted over.
4. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 103:

1. **Immediately replace the missing smoke detector.**
2. Remove the storage in front of the wall heater.
3. Replace #0 on the door that is missing to identify the room number.
4. Obtain a building permit to repair the ceiling that has evidence of water intrusion from the roof.
5. Replace the missing kitchen and bathroom window screens.
6. Remove all appliances that are plugged in with power strips that have the potential to overload outlet.
7. Repair the leak under the kitchen sink.
8. Repair the faulty door frame and locking mechanism.
9. Repair the bathroom leak from the shower (per room occupant).
10. Replace the missing ceiling light cover.
11. Replace the cracked floor tile.
12. Repair the windows that do not close tightly (per room occupant).
13. Replace the missing electrical outlet and light switch covers.
14. Obtain a mechanical permit to replace the broken exhaust fan in the restroom (per room occupant).

Room 104:

1. **Immediately replace the missing smoke detector.**
2. **Immediately exterminate the cockroach infestation.**
3. Obtain a building permit to repair the deteriorated ceiling damaged by water intrusion and repaint.

4. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC unit that was patched.
5. Obtain an electrical permit to install a receptacle to serve the wall AC unit and remove the extension cord currently powering the unit.
6. Replace the cracked kitchen countertop.
7. Repair the damaged kitchen cabinets and paint.
8. Paint the walls throughout the room where they were patched.
9. Replace the cracked window in the bathroom.
10. Replace the missing window screens.
11. Obtain an electrical permit to replace the damaged GFCI receptacle in the bathroom.
12. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 105:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Remove the stains/mildew from the walls and ceilings, and bathroom tile.
3. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC that was patched.
4. Replace the damaged window screen frame in the bathroom.
5. Obtain a building permit to repair the deteriorated kitchen wall and under cabinet area showing evidence of water intrusion from the shower.
6. Replace the cracked mirror in the bathroom.
7. Obtain an electrical permit to install a receptacle to serve the wall AC unit and remove the extension cord powering the unit.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 106:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Replace missing wall outlet cover.
3. Obtain a building permit to repair the damaged ceiling with evidence of water intrusion
4. Repair and repaint the damaged/peeling paint in the kitchen.
5. Replace the #6 on the door that is missing to identify the room number.
6. Paint the bathroom where there is peeling paint.
7. Remove the stains from the shower tile.
8. Repair the deteriorated wall in the shower enclosure.
9. Repair the loose shower door.
10. Replace the cracked floor tile.
11. Replace the rusted shower handles.
12. Replace missing ceiling light covers.
13. Obtain a building permit to properly install the wall mounted AC unit.
14. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit and remove the unpermitted surface mounted electrical conduit installed to power the AC unit.

Room 107:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the cracked floor tile.
4. Remove the standing water in the kitchen from unknown potential leak.

5. Remove the stains from the ceiling, bathroom and kitchen walls.
6. Obtain a building permit to properly install the wall mounted AC unit.
7. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit and remove the unpermitted surface mounted electrical conduit installed to power the AC unit.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 108:

1. Repair the hole in the ceiling.
2. Repair the damaged kitchen cabinets.
3. Repair deteriorated wall in the shower enclosure.

Room 109:

1. **Immediately replace the inoperative smoke detector.**
2. Paint the bedroom door and door molding where there is peeling paint.
3. Remove the stains from the bathroom ceiling and walls.
4. Repair the damaged bedroom door.
5. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 110:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Obtain an electrical permit to properly install additional receptacles to remove numerous items plugged into power strip on the wall, creating a fire hazard.
4. Remove the stains from the tile, walls, and bathroom shower.
5. Replace the deteriorated bathroom vanity.

Room 111:

1. Obtain a building permit to repair the water damage and covered hole in the wall in the living room adjacent to the rear and sides of the shower.
2. Obtain a building permit to repair the water damage around the shower in the restroom.
3. Replace the missing ceiling light cover in the bathroom.
4. Remove the stains from the walls in the bathroom.
5. Obtain a building and electrical permit to replace the damaged service panel and relocate it outside of the restroom.
6. Remove the graffiti from the wall.
7. Replace the damaged windowpane in the bathroom.
8. Replace the faulty shower fixture.

Room 112:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the covering over the ceiling vent in the bathroom (per room occupant this vent was covered to reduce insect infestation).
4. Remove the stains from the shower.

Room 113:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the cracked floor tile in the bathroom.
4. Repair the deteriorated wall in the bathroom.
5. Remove the stains from the ceiling and walls.
6. Replace the missing ceiling light cover.
7. Remove storage in front of wall heater.
8. Obtain an electrical permit to properly install the light switch by the front door and terminate or land the exposed wiring.
9. Obtain a building permit to properly install the wall mounted AC unit.
10. Obtain a building permit to repair the water damage around the shower and address the sheet metal installed on the wall adjacent to the toilet.
11. Immediately cease the use of a substandard room for sleeping quarters.

Room 114:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the stains on the ceiling.
4. Obtain a building permit to properly install the wall mounted AC unit and repair the deteriorated wall around the AC.
5. Obtain an electrical permit to properly install the receptacle serving the AC unit.
6. Replace the damaged bathroom vanity.
7. Replace the cracked bathroom tile over the sink.
8. Remove the graffiti on the closet wall.
9. Obtain a building permit to repair the water damage along the bathroom wall and ceiling adjacent to the shower.
10. Repair the hole in the bathroom door.
11. Remove the dark stains along the shower and wall.
12. Repair the damaged front door frame and locking mechanism.
13. Replace the missing window screens.
14. Replace the missing ceiling light cover.

Room 115:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the damaged window screen frame and missing screens.
4. Obtain an electrical permit to properly replace the missing light switch in the bathroom and secure the exposed wiring.
5. Obtain a building permit to repair the deteriorated ceiling showing evidence of water intrusion.
6. Replace the missing bathroom window handle.
7. Replace the missing ceiling light cover.
8. Paint the ceiling and walls where there is peeling paint.
9. Repair the damaged front door frame and locking mechanism.
10. Obtain a plumbing permit to install a proper shower drain and cover.

Room 118:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**

2. **Immediately replace the inoperative smoke detector.**
3. Remove the cardboard from the bathroom window that blocks ventilation. (Per guest, to protect from insects).
4. Remove the stains on the ceiling, walls, and vent.
5. Obtain a building and electrical permit to relocate the subpanel existing in the restroom.

Room 119:

1. **Immediately replace the inoperative smoke detector.**
2. Remove the graffiti on the wall.
3. Replace the cracked toilet lid.
4. Repair the deteriorated walls and ceiling in the bathroom and remove stains.
6. Remove the dark stains on the walls (from possible water intrusion from Unit 118).
7. Replace damaged bathroom vanity.
8. Obtain a building permit to properly patch damaged and previously patched sections of drywall.

Room 120:

1. **Immediately replace the missing smoke detector.**
2. Obtain a building permit to repair the deteriorated walls around the window and the bathroom ceiling showing evidence of water intrusion.
3. Replace the cracked outlet plate cover.
4. Paint the walls where there is peeling paint.

Room 121:

1. **Immediately replace the missing smoke detector.**
2. Remove the stains from the ceiling.
3. Obtain a building permit to properly install the wall mounted AC unit, repair the water damage adjacent and paint the wall around the A/C that was patched.
4. Paint the walls where there is peeling paint.
5. Repair the deteriorated wall in the closet area and by the bathroom.
6. Replace the missing ceiling light cover.
7. Repair the deteriorated wall around the bathroom window.
8. Replace the broken windowpane.
9. Obtain a building permit to install a proper shower drain and cover.
10. Replace the faulty showerhead.
11. Replace the toilet seat that does not fit.
12. Repair the damaged front door frame and locking mechanism.
13. Obtain a building permit to repair the water damaged ceiling adjacent to the entry and in the closet at the backside of the shower.
14. Obtain a building permit to properly patch the holes in the wall adjacent to the restroom.

Room 122:

1. **Immediately replace the missing smoke detector.**
2. Obtain a building permit to repair the damaged ceiling and wall at the entry to the unit and throughout the unit due to possible water intrusion. Remove stains from the ceiling by the front door and the bathroom.
3. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the A/C that was patched.
4. Replace the missing ceiling light cover and faulty overhead electrical light fixture.
5. Repair the damaged front door frame and locking mechanism.

6. Remove the graffiti from the wall heater.
7. Replace the missing ceiling light cover in bathroom.

Room 123:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the missing window screens.
4. Remove the graffiti from the wall.
5. Replace the missing ceiling light covers.
6. Replace the missing AC cover.
7. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit.
8. Repair the damaged front door frame and locking mechanism.
9. Replace the missing showerhead fixture.
10. Repair and paint the deteriorated wall where there are stains and peeling paint inside shower.
11. Replace damaged sensor light in bathroom.
12. Replace missing outlet plate cover.
13. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 124:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the graffiti on the wall.
4. Repair the damaged door frame and locking mechanism.
5. Obtain a building permit to repair deteriorated ceiling in bathroom due to possible water intrusion.
6. Replace the broken windowpane in the bathroom.
7. Replace the missing ceiling light cover in the kitchen.
8. Replace the damaged window frame and missing screens.
9. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.
10. Replace faulty showerhead.

Room 125:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Replace the missing ceiling light cover.
3. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.
4. Repair the damaged front door frame and locking mechanism.
5. Remove the graffiti from the shower tile.
6. Obtain a building permit to repair the deteriorated wall by the shower and above the bathroom window caused by possible water intrusion.
7. Replace the cracked tile above the bathroom sink.
8. Replace the missing window screens.
9. Remove paint from exhaust cover.
10. Obtain an electrical permit to properly install the receptacle installed adjacent to kitchen entry.

Room 126:

1. Repair the damaged door frame and locking mechanism.
2. Replace damaged window screen frame.
3. Obtain a building permit to repair the deteriorated wall and ceiling in the bathroom due to possible water intrusion.
4. Replace missing ceiling light cover.
5. Repair the loose floor drain cover.
6. Obtain a building permit to repair the deteriorated ceiling and walls in the kitchen due to possible water intrusion.
7. Replace the missing ceiling light cover in the kitchen.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 128:

1. Replace the missing window screens.
2. Replace the missing ceiling light cover.
3. Obtain a building permit to repair the deteriorated kitchen walls and address prior evidence of repairs without permits to the ceiling.
4. Remove the stains from the walls and ceiling in the bathroom.
5. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 130:

1. Repair the damaged front door frame and locking mechanism.
2. Remove the stains from the bathroom walls and ceiling.
3. Replace the broken windowpane.
4. Replace the missing drain cover.
5. Replace the missing window screen.
6. Remove the graffiti from the wall.

Room 131:

1. **Immediately replace the missing smoke detectors.**
2. Replace the damaged window screen frame and missing window screens.
3. Replace the missing ceiling light covers.
4. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC that was patched.
5. Replace the missing cabinet door in the kitchen.
6. Remove the stains from the ceiling vent.
7. Replace the missing floor drain cover.
8. Remove the stains in the shower tile and wall.
9. Damaged front door frame and locking mechanism.
10. Obtain a building permit to repair deteriorated ceiling due to potential water intrusion.
11. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Single Family House:

1. **Immediately replace the missing smoke detectors.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Paint the doors and walls where there is peeling paint.

4. Obtain a building permit to repair the water damaged wall by the bathroom.
5. Replace the missing toilet bowl lid.
6. Replace the missing window screens and window handles.
7. Replace the missing electrical outlet cover.
8. Replace the cracked shower tile.
9. Obtain a building permit to complete repairs or demolition of the patio cover that was started in 2015. Areas inside this patio cover are finished with materials not suitable for exterior rated construction and the ceiling is unfinished, exposing electrical wiring and framing to damage.
10. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC unit that was patched.
11. The City was not able to inspect the garage. Please ensure that this area is made available at the time of reinspection.

Office/ Living Quarters:

1. **Immediately replace the missing smoke detectors in hallway and bedrooms.**
2. Replace damaged sensor light.
3. Paint the walls where there is peeling paint.
4. Obtain a building permit to properly install the wall mounted AC units and paint the patched areas around the A/C units.
5. Obtain an electrical permit to properly install a receptacle to serve the AC units.
6. Replace the missing ceiling light covers in the bathroom, bedrooms and hallway.
7. Replace the missing window screens.
8. Obtain a building permit to repair the water damaged wall by the tub.
9. Obtain a building permit to repair the bathroom ceiling that is cracked and has peeling paint due to water intrusion.
10. Remove the dark stains from the bathtub.
11. Remove the newspaper that is covering vent.
12. Replace the missing vent cover.
13. Replace the damaged tub faucet.
14. Obtain a building permit to properly install the conduit bringing data lines into the IT area of the office.
15. Obtain a building permit to remove the unused, open ducting in the office.
16. Obtain a building permit to patch all holes in the exterior walls of the office.
17. Obtain a building permit to properly install the soffit installed in the living room for low voltage wiring and other data as well as address the patch work in ceiling adjacent to office door in living room.
18. Obtain a building permit to demolish false wall in hallway.

Room 132:

1. **Immediately replace the missing smoke detector.**
2. Replace the missing ceiling light covers.
3. Remove the stains from the ceiling.
4. Obtain a building permit to repair the water damaged wall by the shower.
5. Replace the missing overflow tub stopper.
6. Repair the loose light switch in the bathroom.
7. Replace the torn window screen in the bathroom.
8. Repair the loose toilet.
9. Paint the walls where there is peeling paint.
10. Replace the missing electrical outlet cover.

11. Remove non-compliant entry ramp to the unit.

Room 133:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti from the walls and door.
3. Remove the dark stains from all walls and ceiling.
4. Replace the missing ceiling light cover.
5. Replace the missing window screen in the bathroom.
6. Repair the damaged bathroom door molding.
7. Obtain a building permit to repair the deteriorated wall adjacent to the shower.

Room 134:

1. **Immediately replace the missing smoke detector.**
2. Repair the holes in the wall near the television.
3. Replace the missing outlet cover by the bed and in the bathroom.
4. Obtain a building permit to repair the water damaged wall by the shower.
5. Repair the holes in the bathroom door.
6. Replace the cracked bathroom mirror.
7. Remove the graffiti from the walls.
8. Replace the missing bathroom window screen.
9. Replace the missing overflow tub stopper.
10. Repair the damaged door frame and locking mechanism.
11. Replace the missing ceiling light cover.
12. Replace the cracked light switch cover.
13. Replace the missing outlet cover plate in the bathroom.

Room 135:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti on the wall and the mirror.
3. Paint where there are areas of patched walls.
4. Replace the missing AC cover.
5. Replace the missing ceiling light cover.
6. Obtain a building permit to repair the water damaged wall by the tub.
7. Replace the missing window screen.
8. Repair the damaged front door frame and locking mechanism.

Room 137:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the stains from the walls, bathtub, and toilet.
4. Secure the loose coaxial cable and cover.
5. Repair the loose sensor lights in the bathroom.
6. Replace missing window screen.

Room 138:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti from the picture frame, TV, and walls.
3. Replace the missing ceiling light covers.
4. Replace the missing and torn window screens.
5. Remove the stains around the tub.

6. Obtain a building permit to repair the water damaged wall around the tub.
7. Paint the walls where there is peeling paint and patched.
8. Replace sensor light with missing cover.

Room 139:

1. **Immediately replace the missing smoke detector.**
2. Paint the walls where there patched.
3. Remove the graffiti from the walls.
4. Obtain a building permit to repair the deteriorated wall around tub.
5. Replace the missing window screen.
6. Replace the missing overflow tub stopper.
7. Obtain a building permit to properly install the wall mounted AC unit.

Room 140:

1. Replace the cracked mirror in the bathroom.
2. Repair the hole in the bathroom door and cracked door molding.
3. Replace the missing window screen.
4. Obtain a building permit to repair the water damaged wall around the toilet.
5. Replace the faulty showerhead.
6. Replace the missing tile in the bathtub.
7. Remove the graffiti from the wall.
8. Repair the damaged front door frame and locking mechanism.
9. Paint walls that are patched.

Room 143:

1. Repair the damaged front door molding and locking mechanism.
2. Remove the stains from the walls, closet, bathroom ceiling, and bathtub.
3. Replace the broken window in the bathroom.
4. Replace the missing window screen.
5. Remove the graffiti from the wall.

Room 144:

1. **Immediately replace the missing smoke detector.**
2. Replace the missing floor molding (from the removed wall heater).
3. Replace the broken bathroom window.
4. Paint the walls in the bathroom and the front door that are patched.
5. Replace the missing bathroom mirror.
6. Repair the loose toilet.
7. Repair the loose toilet paper holder.

Room 145: Incomplete inspection due to room spray for roaches

1. **Immediately replace the missing smoke detectors.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the missing ceiling light cover.
4. Obtain a building permit to repair the water damaged walls around the accessible tub.

Room 147:

1. **Immediately repair the inoperative smoke detector.**
2. Repair the damaged door frame and locking mechanism.
3. Repair the faulty ceiling light.

4. Replace the missing ceiling light cover.
5. Remove the stains on the walls.
6. Obtain a building permit to repair the water damaged wall by the tub.
7. Replace the missing window screen.
8. Replace the missing outlet cover plate.

Laundry Room:

1. Replace the broken window.
2. Obtain the services of a licensed plumber to verify the integrity and working order of the water heater in the laundry room. Damage visible to water piping and unable to verify if the water heater is designed to be placed directly on the floor. Vent does not appear to run continuously through the roof.
3. A building/plumbing permit may be required to replace the water heater.

Storage Room:

1. Obtain a building permit to repair the vehicle impact damage to the exterior wall of the storage room. A licensed, California registered design professional will need to prepare the plans for submittal.

This is an official notice that will serve as your first notice to abate the violation(s). A re-inspection is scheduled on **November 19, 2024, at 10:00 a.m.** to ensure all corrections/repairs have been completed.

If you would like to discuss any of the violations or corrections referenced in this notice, please feel free to contact me at (714) 562-3627. Thank you for your cooperation and prompt attention to this matter.

Sincerely,

Ernestine Zapien
Code Enforcement Officer
EZ: sd

C.C. Coral Motel
7891 Whitaker St.
Buena Park, CA 90620

BUENA PARK

AUTO CENTER SPECIFIC PLAN



BUENA PARK AUTO CENTER SPECIFIC PLAN

Adopted by Ordinance No. 1347 On April 7, 1997

Amended by Ordinance No. 1356 On November 3, 1997

Amended by Ordinance No. 1377 On September 22, 1998

Amended by Ordinance No. 1430 On August 13, 2002

Amended by Ordinance No. 1465 On February 22, 2005

Amended by Ordinance No. 1487 On July 11, 2006

Amended by Ordinance No. 1549 On November 9, 2010

Amended by Ordinance No. 1555 On April 10, 2012

Amended by Ordinance No. 1578 On September 23, 2014

BUENA PARK
AUTO CENTER SPECIFIC PLAN

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Ordinance No. 1578

EXECUTIVE SUMMARY

The concentration of auto dealers in Buena Park occurred primarily along the I-5 Freeway, starting in 1961 through the present with the newest dealer relocating to the Auto Center in 2005. In order to maintain its unique benefits and its economic viability to the community, the Auto Center Specific Plan was conceived and prepared.

Encouraging appropriate uses and other measures is vital to maintaining and improving the economic health of the community. Keeping that in mind, the City and auto dealers met to discuss and prepare a plan that would create an area of increased opportunity for sales and leasing of vehicles.

Unifying Concepts

Attracting customers is the primary goal of any auto dealer. In order to accomplish that, individual auto dealers have located nearby each other to capitalize upon combined drawing power. This plan outlines the necessary components to bringing customers to a place where there are several choices for the purchase of a vehicle.

The components creating that destination point are the following:

- Landscape and Streetscape

  Using Washingtonia Robusta (Mexican Fan Palms) as the main theme, identifies the Buena Park Auto Center. This creates a statement that can be seen from a distance attracting the motorist from the freeway or from Beach Boulevard. The theme is augmented by the use of other palms species, low shrubs and ground cover, keeping in mind the visibility necessary for the successful operation of a dealership.

- Signage

  Consistent signage including directional signs, electronic message centers, and “trail blazer” signs will help unify the area and will assist the customer in identifying the Auto Center and dealership services.

- Building Color

  All of the structures currently along the Auto Center Drive Corridor were developed with their own unique features and architectural style. Binding those components together with a similar color begins the unifying elements that each individual building creates. As each dealership improves its site, or where new construction occurs, there is an opportunity to encourage this component of the plan.

- Corner Identification Pads

As each corner in the Auto Center Drive Corridor develops or remodels, dealers will be encouraged to install additional signing that identifies the Buena Park Auto Center while at the same time providing an additional pad for vehicle display.

Each component alone would not achieve the destination point this plan is attempting to promote, but together, all the components would make a difference in the ambiance and stability of the district.

This plan also speaks to a former dealership site at Orangethorpe Avenue and Western Avenue and an auction business located on Knott Avenue. Where both smaller sites are viable to continue in the former or current operation, this plan considers the potential for one or each of the sites to be replaced with other than auto related uses. Keeping this in mind, the plan allows for alternate development. Additionally, in 2005, the Specific Plan was amended to include an approximately 23 acre site located at the northwest corner of Artesia Boulevard and Rostrata Avenue, which was the formerly occupied by Nabisco. The site has the potential for the development of auto dealerships as well as a regional shopping center, or a mix thereof.

These unifying elements, design guidelines and implementation strategy will provide a method of accomplishing the goals defined in this plan. The overall objective is the continuation of the success of the Buena Park Auto Center and its move into the next century.

SECTION I. INTRODUCTION

Encouraging appropriate uses, with associated other measures, is vital to maintaining and improving the economic health of the community. Buena Park exists as a fully developed city with a population of approximately 80,600 persons. Very little vacant land remains that is suitable in size for major developments. With the exception of the Nabisco site, the few large parcels that were in existence at the conception of the Auto Center Specific Plan have been occupied by new auto dealerships that have established within the Specific Plan area. However, there still remains the opportunity for the consolidation of the remaining smaller parcels to create viable land area for additional auto dealerships.

The City's General Plan maps the direction the City will take in relation to its development and balances that with the continued high expectation of the quality of life for its residents. The following goals established in the Buena Park General Plan outline the focus and direction of this Specific Plan:

Goal 1 of the City's General Plan states "Ensure that proposals for development and redevelopment are compatible with existing development and promote and enhance the quality of life in the City."

General Plan Policy 1.8 identifies the City's intent in accomplishing this goal is to "promote business retention and expansion to ensure the City's economic vitality is maintained."

Response:

This is reinforced by this Plan in detailing the necessary components to accomplish this task specifically dealing with issues within the Auto center and the two non-contiguous sites.

Goal 3 states: Preserve and enhance the existing commercial areas and, where appropriate, expand commercial opportunities to serve the needs of residents and visitors.

Supporting this goal is policy 3.8 which states: "Continue to promote and expand auto dealerships and supporting commercial activities as part of a new Auto Dealership Specific Plan area." This is further supported by Policy 3.13 which states: "Encourage shared parking and enhanced vehicular and pedestrian access among properties within districts which exhibit existing unequal distribution of parking and access in order to promote the viability of the whole district."

Response:

The City's Redevelopment Agency is continuing its efforts to retain existing auto dealers and market vacant sites to new dealerships.

The lack of pedestrian connections between auto dealerships is evident by the current configuration of parking accommodations. The opportunity for on-site parking is limited at each dealership and the ability to provide cluster parking for customers visiting more than one dealership is non-existent. Along with these policies, this Plan would assist in providing a remedy for this condition.

The City maintains a strong economic base linked to tourism, warehousing, manufacturing, and commercial, including automobile dealerships and the Buena Park Mall. Continued expansion of the economic base relies upon an expansion of some existing uses and the ability to encourage appropriate new uses. Attracting quality land uses on the remaining vacant parcels in the Specific Plan area, through new development, consolidation, and other measures is vital to maintaining and improving the economic health of the community.

Organization and Contents

The Specific Plan is organized into eight (8) separate sections. The first section is the Introduction. This section introduces the document, ties it to the City's General Plan and explains the intent and purpose of the plan. Section II describes the Land Use, Zoning and physical setting of the Auto Center properties. Section III explains the issues within the Specific Plan area and sets forth the policy framework. These policies establish the City's philosophy towards the Auto Center. Section IV focuses on Design

Guidelines for the Public Right-of-Way improvements. Section V states the land uses permitted within the various sub-districts of the Specific Plan. Section VI contains the development standards for the Specific Plan area which are needed to accomplish the goals, objectives, and policies. This section also contains development standards for public and private buildings. Section VII includes the land use plan map which identifies and describes the distribution of land use categories in the Auto Center. The Specific Plan concludes with Section VIII, which is an evaluation of the implementation program or action plan needed to achieve the goals and policies of the plan.

A. INTENT OF THE SPECIFIC PLAN

The idea of the Auto Center Specific Plan is a result of the type of development that has occurred and continues to occur along Auto Center Drive (formerly Manchester Boulevard) and the Santa Ana (5) Freeway. In 1994 the City undertook a comprehensive General Plan Amendment, which recognized the development path taking place along Auto Center Drive.

The physical locations of the I-5 and 91 Freeways provide a “natural” location for the auto area, with its high visibility, easy accessibility and its ability to draw from the regional economy.

Development of auto dealerships evolved over a period of years without an orchestrated plan of action. Although, the City and the Redevelopment Agency are successful in maintaining existing dealerships as well as attracting new dealers, the lack of a

coordinated development plan for the area constrains its economic and development potential. In response, the City and community, in 1981, designated the area as a Redevelopment Project Area. The adoption of a Redevelopment Plan calls for programs and actions addressing the area's needs. In addition, through a comprehensive amendment to the City's General Plan, more definite policies were set in place that called for the creation of an Auto Center Specific Plan. Its intent is to foster development of new auto dealerships and appropriate support uses. Further, with a subsequent amendment to the City's General Plan, the Auto Center Specific Plan land use designation was extended along Auto Center Drive west of Beach Boulevard to Artesia Boulevard in order to offer new dealership opportunities along the freeway corridor. All new dealerships interested in locating within this area will enjoy the same development opportunities that the other dealerships enjoy. Additionally, due to the area's size and configuration and so as not to limit the development potential of the area, the Specific Plan also allows the development of a large commercial office park or retail center as a permitted use that would complement the Auto Center.

B. PURPOSE OF THE SPECIFIC PLAN

Specific Plans are among the most powerful planning tools authorized by the California Government Code. Specific Plans are typically used for areas of special concern. For example, where unusual mixes of uses exist or where there are special environmental, economic or social conditions that should be addressed. Where conventional zoning can cover a broader set of issues, Specific Plans are more detailed. In areas where joint public-private effort is needed, specific plans are better able to coordinate the

regulations governing private development with plans and ideas for public improvements.

The value of a Specific Plan is its adaptability to unique problems and issues. Specific Plans allow a local agency to tailor the plan to the particular needs of the study area. Moreover, Specific Plans establish a comprehensive approach to planning and development issues by integrating community goals and policies, development standards, and capital improvement needs under one document. This approach assures consistency and compatibility in the administration and implementation of the document. The comprehensive nature of the Specific Plan combined with its orientation to localized conditions makes this document a very useful and effective planning tool.

C. LEGISLATIVE HISTORY AND AUTHORITY

Section 65450 of the California Government Code allows local governments to prepare Specific Plans for the "systematic implementation" of the General Plan. In this context, the Specific Plan is a tool used to implement the provisions of general plan goals and policies. The Government Code establishes certain minimum requirements that must be addressed in a Specific Plan. These include a text and diagram that specify all of the following in detail:

1. The distribution, location and extent of the uses of land including open space within the area covered by the plan.

2. The proposed distribution, location and intensity of major components of public and private infrastructure and other essential facilities needed to support the land uses described in the plan.

3. Standards and criteria by which development will proceed and standards for the conservation, development and utilization of natural resources where applicable.

4. A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the provisions of the preceding three paragraphs.

D. SPECIFIC PLAN BOUNDARIES

The Specific Plan area is divided into two separate districts. The largest district comprises the core area of the Specific Plan and consists of three Sub-Districts – A1, A2, A3**,** and A4. The Sub-Districts labeled B1 & B2 comprise two non-contiguous properties (see Section VII: LAND USE MAP).

The core of the Specific Plan, Sub-District Areas A1, A2, A3**,** and A4, is situated along the north and south sides of Auto Center Drive between Beach Boulevard and Dale Street, the south side of Auto Center Drive between Beach Boulevard and Western Avenue, the area located between Artesia Boulevard and the Santa Ana (5) Freeway west of Western Avenue, as well as the northwest corner of Artesia Boulevard and Rostrata Avenue. It also includes the northwest corner of Beach Boulevard and Commonwealth Avenue.

Sub-District A1[†] is located on the south side of Auto Center Drive, from Western Avenue, crossing Beach Boulevard and Stanton Avenue, to the I-5 Auto Center Drive off-ramp. It also includes the north side of Auto Center Drive between Stanton Avenue and Dale Street; two parcels on the north side of Tenth Street, approximately 131 ft. west of Idaho Street; two parcels on the west side of Dale Street, approximately 100 ft. south of Montana Avenue; five parcels located on the southwest corner of Tenth Street and Idaho Street, extending southerly to Montana Avenue; and five (5) parcels located on the northwest corner of Tenth Street and Idaho Street, extending north

[†] Amended by Ordinance No. 1555

to the Idaho Street cul-de-sac.† Additionally the area includes a six (6) acre non-contiguous parcel located approximately ¼ mile to the north at the intersection of Beach Boulevard and Commonwealth Avenue.

Sub-District A2 is located on the north side of Auto Center Drive, between Beach Boulevard and Stanton Avenue. This area also includes properties on the west side of Homewood Avenue and the east side of Beach Boulevard, south of Seventh Street. The parcels on Beach Boulevard consist of small retail or service businesses that are in constant turn-over. One of the reasons for this is the lack of parking as well as a lack of circulation for its customers. Traffic speeds on Beach Boulevard impede customers from slowing down to read signs or find access to parking areas. For these reasons the parcels on Homewood Avenue would, at sometime in the future, provide the necessary land area to make the area more viable for business opportunity. Since there is no potential for the Redevelopment Agency to utilize its eminent domain powers in this area at this time, sites will probably remain in their current conditions until such time as economics encourage consolidation of properties.

The intention of providing support to the businesses along Beach Boulevard is clearly stated through previous and current zoning. Prior to 1994 zoning on Homewood Avenue was RS-6P. The "P" designation allowed an alternate permitted use of parking lot. Parcels on Homewood are now zoned Commercial General (CG), consistent with the intention of continuing support for businesses located along this portion of Beach Boulevard.

† Amended by Ordinance No. 1430

Also, within the boundaries of Sub-District A2 are properties that maintain their access from Whitaker Street. At the present time Whitaker Street is accessed from Stanton Avenue. There are five (5) parcels that are included within the boundaries which could be part of the new development and/or expansion of a dealership along with the potential vacation of the street.

Sub-District A3[†] comprises all properties located within a triangular shaped area bounded by the Santa Ana (5) Freeway to the south, Artesia Boulevard to the north, and Western Avenue to the west with the exception of an apartment complex located on the southwest corner of Western Avenue and Artesia Boulevard. The properties within this area gain access from a variety of streets that include Fourth Street, Mission Street, Botryoides Avenue, Auto Center Drive, Artesia Boulevard, and Western Avenue. The plan, furthermore, provides for the potential vacation of portions of Auto Center Drive and the entirety of Fourth Street and Mission Street within this sub-district.

Sub-District A4[††] comprises the approximately 23 acre site that was formerly occupied by Nabisco and is located at the northwest corner of Artesia Boulevard and Rostrata Avenue. The site is also bounded by Firestone Avenue, which runs along the southwest corner of property, between the subject site and the Santa Ana (5) Freeway. Access to the site is gained from both Artesia Boulevard and Rostrata Avenue. The subject site maintains visibility from the Santa Ana (5) Freeway and with the reconfiguration of the off-ramp that currently runs along the west side of the CarMax

[†] Amended by Ordinance No. 1555
[††] Amended by Ordinance No. 1487

auto dealership, the site will have freeway access from the Santa Ana Freeway off-ramp.

The Plan also incorporates Sub-Districts B1 and B2. These are two non-contiguous sites located at the northwest corner of Western and Orangethorpe Avenues (the previous Toyota site) and the northwest corner of Noritsu Drive and Knott Avenue.

SECTION II: LAND USE, ZONING AND PHYSICAL SETTING

A. LAND USE AND ZONING

The General Plan designation for all properties within the Specific Plan area is Commercial, except for property within Sub-District B1 which is Commercial service. The previous zoning was CG (Commercial General), except within Sub-District B1 where the zoning was CM (Commercial Manufacturing) and Sub-District A4, which was zoned ML (Light Industrial).

In Sub-District A1†, nine (9) auto dealerships make up the majority of uses, together with one (1) 16–unit apartment complex and a variety of retail uses. The 16-unit apartment complex is located on the west side of Dale Street. The retail uses include auto related uses, a liquor store, offices and a restaurant. These uses are located on the south side of Auto Center Drive between Santa Ana (5) Freeway on/off-ramp and Western Avenue. This Sub-District also includes a parcel located at the northwest corner of Beach Boulevard and Commonwealth Avenue, which is home to Ken Grody Ford.

Sub-District A2, includes the Coral Motel, the Copper Barrel Motel/Restaurant, four (4) commercial-retail buildings fronting Beach Boulevard, older retail structures located on the north side of Whitaker, an auto stereo sales and installation business and a tire sales and installation shop. This sub-district also includes seven (7) properties used for residential purposes. The Central Business District Project Area Plan and Project Area

† Amended by Ordinance No. 1555

Plan II, prepared for the Redevelopment Agency, identifies the area as transitional, to accommodate future parking for commercial/retail establishments located on Beach Boulevard. Formerly zoned RS-6P (Residential-Single Family-6000 square feet minimum lot size with a parking overlay) there are seven (7) properties on Homewood Avenue, where the land use remains residential. A Zone Change, in 1994, zoned the property to CG (Commercial General). That action established consistency between the Redevelopment Project Area Plan and the Specific Plan boundaries creating legal non-conforming properties.

Sub-District A3† includes the 14 acre CarMax auto dealership, vacant retail buildings, Texaco and Union 76 gas stations, auto related uses, residential structures, various commercial developments, and property owned by Caltrans which is periodically used for the storage of plants and trees.

Sub-District A4†† is currently undeveloped, but was previously occupied by the Nabisco manufacturing and distribution business.

Sub-District B1 consists of three parcels, including structures that are currently used by a used auto dealership which are currently zoned Commercial Manufacturing (CM).

Sub-District B2 is the site of General Auction Company, an auction business. This completes the remaining Specific Plan area.

† Amended by Ordinance No. 1555
†† Amended by Ordinance No. 1487

PHYSICAL SETTING

Sub-Districts A1, A2, A3 and A4:

Vehicular Circulation

The proximity of the I-5 Freeway is the major marketing tool for auto dealers on Auto Center Drive. Both off-ramps, at Beach Boulevard and Auto Center Drive, become the primary roadway providing access to the auto dealers. Other access points to the Auto Center are Beach Boulevard (Highway 39) and Stanton Avenue. Due to the location and the design of the Santa Ana Freeway off-ramp, westbound traffic along this portion of Auto Center Drive tends to be faster than is optimum for visibility and marketing purposes. However, Caltrans plans is widening the I-5 Freeway and redesigning the Auto Center Drive off-ramp. In addition, Caltrans has modified the I-5 off-ramp at Botryoides and the on and off-ramps at Beach Boulevard.

As part of the freeway widening, Caltrans has closed the Auto Center Drive on-ramp to the freeway, east on Stanton Avenue and redesigned the off-ramp at Auto Center Drive, east of Stanton Avenue, as well as improved access from Beach Boulevard by adding a right-turn lane at Auto Center Drive.

Installation of a left turn movement will take place at the intersection of Stanton Avenue at Auto Center Drive. The City's General Plan and Circulation Element identify

improvements of traffic patterns at this intersection. With the changes to the freeway and Stanton Avenue, pedestrian circulation will also improve.

The Circulation Element of the General Plan previously identified Auto Center Drive and the portion of Artesia Boulevard between Auto Center Drive and Valley View Street within the A1 Sub-District as Primary Arterial Highways. The Orange County Master Plan of Arterial Highways also identified Auto Center Drive as a Primary Arterial Highway between Artesia Boulevard and Commonwealth Avenue. Due to the low traffic volumes on Auto Center Drive within this area, the designation as a Primary Arterial Highway was no longer warranted. Furthermore, the development of the CarMax Auto Dealership involved the closure of Auto Center Drive between Artesia and Western. Vehicular traffic was re-routed along Western Avenue and Artesia Boulevard. Due to the closing of Auto Center Drive between Western Avenue and Artesia Boulevard, Manchester was removed from the Orange County Master Plan of Arterial Highways as well as removed from the City's General Plan as a Primary Arterial Highway.

Other potential street closures within the A1 Sub-District include Mission Street and Fourth Street, which service properties within the Specific Plan area.

Parking

Current physical conditions in the Core area (Sub-District A1, A2, A3, and A4) do not encourage easy pedestrian movement between dealerships. Due to constraints caused

by existing businesses, and impacts of the I-5 Freeway, off-site parking is at a premium. Each of the dealers now offers customer parking for its visitors. This could be improved with the creation of small off-site parking areas scattered throughout the core Auto Center area and also through clear identity of on-site customer parking areas. Combined, these could help foster pedestrian activity between dealerships. Exhibit A shows this potential by placing a parking area along Auto Center Drive. Another benefit of off-site customer parking pockets is to release some of the designated customer parking on each lot for additional display of new or used cars. Each dealer will benefit, since allocation of new vehicles is based upon the size of the dealership. Clear visibility of parking areas using signage throughout the corridor will help the customer find his/her way.

Landscape Features

Consistent landscape treatment throughout the Specific Plan area is currently limited. The use of palm trees is the only identifiable feature shared by the majority of dealerships. The street trees consist of older Sycamores and various species of Palm Trees planted within the tree-wells adjacent to the curb. A few Ficus trees are used within the median strips.

Currently there are no requirements limiting the palette of landscape materials within the Specific Plan area. Therefore, one is being proposed (see Section V). Due to the

unique nature of the auto related uses, certain landscape materials are not desirable. Visibility of the showroom and cars is critical.

Sub-Districts B1 and B2:

The main roadways that border Sub-District B1 are Orangethorpe and Western Avenues. There are no changes in the circulation anticipated at this location. The streets and intersections are improved to their ultimate widths. The site occupies three separate parcels that were leased together to accommodate the former location of Toyota of Buena Park. The buildings on the site were developed as an integrated project and is currently occupied by a used car dealership.

While the present lot lines and ownership pattern may not encourage a single user, it is in the best economic interest of the community that the lots in Sub-District B1 remain combined to promote a single auto dealership or development. This approach is consistent with previous discretionary action taken by the Buena Park Planning Commission, which approved separate parcels to perform as one for its use as a dealership.

Other activity that might be proposed for development on the site may require extensive remodeling of existing buildings, or their removal, and construction of new buildings. The potential exists through this plan for development within this sub-district of uses that are retail in nature.

The same conditions exist in Sub-District B-2 where the sub-district is located south of the main intersection at Knott Avenue and Orangethorpe Avenue. This is a single parcel previously occupied by a Recreation Vehicle dealership and is currently occupied by an auction business. It is possible that this parcel could develop, in the future, with a retail user. Considering the proximity of the dealership to the freeway, it is unlikely that this parcel would recycle to retail except for a “big box” user that would also take advantage of the freeway exposure. Once again, it would be most beneficial to the City of Buena Park that this site remain with its current or similar use or where all the parcels are used in conjunction with each other.

SECTION III: GOALS, OBJECTIVES, AND POLICIES

The City's General Plan serves to establish goals, objectives and policies to accomplish certain tasks. The goals, objectives and policies that follow are intended to pertain to the business community as a whole and the Auto District specifically.

The function of this section of the plan is to establish the foundation for the regulatory section of the plan. Examining the components contained in this Specific Plan and the City's General Plan will clarify the intent of the City Council as to development and requirements for districts A and B. The section serves as a reference point in determining the intent of the plan and assuring its consistency with Buena Park's General Plan. The major issues and direction for this section of the Specific Plan were taken from the Buena Park General Plan and Project Area I CBD (Central Business District) Redevelopment Plan.

Definition

The definition of **"goals"** and **"objectives"** relate only to conditions, not actions. "Policies" relate to actions. In order to understand how overall guidance is translated into direction for this particular area, the following terms are used:

Goals: A general statement of desired future condition toward which effort is directed.

Objectives: A specific statement of desired future condition.

Policy: Organized set of actions or activities carried out to achieve desired objectives. This is the level at which action is specified. In situations of public/private partnership and approaches to local problem solving, the City/Redevelopment Agency may:

1. Undertake all necessary actions to achieve a particular goal and/or objective; or

2. Undertake part of the necessary action for achievement of a goal and/or objective, providing incentives for outside contributions.

Policies identified in this plan include responsibilities that may be assumed by both the City of Buena Park and private parties interested in the development of the Auto Center Specific Plan area.

Goals

1. Create a unified Auto Center through design, landscaping and infrastructure improvements.

Objective:

a) Establish the cooperation and coordination of the participants in the development and operation of the Auto Center commercial area;

b) Establish design parameters relating to buildings, landscaping, signage, and infrastructure improvements to enhance the appearance of the area;

c) Protect and enhance the natural, social, and physical attributes of the development areas so as not to detrimentally affect adjacent existing developments.

2. Promote an economic balance and well-being of the Auto Center Specific Plan through complimentary commercial uses and employment opportunities.

Objective:

a) Establish a regional automobile shopping center with ancillary and coordinated commercial sales and services;

b) Establish a long-range plan and on-going source of economic strength to the community in terms of employment, government revenue, and recreational activity.

c) Establish the framework for a large-scale retail center within the A3 and A4 Sub-Districts to compliment the Auto Center.

3. Ensure a safe and efficient circulation system to serve both pedestrian and vehicular needs by promoting a visually pleasing, positive, and cohesive image of public facilities and private business.

Objective:

Establish innovative and quality site planning using architectural design to maintain a prosperous, marketable and specialized commercial complex.

4. To create a viable and organized retail opportunity at Beach Boulevard between Auto Center Drive and Seventh Street.

Objective:

To assist property owners utilizing the available zoning, supporting the creation of quality business along Beach Boulevard that could be combined with parcels on Homewood Avenue.

Policies

In order to accomplish compatible and coordinated development of the Auto Dealership Specific Plan area, the following policies are established:

1. The architecture and design of the dealerships, developments, and streetscapes shall provide an attractive environment to pedestrians and motorists while providing a visual and acoustical buffering between the Specific Plan area and

adjacent developed areas. This would avoid visual and audible intrusions into the surrounding community.

2. Design and control of pedestrian links and vehicular circulation shall be coordinated in order to provide safe and convenient access to all facilities within the area. Integration of individual elements, such as pedestrian walkways and the use of decorative paving at Beach Boulevard, Auto Center Drive, Stanton Avenue and Dale Street shall be encouraged.

3. Buildings, landscaping, and site improvements shall be linked to comprise a unified motif throughout the Specific Plan area. Aesthetically pleasing entrances to the Specific Plan area shall be established through the implementation of a consistent design statement and development standards that are compatible with areas surrounding the Specific Plan area.

4. Automobile storage facilities shall be enhanced by the generous use of landscaping which shall enhance the appearance and character of the entire development.

5. Signs, including ground and pole sign installations, directional signs and electronic message center signs are governed and controlled through the Specific Plan.

6. Ancillary uses shall be integrated into the plan provided that such facilities support the design, efficiency, and feasibility of the overall Specific Plan.

7. High standards of development shall be applied to realize the unique potential of the area, to attract desirable commercial establishments, and to provide a desirable environment for surrounding residents.

8. Properties within Sub-District B1 and B2 not contiguous with the core area of the Specific Plan shall be developed consistent with the goal and policies established for the Auto Center.

9. The maximum degree of flexibility, consistent with the type of development and protection desired shall be provided in order to encourage imaginative design and management.

10. Retention of ownership in larger parcels and further combination of parcels for large-scale development shall be encouraged.

SECTION IV: DESIGN GUIDELINES

Continuity of design is an essential feature of successful shopping areas throughout Southern California. This trend is no different for an auto center, thus creating a coordinated appearance of the dealerships while maintaining a separate identity.

The design guidelines are written to define the desired physical image of the Auto Center Specific Plan area. Its purpose is to provide a vision that includes all components of the Center be assembled to encourage both public and private improvements. Specific improvements within the public areas that will tie it together are discussed within this section and include the following:

- Parkway and Median Landscape represents the single most important design statement to unify the area and provide continuity to the streetscape (see Parkway and Median Landscaping, page 54-55).

- Design treatments at major entrances are considered essential in order to highlight the Center and to lead the maximum number of buyers past all of the dealerships (see Exhibit B). The entrances will indicate arrival at a “shopping center” for automobiles by the use of directional signs. Directional signs and major identification signs, similar architectural features and colors, create this sense of arrival for its customers.

- Corner identification pads will offer the dealer an additional opportunity for display of a vehicle (see Exhibit C). The purpose of the corner pad is to serve two functions. One is for display as mentioned above, the other function of the pad is for the opportunity to identify the Buena Park Auto Center on the face of the pad. As each corner in the Auto Center Drive Corridor develops or remodels, each dealer would install the display/sign pad for the site.

- "Trail Blazer" signs are those which identify the route to the Auto center. They are generally placed within the public Right-of-Way and a pre-set span to lead the potential customer toward the dealer(s).

The westbound Auto Center Drive off-ramp, of the Santa Ana (I-5) Freeway, tends to create high traffic speeds in this corridor. In an effort to slow traffic, the use of architecture, landscaping, and decorative paving is an invitation to customers as well as a psychological message that says "this is the time to slow down."

The Caltrans construction of the new Auto Center Drive off-ramp and the signalization of the intersection at Auto Center Drive and the freeway off-ramp resulted in the decrease in traffic speeds as cars exit the I-5 Freeway. The ultimate goal is slowing down the vehicles exiting the freeway. Additionally, potential redesign of the Auto Center Drive/Botryoides exit from the I-5 Freeway and Beach Boulevard on and off ramps will improve overall circulation within the area. Together the City

of Buena Park and Caltrans will create a more inviting environment for the movement of pedestrians throughout the Auto Center.

Common features that relate to the entire Specific Plan are listed within Section VI, Development Standards. Typically these regulations apply to general concepts that hold true over the whole Auto Center area. These general provisions and standards include site planning architecture, landscape architecture, lighting, parking, and details that support the overall theme.

Since Sub-Districts B1 & B2 are not in close proximity to Auto Center Drive, and have different issues surrounding them, no streetscape design standards have been proposed for these areas.

SECTION V: PERMITTED USES

Land, buildings, and other facilities shall be designed, developed, and used only for those activities for the various zones by the following land use list of uses.

SUB-DISTRICT A1

AUTOMOBILE DEALERSHIP SITES

PERMITTED USES:

Public Services:

- Flood Control channel and facilities, utility corridor.

Vehicle Sales†:

- New sales/lease of autos and trucks not exceeding 3 tons gross vehicle weight unladen. (3)
- Used sales/lease of autos, motorcycles, trucks, boats, and trailers.(4)
- Used sales/lease of trucks exceeding three tons gross vehicle weight unladed, and trailers over two-ton carrying capacity.(4)

USES REQUIRING A CONDITIONAL USE PERMIT:

Public Services:

- Cellular telephone facilities (not as primary use).

Commercial:

- New sales/lease of motorcycles.
- New sales/lease of trucks not exceeding 3 tons gross vehicle weight unladen and trailers up to 2 ton carrying capacity.
- Parking lot. (1)
- Parking Structure. (1)
- Electronic Message Center Sign

ASSOCIATED USES:

Private Business Services:

- Child day care center.

Commercial Uses:

- ATM, loan processing.
- Business, administrative, professional offices.
- Sales of art or publications related to permitted use.
- Shoe shine kiosk.
- Key shop kiosk.
- Gifts, souvenirs (related to permitted use).

Vehicle Rental and Service:

- Automobile rental agency.
- Mechanical car wash.

Storage††:

- Below-grade fuel with less than 500 gallon capacity.

ASSOCIATED USES REQUIRING A CONDITIONAL USE PERMIT:

Public Service Uses:

- Radio, television, microwave transmitters.
- Aviation navigational aids.

Vehicle Related Sales, Service, and Repair:

- Retail sales of auto parts or accessories.
- Auto window tinting.
- Machining or repair of auto parts or accessories.
- Tires, retail sales and/or installation for vehicles.
- Repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.
- Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.

Storage††:

- Above grade fuel storage tanks not located within a building. Must comply with setbacks and be screened from view. First installation on-site may be granted under the Interdepartmental Review procedure.

Private Business Services:

- Private recreation facility.

TEMPORARY USES:

Temporary uses a provided in Title 19, Division 10:

The below uses are subject to the Temporary Use Code procedures within Title 19, Division 10.

- Parachute drop, hot air balloon rides, searchlights, etc.

- Temporary trailers. Temporary trailers may be permitted for an office and/or storage use of a related existing use on a property under the following criteria.

    - For no more than two trailers and for a period not exceeding one year, the Director may authorize approval pursuant to the provisions of this Chapter.
    - For more than two trailers and/or a period exceeding one year, the Planning Commission may authorize approval under the conditional use permit procedure of Section 19.128.020 of the City's Zoning Ordinance.
    - This Section shall not apply to temporary construction trailers and real estate offices which may be authorized under various other sections of this Title.
    - Special event sales and promotions (including banners and non-permanent signage) shall be permitted for auto dealerships only.

Notes:

(1) Must be in conjunction with a car dealership or group of dealerships as a support use.

(3) Minimum showroom size of 2,000 square feet.

(4) Minimum showroom size of 7,000 square feet.

† Amended by Ordinance No. 1555

†† Amended by Ordinance No. 1465

SUB-DISTRICT A2

NORTH SIDE OF AUTO CENTER DRIVE AND
SOUTHEAST CORNER OF STANTON AVENUE AND AUTO CENTER DRIVE.

PERMITTED USES:

Public Services:

- Flood Control Channel and facilities, utility corridor.

Vehicle Sales:

- New sales/lease of autos, or trucks not exceeding three tons gross vehicle weight unladen. (3)

USES REQUIRING A CONDITIONAL USE PERMIT:

Public Service Uses:

- Cellular telephone facilities (not as primary use).

Commercial Uses:

- Full-service hotel, motel.
- Restaurant (may include drive-in, drive-through or walk-up service (19.552.070), entertainment (5.24), and on-sale liquor (19.552.030).
- Parking lot. (1)
- Parking structure. (1)

Vehicle Sales:

- New sales/lease of motorcycles and trailers up to two-ton carrying capacity.

Vehicle Related Sales, Service, and Repair:

- Retail sales of auto parts or accessories.
- Auto window tinting.
- Machining or repair of auto parts or accessories, not including tires.
- Tires, retail sales and/or installation for vehicles.
- Repair and/or service of vehicles not exceeding three tons gross vehicle weight unladen.
- Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.
- Mechanical car wash.
- Automobile service station (with or without mini-mart), tune-up shop, quick lube shop.

Vehicle Rentals:

- Automobile rental agency.

ASSOCIATED USES:

Private Business Services:

- Child day care center.

Commercial Uses:

- ATM, loan processing.
- Business, administrative, professional offices.
- Sales of art or publications related to permitted use.
- Shoe shine kiosk.
- Travel and ticket agency (associated to hotel, motel use only).
- Key kiosk (may be located within a building).

Storage†:

- Below-grade fuel tanks less than 500 gallon capacity.

ASSOCIATED USES REQUIRING A CONDITIONAL USE PERMIT:

Public Services:

- Radio, television, microwave transmitters.
- Aviation navigational aids.

Private Business Services:

- Private recreation facility

Vehicle Sales and Rentals:

- Used sales/lease of autos, motorcycles, or trucks not exceeding a three-ton gross vehicle weight unladen, and trailer up to two-ton carrying capacity.

Storage†:

- Above grade fuel storage tanks not located within a building. Must comply with setbacks and be screened from view. First installation on-site may be granted under the Interdepartmental Review procedure.

TEMPORARY USES:

Temporary uses as provided in Title 19, Division 10:
The below uses are subject to the Temporary Use Code procedures within Title 19, Division 10.

- Special event sales in parking lots and/or private sidewalks, limited to not more than three consecutive days in duration, nor more than three events per calendar year.
- Special promotions, parachute drop, hot air balloon rides, searchlights, etc.

- Temporary trailers. Temporary trailers may be permitted for an office and/or storage use of a related existing use on a property under the following criteria.

    - For no more than two trailers and for a period not exceeding one year, the Director may authorize approval pursuant to the provisions of this Chapter.
    - For more than two trailers and/or a period exceeding one year, the Planning Commission may authorize approval under the conditional use permit procedure of Section 19.128.020 of the City's Zoning Ordinance.
    - This section shall not apply to temporary construction trailers and real estate offices which may be authorized under various other sections of this Title.

Notes:

(1) Must be in conjunction with a car dealership or group of dealerships as a support use.

(3) Minimum showroom size of 2,000 square feet.

† Amended by Ordinance No. 1465

SUB-DISTRICT A3

BETWEEN ARTESIA BOULEVARD AND THE I-5 FREEWAY, WEST OF WESTERN AVENUE

PERMITTED USES:

Public Services:

- Flood Control channel and facilities, utility corridor.

Vehicle Sales:

- New Sales/lease of autos and trucks not exceeding 3 tons gross vehicle weight unladen.(3)

Retail Sales:

Establishment of a regional multi-tenant retail development, provided that a minimum 50,000 square foot anchor space is required from the following list of uses:

- Furniture, carpets.
- Household appliances, electrical appliances, radios, television sets, computer equipment.
- Variety store, dry goods and notions, sporting goods, toys.
- Drugstore.
- Pet shop and supplies.
- Stationery and office supply.
- Volume discount/warehouse store.
- Hardware/paint.
- Building materials, plumbing supplies.
- Garden and patio furniture.
- Apparel – clothing, millinery, shoes, etc.

Other Commercial Uses Permitted Within the Center:

- Martial arts or dance studio.
- Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.
- Locksmith/key shop.
- Deli.
- Confectionery, ice cream, bakery (baking for on-premises sales only).
- Jewelry, cameras and supplies, luggage.
- Hobby shop.
- Gifts, souvenirs.
- Flower shop.
- Books, newsstand

Other Commercial Uses Permitted Within the Center (Continued)

- Video sales, rental.
- Antiques.
- Bicycle sales, rental, or repair.
- Instant printing, copying, blueprinting, photocopies.
- Retail photo film and print processing.
- Picture framing and glazing.
- Watch repair, camera repair, radio, stereo, television, personal computers, and other small appliances.
- Ticket and travel agency.
- Specialty markets (fruit and vegetables, dairy products, meat and fish market, etc.).
- Pharmacy.
- Optician.
- Tobacco shop.
- Bank/financial institutions.
- Business, administrative, professional offices.

USES REQUIRING A CONDITIONAL USE PERMIT:

Public Services:

- Cellular telephone facilities (not as primary use).

Vehicle Sales and Rentals:

- Used sales/lease of autos, motorcycles, trucks, boats and trailers [3]
- Used sales/lease of trucks exceeding three tons gross vehicle weight unladen, and trailers over two-ton carrying capacity. [3]
- New sales/lease of motorcycles.
- New sales/lease of trucks not exceeding 3 tons gross vehicle weight unladen and trailers up to 2-ton carrying capacity.

Commercial:

- Parking lot. [1]
- Parking Structure. [1]
- Automobile service station with or without a convenience market or food sales provided the site has a minimum area of one (1) acre and meeting the standards contained within Section 19.552.050 of the Buena Park City Code.

Food Sales and Service:

- Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.
- With entertainments (See Chapter 5.24 for definition).
- With on-sale liquor (See also Section 19.552.030 of the City Code).
- With drive-in, drive-through, or walk-up service window. (See also Section 19.552.070 of the City Code)

ASSOCIATED USES:

Private Business Services:

- Child day care center.

Commercial Uses:

- ATM, loan processing.
- Business, administrative, professional offices.
- Sales of art or publications related to permitted use.
- Shoe shine kiosk.
- Key shop kiosk.
- Gifts, souvenirs (related to permitted use).

Vehicle Rental and Service:

- Automobile and rental agency.
- Mechanical car wash.

Storage†:

- Below-grade fuel with less than 500-gallon capacity.

ASSOCIATED USES REQUIRING A CONDITIONAL USE PERMIT:

Public Service Uses:

- Radio, television, microwave transmitters.
- Aviation navigational aids.

Vehicle Sales and Rentals:

- Used sales/lease of autos, motorcycles, or trucks not exceeding a 3-ton gross vehicle weight unladen, and trailer up to 2-ton carrying capacity. (1)

Vehicle-Related Sales, Service, and Repair:

- Retail sales of auto parts or accessories.
- Auto window tinting.
- Machining or repair of auto parts or accessories.
- Tires, retail sales and/or installation for vehicles.
- Repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.
- Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.

Storage†:

- Above grade fuel storage tanks not located within a building. Must comply with setbacks and be screened from view. First installation on-site may be granted under the Interdepartmental Review procedure.

Private Business Services:

- Private recreation facility.

TEMPORARY USES:

Temporary uses as provided in Title 19, Division 10:
The below uses are subject to the Temporary Use Code procedures within Title 19, Division 10.

- Parachute drop, hot air balloon rides, searchlights, etc.
- Temporary trailers. Temporary trailers may be permitted for an office and/or storage use of a related existing use on a property under the following criteria:

    - For no more than two trailers and for a period not exceeding one year, the Director may authorize approval pursuant to the provisions of this Chapter.
    - For more than two trailers and/or a period exceeding one year, the Planning Commission may authorize approval under the conditional use permit procedure of Section 19.128.020 of the City's Zoning Ordinance.
    - This section shall not apply to temporary construction trailers and real estate offices which may be authorized under various other sections of this Title.
    - Special event sales and promotions (including banners and non-permanent signage) shall be permitted for auto dealerships only.

Notes:
(1) Must be in conjunction with a car dealership or group of dealerships as a support use.
(3) Minimum showroom size of 2,000 square feet.
† Amended by Ordinance No. 1465

SUB-DISTRICT A4†

NORTHSIDE OF ARTESIA BOULEVARD, WEST OF ROSTRATA AVENUE AND THE I-5 FREEWAY

PERMITTED USES:

Vehicle Sales:

- New Sales/lease of autos and trucks not exceeding 3 tons gross vehicle weight unladen. (3)

Commercial Uses:

- Hotel.††

Retail Sales:

Establishment of a regional multi-tenant retail development, provided that a minimum 100,000 square foot anchor space is required from the following list of uses:

- Furniture, carpets.
- Household appliances, electrical appliances, radios, television sets, computer equipment.
- Variety store, dry goods and notions, sporting goods, toys.
- Stationery and office supply.
- Volume discount/warehouse store.
- Home Improvement Center - Building materials, plumbing supplies, and hardware Note:

Other Commercial Uses Permitted Within the Center:

- Garden and patio furniture.
- Apparel – clothing, millinery, shoes, etc.
- Drugstore.
- Pet shop and supplies.
- Hardware/paint.
- Martial arts or dance studio.
- Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.
- Locksmith/key shop.
- Deli.
- Confectionery, ice cream, bakery (baking for on-premises sales only).
- Jewelry, cameras and supplies, luggage.
- Hobby shop.
- Gifts, souvenirs.
- Flower shop.
- Books, newsstand.
- Video sales, rental.

- Antiques.
- Bicycle sales, rental, or repair.
- Instant printing, copying, blueprinting, photocopies.
- Retail photo film and print processing.
- Picture framing and glazing.
- Watch repair, camera repair, radio, stereo, television, personal computers, other small appliance.
- Ticket and travel agency.
- Specialty markets (fruits and vegetables, dairy products, meat and fish market, etc.
- Pharmacy.
- Optician.
- Tobacco shop.

Office:

- Bank/Financial institutions.
- Business, administrative, professional offices.

ASSOCIATED USES:

Private Business Services:

- Child day care center.

Commercial Uses:

- ATM, loan processing.
- Business, administrative, professional offices.
- Sales of art or publications related to permitted use.
- Shoe shine kiosk.
- Key shop kiosk.
- Gifts, souvenirs (related to permitted use).
- Travel Agency.

Vehicle Rental and Service

- Automobile and rental agency.
- Mechanical car wash.

Storage†††:

- Below-grade fuel with less than 500-gallon capacity.

USES REQUIRING A CONDITIONAL USE PERMIT:

Public Services:

- Cellular telephone facilities (not as primary use).

Vehicle Sales/Lease:

- Used sales/lease of autos, motorcycles, trucks, boats and trailers [3]
- Used sales/lease of trucks exceeding three tons gross vehicle weight unladen, and trailers over two-ton carrying capacity. [3]
- New sales/lease of motorcycles.
- New sales/lease of trucks not exceeding 3 tons gross vehicle weight unladen and trailers up to 2-ton carrying capacity.

Commercial:

- Parking lot. [1]
- Parking Structure. [1]
- Automobile service station with or without a convenience market or food sales provided the site has a minimum area of one (1) acre and meeting the standards contained within Section 19.522.050 of the Buena Park City Code.

Food Sales and Service:

- Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.
- With entertainments (See Chapter 5.24 for definition).
- With on-sale liquor (See also Section 19.552.030 of the City Code).
- With drive-in, drive-through, or walk-up service window. (See also Section 19.552.070 of the City Code)

ASSOCIATED USES REQUIRING A CONDITIONAL USE PERMIT:

Public Service Uses:

- Radio, television, microwave transmitters.
- Aviation navigational aids.

Vehicle-Related Sales, Service, and Repair:

- Retail sales of auto parts or accessories.
- Auto window tinting.
- Machining or repair of auto parts or accessories.
- Tires, retail sales and/or installation for vehicles.
- Repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.
- Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.

Storage†††:

- Above grade fuel storage tanks not located within a building. Must comply with setbacks and be screened from view. First installation on-site may be granted under the Interdepartmental Review procedure.

Private Business Services:

- Private recreation facility.

USES REQUIRING DEVELOPMENT AGREEMENT†††† :

Residential Uses:

- Townhomes

TEMPORARY USES:

- Temporary uses as provided in Title 19, Division 10.

Notes:
(1) Must be in conjunction with a car dealership or group of dealerships as a support use.
(3) Minimum showroom size of 2,000 square feet.
† Amended by Ordinance No. 1487
†† Amended by Ordinance No. 1549
††† Amended by Ordinance No. 1465
†††† Amended by Ordinance No. 1578

SUB-DISTRICTS B1 & B2

OLD TOYOTA DEALERSHIP SITE AND GENERAL AUCTION CO. SITE† (Ord. No. 1465)

PERMITTED USES:

Vehicle Sales:

- New sales/lease of autos, motorcycles, trucks or trailers. (3)
- New boat sales, up to 28 ft. full-length. (3)

Vehicle Rentals:

- Automobile rental agency.

Retail Sales:

Permitted uses within multi-tenant retail development, provided that a minimum 25,000 sq. ft. anchor space is required from the following list of uses:

- Furniture, carpets.
- Household appliances, electrical appliances, radios, television sets, computer equipment.
- Variety store, dry goods and notions, sporting goods, toys.
- Drugstore.
- Pet shop and supplies.
- Stationery and office supply.
- Volume discount/warehouse store.
- Hardware/paint.
- Building materials, plumbing supplies.
- Garden and patio furniture.
- Apparel – clothing, millinery, shoes, etc.

Other Commercial Uses Permitted Within the Center:

- Martial arts or dance studio.
- Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.
- Locksmith/key shop.
- Deli.
- Confectionery, ice cream, bakery (baking for on-premises sales only).
- Jewelry, cameras and supplies, luggage.
- Hobby shop.
- Gifts, souvenirs.
- Flower shop.
- Books, newsstand.
- Video sales, rental.
- Antiques.
- Bicycle sales, rental, or repair.
- Instant printing, copying, blueprinting, photocopies.

- Retail photo film and print processing.
- Picture framing and glazing.
- Watch repair, camera repair, radio, stereo, television, personal computers, and other small appliances.
- Ticket and travel agency.
- Specialty markets (fruit and vegetables, dairy products, meat and fish market, etc.).
- Pharmacy.
- Optician.
- Tobacco shop.
- Barber shop, beauty salon.
- Shoe repair, tailor, dressmaker, laundromat (single batch machines only), dry cleaning (coin operated only).
- Retail dry cleaning.
- Health spa or salon.

USES REQUIRING A CONDITIONAL USE PERMIT: (Multi-Tenant)

Public Services:

- Club, lodge, meeting hall, community center (largest meeting room limited to 150 seats or 1,000 sq. ft.)
- Business college, vocational school (no industrial machinery or equipment), physical training school, trade school.
- Radio, television, microwave transmitters.
- Other public utility facilities or structures, including electrical substations, and cellular telephone facilities.
- Aviation navigational aids.

Commercial Uses:

- Full-service hotel, motel.
- Skating rink.
- Dancehall or other establishment with public dancing.
- Bowling alley.
- Building materials, plumbing supplies with outdoor supply area.
- Garden and patio furniture and equipment with outdoor display area.
- Restaurant (may include drive-in, drive-through or walk-up service, entertainment, and on-sale liquor).
- Supermarket (minimum 30,000 sq. ft. building).
- Banquet caterer (minimum size standards).
- Parking lot.
- Parking structure.
- Indoor theater.

Vehicle Sales and Rentals:

- Used sales/lease of autos, motorcycles, trucks, boats and trailers [3]
- Used sales/lease of trucks exceeding three tons gross vehicle weight unladen, and trailers over two-ton carrying capacity. [3]

Vehicle Related Sales, Service, and Repair:

- Retail sales of auto parts and accessories. Both sales of parts and accessories.
- Auto window tinting. (2)
- Machining or repair of auto parts or accessories. (2)
- Tires, retail sales and/or installation for vehicles. (2)
- Boat repair and/or service, up to 28 ft. full-length. (All work shall be conducted within a building).
- Repair and/or service of vehicles, including autos, trucks, motorcycles, boats, and recreational vehicles. (All work shall be conducted within a building).
- Mechanical carwash or full-service hand car wash.
- Automobile service station (with or without mini-mart), tune-up shop, quick lube shop. (2)
- Detail shops. (2)

ASSOCIATED USES TO DEALERSHIPS:

Private Business Services:

- Child care center.

Commercial Uses:

- Sales of art or publications related to permitted use.
- Shoe shine kiosk.

Storage†:

- Below-grade fuel tanks with less than 500-gallon capacity.

ASSOCIATED USES REQUIRING A CONDITIONAL USE PERMIT:

Private Business Services:

- Private recreation facility.

Storage†:

- Above grade fuel storage tanks not located within a building. Must comply with setbacks and be screened from view. First installation on-site may be granted under the Interdepartmental Review procedure.

INDUSTRIAL USES REQUIRING A CONDITIONAL USE PERMIT (B2 AREA ON PROPERTY WITH MINIMUM LAND AREA OF 3 ACRES):

Research, Development, and Testing:

- Research and development institution or laboratory (no manufacturing), testing laboratory. (B2 area only).

Storage:

- Warehouse, distribution center, storage building.

Wholesale:

- Wholesale business.
- Wholesale business with retail outlet.

Industrial Processes:

- Fabrication from shell, cellophane, cork, fiber, fur, glass finished leather, gems, textiles, tobacco, and wood.
- Packaging or assembly of previously made manufactured components (no outdoor storage of bulk materials, final product not over 50 pounds).
- Manufacturing, compounding, assembly, packaging, or treatment of merchandise made from the following previously prepared materials:

  Canvas, cloth textiles, yarn, cork, leather, plastics, cellophane, synthetics, precious or semi-precious metal (excluding metal stamping), stone (excluding grinding, cutting or dressing, granite, etc.), wood (excluding prefabrication of building components, cabinet shops, furniture manufacturing, lumberyard, planning mill).
- Assembly of electrical appliances, electronic instruments or devices, precision instruments, radios, computer components, phonographs, television sets (may include manufacturing of small parts only).

Manufacturing:

- Furniture, garden patio furniture and equipment.
- Garments, gloves, shoes.
- Electrical appliances, instrumental or equipment.
- Jewelry, watches.

TEMPORARY USES:

- Temporary uses as provided in Title 19, Division 10.

Notes:

(2) Within multi-tenant auto center only (min. two-acre site, no bays facing street) or associated with primary auto dealer use. Multi-tenant auto centers may also include deli, coffee shop, flower shop, etc.

(3) A minimum of 2,000 sq. ft. showroom is required with one dealership within the B1 area. One additional dealer with less than 2,000 sq. ft. showroom may be allowed subject to approval of a Conditional Use Permit, and further provided that all parcels within the Sub-district are developed and used as an integrated development.

† Amended by Ordinance No. 1465

SECTION VI: DEVELOPMENT STANDARDS†

The Auto Center is intended to be an important corridor for automobile sales, leasing, service and related uses. An Auto Center is planned with the retail philosophy of a regional shopping center, with the unique requirements of grouping dealerships within a centralized auto district. The Specific Plan will allow individual auto dealers the design flexibility that personifies their own image. The intent is to create unity with the use of landscaping, building colors, and to a lesser extent, building design. The goal is to create a center in which a potential buyer can view and purchase a vehicle in a comfortable atmosphere.

Planning and design have been directed to present automobile displays, provide storage and repair facilities, and create areas for customer parking within the Auto Center. Providing cohesive landscape design and on-site lighting in conjunction with special standards for building layouts and signs unifies the center while allowing the dealerships the opportunity for individuality and identification.

Developments within the Specific Plan area shall comply with all provisions of Title 19 of the City Code for commercial development (CG zone), except as provided within the provisions of this Specific Plan. Below are specific standards which apply to properties within the Specific Plan area:

There are key design elements that will contribute significantly to the overall visual order of Sub-Districts, A1, A2, A3, and A4, of the Auto Center. These consist of a uniform hardscape and landscape treatment within the right-of-way area as discussed in Section IV, DESIGN GUIDELINES, together with features discussed in this section including uniform landscape treatment within the front yard area of all properties; uniform color palette for the buildings; uniform design for all directional signs within the area; consistent design for any electronic message center signs within the area; and, placement of entry statements and icons throughout the area. Properties within Sub-Districts B1 and B2 must be used or developed as a cohesive unit to ensure a continuum of site development standards and architectural design

1. Architectural Style (IN ALL SUB-DISTRICTS)

   It is not the intent of the Specific Plan to restrict the individual auto dealer and other retail or office uses to any one particular architectural design, but rather to encourage the best in architectural design. The existing architectural style in the Auto Center is contemporary. Developments should also reflect current trends in contemporary architecture. Although the Specific Plan does not require all developments of the same architectural style, the use of similar materials and architectural enhancements is preferred. Compatibility between architecture and building materials is designed to create a unifying theme in the Specific Plan by providing:

a) Well-crafted contemporary architecture using building elements as part of an integrated design.

b) The same architectural style for all freestanding buildings within the same development, including development within sub-districts A 1, A2, A3, and A4 to assure architectural harmony within each project site.

c) Prohibition on the use of residential or period style architecture (e.g., Cape Cod, Victorian, or the Old West).

2. Building Mass and Form (IN ALL SUB-DISTRICTS)

Building mass and form are the most crucial components of any well thought out design in a three-dimensional environment. How buildings relate to one another on any given site and to the Specific Plan area as a whole are essential design issues. Design should be carefully thought out when considering the creation of a pleasing environment. Building mass shall be used to create interest and relate to scale and form. Vehicle display area plays an important part in building design:

a) Building masses shall be simple in form and be composed from strong geometric shapes, such as solid rectangular, square, round, columnar or pyramidal shapes. Design elements shall be repeated so that there is continuity of design throughout the project.

b) Building forms shall be indicative of both internal and external functions taking place within special attention to vehicle display.

c) Internal building structure shall be delineated with clear definition of floors and vertical supports.

d) Large, flat unarticulated building facades are not permitted.

e) Window fenestration must be carefully orchestrated to complement the basic massing, provide scale and modulation of building surfaces, and allow perforation of solid shapes. Long stretches of banded vision or spandrel glass are not allowed.

f) The orientation and massing of commercial buildings should recognize the proximity of the adjacent residential areas. The design of service and repair facilities must be oriented away from public view, either placed behind a larger building or sited to impose the fewest impacts. Consideration of the proximity of residential neighborhoods must be considered in the orientation of buildings. Service buildings shall be designed to avoid intrusion of impacts such as noise, speakers, and

fumes, etc., on the neighborhoods.

g) Careful proportion of decorative concrete or masonry columns, wood beams, roof shapes and other building forms should be the highest priority.

h) Due to the mixed use nature of retail and service/repair areas of a dealership and retail, it is desirable to have a mixture of sloping roofs and flat roofs. The variation in roof lines must be carefully integrated into dealership and retail design. Mansard type roofs will not be allowed as the primary roofing style. However, Mansard roofs may be a supporting component of an overall roof design.

i) All flat roofs must be below a parapet and no roof shall drain over a wall.

j) Drain spouts must be internal and incorporated into the building design, or, if placed on the exterior of the building, covered in materials and colors to match the building.

k) Site planning to accommodate future expansion is encouraged so that future construction is of minimal significance to the customer.

3. Materials (IN ALL SUB-DISTRICTS)

The use of quality materials and detailing on highly visible surfaces will add elegance while maximizing the architectural style and statement for the development. The use of new innovative contemporary architectural materials is encouraged to add to the overall quality and visual interest that is required by the Specific Plan. Finishes and details should be repeated for design continuity.

a) The use of ceramic tile, glass block, stucco and plaster trims, and colored wood trims are acceptable for accent treatments.

b) Textured and smooth concrete, decorative or textured concrete blocks, or stucco are appropriate for building walls.

c) Architectural standing seam metal roofing, clay or concrete roofing tiles are preferred. Optimum roof styles are gable, hip or variation thereof. Flat roofs will be allowed provided the parapet wall is sufficient height to screen all roof equipment and offer interesting fenestration, building materials and colors.

d) Metal panels may be used for decorative purposes only and may be used in limited quantities.

e) Non-reflective glass is preferred at ground level areas for viewing and display purposes. The use of reflective glass should be limited, and shall

be compatible with the overall building design. Reflective glass shall not be used as a main architectural treatment.

f) Monolithic glass adornment may be used in special applications as accent or focal point but should not be used as the dominant architectural theme.

g) The use of awnings, canopies, metal handrails, and other devices within pedestrian areas are encouraged.

h) Non-contemporary materials such as native rock or stone, and rustic or wood materials are not permitted on buildings. Non-contemporary materials shall only be used sparingly and for accent only.

4. Colors (IN SUB-DISTRICT A4)

Color trademarks for certain major retailers may be permitted on an individual basis. The main building/any accessory buildings for auto dealerships and auto related uses should be painted in hues of white or light grey, using bright or pastel colors as accent and detailing. To maintain compatibility with adjacent developments, every effort should be given in choosing accent color schemes that would be compatible with others used in the area. The colors for all other developments within sub-district A-4 should complement the lighter tones selected for the auto uses. Developments shall be reviewed on a case-by-case basis.

5. Detail (IN ALL SUB-DISTRICTS)

Incorporating the use of reveals, recesses, tile accents and other architectural elements into the building design accents the architectural features. These types of features include but are not limited to:

a) Upgraded light fixtures, door and window details, and other features are encouraged.

6. Landscaping (IN SUB-DISTRICT A1, A2, A3, AND A4)

a) On-site landscaping treatments shall include components of the following landscape palette. The front yard area of each development within areas A 1, A2, A3, and A4 shall include undulating berms planted with a sodded lawn, Washingtonia Robusta Palms (minimum 12-20 feet high), and accent shrubs and/or flowers. The use of low shrubs and ground cover will create perceived separations of different areas within each dealership and can be used to unify the front yard treatment for pedestrians and customers. Undulating berms, sod, color accents and the

use of trees will soften and enhance some of the architectural features of each building. Additional use of landscaping adjacent to building walls and block walls within the dealership or development is required to help soften these features and add visual appeal to the customer. Materials should be selected from the following palette:

ARTESIA BOULEVARD STREETSCAPE PLANT MATERIAL LIST

RETAIL / AUTO DEALER ON-SITE PLANT MATERIALS LIST

TREES:	Washingtonia Robusta	California Fan Palm – 30' Br. Trunk
	Arecastrum Romanzoffianum	Queen Palm – 12'-20'
	Stenocarpus Sinuatus	Firewheel Tree – 24" Box
	Harpephyllum Caffrum	Kafir Plum – 24" Box
	Rhus Iancea	African Sumac = 24" Box

Existing pine trees along Rostrata Avenue shall be transplanted along this street frontage to within 400 feet of the intersection.

SHRUBS:	Strelitzia Reginae	Bird of Paradise
	Carissa Grandiflora 'Green Carpet'	Natal Plum
	Bougainvillea	Bougainvillea
	Phoenix	Pygmy Date Palm
	Roebellini	DayLily Rose of
	Hemerocallis	Sharon Privet
	Hibiscus Rosa	Mock Orange
	Sinensis Ligustrum	Petite Pink
	Japonicum	Oleander Star
	Pittosporum Tobira	Jasmine
	Nerium Oleander 'Petite Pink' Trachelospermum	Indian Hawthorne
GROUND COVER:	Lantana Montevidensis	Lantana
	Gazania	Gazania
	Hedera Helix 'Hahnii'	Hahns Ivy
VINES:	Ficus Repens	Creeping Fig
	Bougainville	Bougainville
TURF:	Marathon	

(Landscaping shall not be required within service area parking lots unless such areas are visible from public view.)

b) Parkway and Median Landscaping (Sub-Districts A1, A2, A3, and A4)

Unify the area and provide continuity to the streetscape. Parkways throughout this District shall include tree wells planted with Washington Robusta palms, underplanted with Gazanias and Daylilies. However, for existing sidewalk and parkway areas that do not maintain the required minimum widths to provide the ADA required handicap access, the streetscape treatments may be placed on-site within the 10 ft. landscape buffer adjacent to the street. The median areas shall be

maintain per the recent City Council approval and shall be installed to the standards of the Department of Public Works. Off-site parking areas should also follow this design statement.

Materials for these areas should be selected from the following palette:

PARKWAY TREE:	Washingtonia Robusta	California Fan Palm 30' Height 25'-30' On Center
	Arecastrum Romanzoffianum	Queen Palm 12'-20'
MEDIAN TREE:	Arecastrum Romanzoffianum	Queen Palm 12'-20' Height
	Rhus Iancea	African Sumac 24" Box Minimum 30' On Center
MEDIAN SHRUBS:	Carissa Grandiflora 'Green Carpet'	Natal Plum 36' On Center
	Hemerocallis	Daylily 18" On Center

PARKWAY ACCENT SHRUB:

USE THE SAME SHRUB THROUGHOUT THE STREETSCAPE, SUGGESTED SHRUBS ARE:

Carissa Grandiflora 'Green Carpet'	Natal Plum
Bougainvillea 'La Jolla'	Bougainvillea
Strelitzia Reginae	Bird of Paradise

FREEWAY EDGE SHRUB:

USE THE SAME SHRUB THROUGHOUT THE FREEWAY EDGE, SUGGESTED SHRUBS ARE:

Carissa Grandiflora 'Green Carpet'	Natal Plum
Bougainvillea 'La Jolla'	Bougainvillea
Myoporum Pacificum	Myoporum

c) Irrigation

i. Automatic landscape irrigation systems are to be installed throughout the Auto District Specific Plan area. An aggressive water management program using state-of-the-art technology is encouraged.

ii. Detailed landscape and automatic irrigation plans, prepared and approved by a registered Landscape Architect, shall be submitted to the City of Buena Park for review and approval. Landscape and irrigation designs and plans shall comply with applicable government standards.

iii. The automatic landscape irrigation system shall be designed to meet the peak moisture demand of all plant materials used within all landscaped areas.

iv. The automatic landscape irrigation system shall be designed and operated to prevent or minimize runoff and discharge of irrigation water onto roadways, driveways, adjacent properties and any area not under control of the user.

d) Maintenance and Preparation

Maintenance should be of high quality in accordance with established horticulture practices. Irrigation problems must be quickly resolved to assure plant survival. Prior to planting, soil must be properly prepared to assure plant survival.

The public areas along streets shall be maintained by the City or through a special maintenance association formulated for the Specific Plan Area. Property owners are responsible for the design, development, installation and maintenance of landscape areas on their site, in accordance with these requirements, and City approved landscaped plans.

7. Lighting (IN ALL SUB-DISTRICTS)

Lighting shall be twofold. It is intended to provide safety and security while at the same time providing enhanced appearance of the dealership. Any lighting shall attempt to create harmony and compatibility of architectural elements of the dealership itself. It should also attempt to achieve a sense of compatibility with the on-street lighting. Lighting shall not reflect on adjacent property or the adjacent freeway.

8. Vehicular Access and Circulation (IN ALL SUB-DISTRICTS)

Vehicular access and on-site circulation are enhanced by the installation of uniform signing that helps the customer find the appropriate driveway and parking area of the dealership. The signs should be distinctively identified for the customer with clear visual direction to the parking areas. The vehicular directional signs are intended to be street oriented and low profile. Customer parking would be encouraged within the parking pockets if created along the south side of Auto Center Drive. Directional signs for auto dealerships within Sub-Districts A1, A2, A3, and A4 shall comply with the design and size criteria of Exhibit D.

9. Vehicle Repair and Storage (IN ALL SUB-DISTRICTS)

The vehicle repair building(s) shall be composed of the same design elements as the main structure (e.g., style, color, and accent materials), compatible with the architecture of the site. Vehicles parked for repair shall be within parking areas that are screened from public view to the maximum extent feasible.

All storage areas shall be maintained in a safe and non-hazardous condition and shall provide equipment and/or facilities for fire protection and security.

10. Fencing (IN ALL SUB-DISTRICTS)

Fencing shall complement the architecture of the main building. All fences must be constructed of concrete block finished to match the building or of wrought iron. No fencing shall be permitted within the front setback for any property within the Specific Plan area. Placement and height of the wrought iron fencing shall comply with location requirements found in Chapter 19.530 and Chapter 19.528 of the Buena Park Zoning Ordinance.

11. Parking (IN ALL SUB-DISTRICTS)

Parking shall conform to Chapter 19.536 et.seq. of the Buena Park Zoning Ordinance, except for the following, which shall pertain to dealerships exclusively:

a) Tandem parking shall be permitted in display areas for both new and used vehicles, vehicle storage areas and repair areas.

b) Where the site is able to accommodate excess parking, all excess spaces may be compact spaces. Where practical, the compact spaces shall be used for employee parking and for vehicle storage in parking structures and/or parking decks.

c) On-street parking shall not be permitted along the streets in Sub-District A4 (Artesia/Firestone Boulevard and the west side of Rostrata Avenue). On- street parking may be permitted on the eastside of Rostrata Avenue since it is not a part of Sub-District 4.

12. Signs (IN ALL SUB-DISTRICTS)

A uniform sign program promoting a cohesive design, using elements of the project design shall become part of an overall program. The sign program shall conform with the commercial signage provisions of Title 19 of the City Code. Any deviation from these criteria and Title 19 must be considered via a Conditional Use Permit application.

a) Cellular or other types of telecommunication antennae, on private property, in the Auto Center District, shall be incorporated into an existing pole sign, electronic reader board, architecture of the building, landscaping motif or light standards.

13. SIGNS AT DEALERSHIP LOCATIONS ONLY

a) Dealerships are permitted the following types of permanent signs, in addition to those signs permitted within Title 19 of the City Code:

1. Banners and flags.
2. Cold air balloons.
3. Flags carrying the company logo may be placed on-site standards or light poles at the front of the site.

Banners, flags, and cold air balloons shall be maintained in good repair and

replaced when faded. Banners, flags and other colorful devices may be used to accentuate linear relationship and outdoor areas.

Balloons and banners for all other land uses in the Specific Plan area are restricted to development standards found in Section 19.912.010.H of the City of Buena Park Zoning Ordinance.

b) Corner identification pads will be installed on the corner of each dealership at the time of construction or remodeling of the facility. The purpose of the corner identification sign is to offer an additional opportunity to display a vehicle while, at the same time, providing a convenient location for a sign that further identifies the Buena Park Auto Center (see Exhibit C).

14. ELECTRONIC MESSAGE CENTER (EMC)

There are two circumstances under which dealers or developments would be permitted to install Electronic Message Center (EMC) signs. Based on a sliding scale, each dealer will be able to advertise on an EMC. The ability to place an EMC is based upon lot size or a combination of lot sizes.

a) A single dealership six (6) acres or greater in size or a retail development twelve (12) acres or greater in size may install an EMC, subject to the issuance of a Conditional Use Permit. The height of the sign would be prescribed through a balloon test, while the size of the sign would be according to industry standards to provide clear visibility and subject to the standards approved through the Conditional Use Permit.

b) Two or more dealerships with an aggregate land area of six (6) acres may install an EMC, subject to the issuance of a Conditional Use Permit. The height and location of the sign would be prescribed through a balloon test, while the size of the sign would be according to industry standards to provide clear visibility and subject to standards approved through the Conditional Use Permit. For purposes of this section, the EMC shall not be considered an off-premise sign for the second or third dealership where the sign is not located on their property.

c) Every EMC sign advertising an auto dealer or group of dealers must contain “Buena Park Auto Center” at the top of the sign.

Note:
† Amended by Ordinance No. 1487

SECTION VII: LAND USE MAP

City of
BUENA PARK

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Sent certified mail with return receipt to PO, mailed and emaile to lawyer 4/10/25

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City of Buena Park Planning Commission will hold a public hearing in the Council Chamber of the City Hall, 6650 Beach Boulevard, Buena Park, California, on **April 23, 2025 at 6:30pm** to consider the following:

PROPERTY LOCATION: 7891 Whitaker Street
ASSESSORS PARCEL NUMBER (APN): 277-052-27
GENERAL PLAN LAND USE: Commercial
ZONE: Auto Center Specific Plan (ACSP) Sub-District A-2 with a Mixed Use Overlay-60

On March 12, 2025, pursuant to Buena Park Municipal Code Section 19.132.020, the Planning Commission voted to agendize the public hearing date to April 23, 2025, to consider termination of a non-conforming motel (Coral Motel) use at 7891 Whitaker Street. At the meeting, the Planning Commission considered whether to terminate the nonconforming use operating on the property and/or declare a public nuisance.

The property owners are Balubhai G. Patel and Sardabenb Patel, 243 N. Rampart Blvd. Los Angeles, CA 90026.

All interested persons have the right to appear and be heard. If you challenge the subject action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Please submit all comments to bpplancomments@buenapark.com by 6:00 p.m. on Wednesday, April 23, 2025. The Staff Report will be available for review at the Community and Economic Development Department, Planning Division, 6650 Beach Boulevard, Buena Park, CA, prior to the meeting. Further information may be obtained by contacting Matt Foulkes, Director of Community and Economic Development Department, at (714) 562-3610 or MFoulkes@BuenaPark.com.

Any person with impairment pursuant to the Americans with Disability Act who needs special accommodations should call the Planning Division at (714) 562-3620.

If you would like to participate in the public hearing and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the Planning Division at (714) 562-3620, 48 hours prior to the meeting.

Further information may be obtained from the Planning Division at (714) 562-3620.

Harald Luna
Acting Planning Manager

I, Ruth Santos, Sr. Administrative Assistant, do hereby certify that a full and correct copy of this notice was published in the Buena Park Independent, posted at the Buena Park Civic Center, 6650 Beach Blvd., the Ehlers Event Center, 8150 Knott Avenue, and the Buena Park Library, 7150 La Palma Avenue, Buena Park, CA., and was mailed to the property owners located within a 300-foot radius of the subject property.

ATTEST: Ruth Santos DATE: April 9, 2025

PUBLISHED, POSTED AND MAILED BY: April 11, 2025
REMAIN POSTED THROUGH: April 24, 2025

City of
BUENA PARK

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

PUBLIC HEARING NOTICE

VICINITY MAP



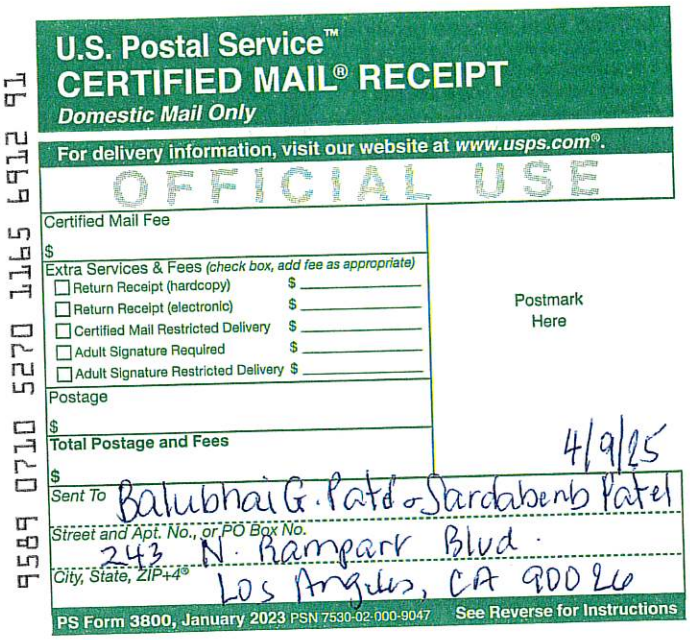
PLANNING COMMISSION

April 23, 2025 – 6:30 P.M.

Termination of Non-Conforming Use

7891 Whitaker Street

APN: 277-052-27



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

9589 0710 5270 1165 6912 91

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ _____
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- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

4/9/25

Sent To Balubhai G. Patel & Sardabenb Patel

Street and Apt. No., or PO Box No. 243 N. Rampart Blvd.

City, State, ZIP+4® Los Angeles, CA 90026

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Harald Luna
Acting Planning Manager
Buena Park Independent 4/11/2025-151988

City of BUENA PARK

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Neighborhood Improvement / Code Enforcement Division

October 17, 2024

Balubhai Gopal Patel
Vishva Patel
243 N. Rampart Blvd.
Los Angeles, CA 90026

Subject: Notice of Violation for 7891 Whitaker St., Buena Park – Coral Motel

Dear Ms. Patel:

As you know, the Neighborhood Improvement Task Force along with the Orange County Health Department, conducted an inspection at the subject property on October 3, 2024. As a result of this inspection, numerous violations were found throughout the property which must be addressed immediately. Please note that the City was unable to inspect rooms: 116, 117, 127, 129, 136, 141, 142, and 146. Please ensure that these rooms are made available for inspection when the City reinspects the property.

Exterior:

1. Maintain the landscape free of overgrown vegetation from all planters, the side yard, and rear yard.
2. Remove graffiti along the planters, exterior fire extinguisher covers, vending machine, and walls.
3. Remove the outdoor storage at the rear of the motel consisting of furniture, trash, and other miscellaneous items.
4. All locations throughout the property where there is chipped, cracked or peeling paint must be repaired and repainted.
5. Repair all areas of deteriorated wood throughout the structures. Should repair of damaged wood require replacement of a structural support member, obtain a building permit prior to removal/replacement.
6. Obtain a roofing permit to remove the existing non-compliant roofing material, repair the dry rot, termite damage, and other structural deficiencies, and replace the roofing material with a compliant material and installation.
7. Obtain a building permit to repair or replace the termite and dry rot damaged structural posts throughout the property.
8. All references to damaged windows throughout the property that cannot be repaired, will require a building permit to be replaced.
9. Remove the inoperative vehicles in the parking lot:
    a. Black sedan, no front license plate (rear plate blocked by bicycles).
    b. White Ford Truck, license #59871G2.
10. Repair the hole in the wall by the office.
11. Replace the missing fire extinguisher covers by rooms #103 and #142.

12. Repair the exposed wood from under open patio and remove the dark stains.
13. Remove the bee infestation above the front office roofline.
14. Obtain approvals/permits for damage to Maintenance Room that was struck by a vehicle.
15. Obtain the services of a licensed plumbing or mechanical contractor to verify the existing wall heaters in the units are functional. For all units with inoperative or removed wall heaters, propose a method of compliance and obtain a building permit to rectify the deficiencies.

Room 101:

1. **Immediately replace the missing smoke detector.**
2. **Immediately exterminate the cockroach infestation.**
3. Replace the missing bathroom window screen.
4. Replace broken occupancy sensor light in the kitchen.
5. Remove the storage in front of the wall heater.
6. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 102:

1. Replace the missing ceiling light cover.
2. Replace the missing bathroom window screen.
3. Obtain an electrical permit to repair the GFCI outlet in the bathroom that was painted over.
4. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 103:

1. **Immediately replace the missing smoke detector.**
2. Remove the storage in front of the wall heater.
3. Replace #0 on the door that is missing to identify the room number.
4. Obtain a building permit to repair the ceiling that has evidence of water intrusion from the roof.
5. Replace the missing kitchen and bathroom window screens.
6. Remove all appliances that are plugged in with power strips that have the potential to overload outlet.
7. Repair the leak under the kitchen sink.
8. Repair the faulty door frame and locking mechanism.
9. Repair the bathroom leak from the shower (per room occupant).
10. Replace the missing ceiling light cover.
11. Replace the cracked floor tile.
12. Repair the windows that do not close tightly (per room occupant).
13. Replace the missing electrical outlet and light switch covers.
14. Obtain a mechanical permit to replace the broken exhaust fan in the restroom (per room occupant).

Room 104:

1. **Immediately replace the missing smoke detector.**
2. **Immediately exterminate the cockroach infestation.**
3. Obtain a building permit to repair the deteriorated ceiling damaged by water intrusion and repaint.

4. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC unit that was patched.
5. Obtain an electrical permit to install a receptacle to serve the wall AC unit and remove the extension cord currently powering the unit.
6. Replace the cracked kitchen countertop.
7. Repair the damaged kitchen cabinets and paint.
8. Paint the walls throughout the room where they were patched.
9. Replace the cracked window in the bathroom.
10. Replace the missing window screens.
11. Obtain an electrical permit to replace the damaged GFCI receptacle in the bathroom.
12. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 105:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Remove the stains/mildew from the walls and ceilings, and bathroom tile.
3. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC that was patched.
4. Replace the damaged window screen frame in the bathroom.
5. Obtain a building permit to repair the deteriorated kitchen wall and under cabinet area showing evidence of water intrusion from the shower.
6. Replace the cracked mirror in the bathroom.
7. Obtain an electrical permit to install a receptacle to serve the wall AC unit and remove the extension cord powering the unit.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 106:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Replace missing wall outlet cover.
3. Obtain a building permit to repair the damaged ceiling with evidence of water intrusion
4. Repair and repaint the damaged/peeling paint in the kitchen.
5. Replace the #6 on the door that is missing to identify the room number.
6. Paint the bathroom where there is peeling paint.
7. Remove the stains from the shower tile.
8. Repair the deteriorated wall in the shower enclosure.
9. Repair the loose shower door.
10. Replace the cracked floor tile.
11. Replace the rusted shower handles.
12. Replace missing ceiling light covers.
13. Obtain a building permit to properly install the wall mounted AC unit.
14. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit and remove the unpermitted surface mounted electrical conduit installed to power the AC unit.

Room 107:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the cracked floor tile.
4. Remove the standing water in the kitchen from unknown potential leak.

5. Remove the stains from the ceiling, bathroom and kitchen walls.
6. Obtain a building permit to properly install the wall mounted AC unit.
7. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit and remove the unpermitted surface mounted electrical conduit installed to power the AC unit.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 108:

1. Repair the hole in the ceiling.
2. Repair the damaged kitchen cabinets.
3. Repair deteriorated wall in the shower enclosure.

Room 109:

1. **Immediately replace the inoperative smoke detector.**
2. Paint the bedroom door and door molding where there is peeling paint.
3. Remove the stains from the bathroom ceiling and walls.
4. Repair the damaged bedroom door.
5. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 110:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Obtain an electrical permit to properly install additional receptacles to remove numerous items plugged into power strip on the wall, creating a fire hazard.
4. Remove the stains from the tile, walls, and bathroom shower.
5. Replace the deteriorated bathroom vanity.

Room 111:

1. Obtain a building permit to repair the water damage and covered hole in the wall in the living room adjacent to the rear and sides of the shower.
2. Obtain a building permit to repair the water damage around the shower in the restroom.
3. Replace the missing ceiling light cover in the bathroom.
4. Remove the stains from the walls in the bathroom.
5. Obtain a building and electrical permit to replace the damaged service panel and relocate it outside of the restroom.
6. Remove the graffiti from the wall.
7. Replace the damaged windowpane in the bathroom.
8. Replace the faulty shower fixture.

Room 112:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the covering over the ceiling vent in the bathroom (per room occupant this vent was covered to reduce insect infestation).
4. Remove the stains from the shower.

Room 113:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the cracked floor tile in the bathroom.
4. Repair the deteriorated wall in the bathroom.
5. Remove the stains from the ceiling and walls.
6. Replace the missing ceiling light cover.
7. Remove storage in front of wall heater.
8. Obtain an electrical permit to properly install the light switch by the front door and terminate or land the exposed wiring.
9. Obtain a building permit to properly install the wall mounted AC unit.
10. Obtain a building permit to repair the water damage around the shower and address the sheet metal installed on the wall adjacent to the toilet.
11. Immediately cease the use of a substandard room for sleeping quarters.

Room 114:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the stains on the ceiling.
4. Obtain a building permit to properly install the wall mounted AC unit and repair the deteriorated wall around the AC.
5. Obtain an electrical permit to properly install the receptacle serving the AC unit.
6. Replace the damaged bathroom vanity.
7. Replace the cracked bathroom tile over the sink.
8. Remove the graffiti on the closet wall.
9. Obtain a building permit to repair the water damage along the bathroom wall and ceiling adjacent to the shower.
10. Repair the hole in the bathroom door.
11. Remove the dark stains along the shower and wall.
12. Repair the damaged front door frame and locking mechanism.
13. Replace the missing window screens.
14. Replace the missing ceiling light cover.

Room 115:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the damaged window screen frame and missing screens.
4. Obtain an electrical permit to properly replace the missing light switch in the bathroom and secure the exposed wiring.
5. Obtain a building permit to repair the deteriorated ceiling showing evidence of water intrusion.
6. Replace the missing bathroom window handle.
7. Replace the missing ceiling light cover.
8. Paint the ceiling and walls where there is peeling paint.
9. Repair the damaged front door frame and locking mechanism.
10. Obtain a plumbing permit to install a proper shower drain and cover.

Room 118:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**

2. **Immediately replace the inoperative smoke detector.**
3. Remove the cardboard from the bathroom window that blocks ventilation. (Per guest, to protect from insects).
4. Remove the stains on the ceiling, walls, and vent.
5. Obtain a building and electrical permit to relocate the subpanel existing in the restroom.

Room 119:

1. **Immediately replace the inoperative smoke detector.**
2. Remove the graffiti on the wall.
3. Replace the cracked toilet lid.
4. Repair the deteriorated walls and ceiling in the bathroom and remove stains.
6. Remove the dark stains on the walls (from possible water intrusion from Unit 118).
7. Replace damaged bathroom vanity.
8. Obtain a building permit to properly patch damaged and previously patched sections of drywall.

Room 120:

1. **Immediately replace the missing smoke detector.**
2. Obtain a building permit to repair the deteriorated walls around the window and the bathroom ceiling showing evidence of water intrusion.
3. Replace the cracked outlet plate cover.
4. Paint the walls where there is peeling paint.

Room 121:

1. **Immediately replace the missing smoke detector.**
2. Remove the stains from the ceiling.
3. Obtain a building permit to properly install the wall mounted AC unit, repair the water damage adjacent and paint the wall around the A/C that was patched.
4. Paint the walls where there is peeling paint.
5. Repair the deteriorated wall in the closet area and by the bathroom.
6. Replace the missing ceiling light cover.
7. Repair the deteriorated wall around the bathroom window.
8. Replace the broken windowpane.
9. Obtain a building permit to install a proper shower drain and cover.
10. Replace the faulty showerhead.
11. Replace the toilet seat that does not fit.
12. Repair the damaged front door frame and locking mechanism.
13. Obtain a building permit to repair the water damaged ceiling adjacent to the entry and in the closet at the backside of the shower.
14. Obtain a building permit to properly patch the holes in the wall adjacent to the restroom.

Room 122:

1. **Immediately replace the missing smoke detector.**
2. Obtain a building permit to repair the damaged ceiling and wall at the entry to the unit and throughout the unit due to possible water intrusion. Remove stains from the ceiling by the front door and the bathroom.
3. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the A/C that was patched.
4. Replace the missing ceiling light cover and faulty overhead electrical light fixture.
5. Repair the damaged front door frame and locking mechanism.

6. Remove the graffiti from the wall heater.
7. Replace the missing ceiling light cover in bathroom.

Room 123:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the missing window screens.
4. Remove the graffiti from the wall.
5. Replace the missing ceiling light covers.
6. Replace the missing AC cover.
7. Obtain an electrical permit to properly install a receptacle to serve the wall mounted AC unit.
8. Repair the damaged front door frame and locking mechanism.
9. Replace the missing showerhead fixture.
10. Repair and paint the deteriorated wall where there are stains and peeling paint inside shower.
11. Replace damaged sensor light in bathroom.
12. Replace missing outlet plate cover.
13. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 124:

1. **Immediately replace the inoperative smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the graffiti on the wall.
4. Repair the damaged door frame and locking mechanism.
5. Obtain a building permit to repair deteriorated ceiling in bathroom due to possible water intrusion.
6. Replace the broken windowpane in the bathroom.
7. Replace the missing ceiling light cover in the kitchen.
8. Replace the damaged window frame and missing screens.
9. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.
10. Replace faulty showerhead.

Room 125:

1. **Immediately take all action necessary to exterminate the cockroach infestation.**
2. Replace the missing ceiling light cover.
3. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.
4. Repair the damaged front door frame and locking mechanism.
5. Remove the graffiti from the shower tile.
6. Obtain a building permit to repair the deteriorated wall by the shower and above the bathroom window caused by possible water intrusion.
7. Replace the cracked tile above the bathroom sink.
8. Replace the missing window screens.
9. Remove paint from exhaust cover.
10. Obtain an electrical permit to properly install the receptacle installed adjacent to kitchen entry.

Room 126:

1. Repair the damaged door frame and locking mechanism.
2. Replace damaged window screen frame.
3. Obtain a building permit to repair the deteriorated wall and ceiling in the bathroom due to possible water intrusion.
4. Replace missing ceiling light cover.
5. Repair the loose floor drain cover.
6. Obtain a building permit to repair the deteriorated ceiling and walls in the kitchen due to possible water intrusion.
7. Replace the missing ceiling light cover in the kitchen.
8. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 128:

1. Replace the missing window screens.
2. Replace the missing ceiling light cover.
3. Obtain a building permit to repair the deteriorated kitchen walls and address prior evidence of repairs without permits to the ceiling.
4. Remove the stains from the walls and ceiling in the bathroom.
5. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Room 130:

1. Repair the damaged front door frame and locking mechanism.
2. Remove the stains from the bathroom walls and ceiling.
3. Replace the broken windowpane.
4. Replace the missing drain cover.
5. Replace the missing window screen.
6. Remove the graffiti from the wall.

Room 131:

1. **Immediately replace the missing smoke detectors.**
2. Replace the damaged window screen frame and missing window screens.
3. Replace the missing ceiling light covers.
4. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC that was patched.
5. Replace the missing cabinet door in the kitchen.
6. Remove the stains from the ceiling vent.
7. Replace the missing floor drain cover.
8. Remove the stains in the shower tile and wall.
9. Damaged front door frame and locking mechanism.
10. Obtain a building permit to repair deteriorated ceiling due to potential water intrusion.
11. Obtain a plumbing permit to remove and cap the unpermitted gas line at the range in the kitchen.

Single Family House:

1. **Immediately replace the missing smoke detectors.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Paint the doors and walls where there is peeling paint.

4. Obtain a building permit to repair the water damaged wall by the bathroom.
5. Replace the missing toilet bowl lid.
6. Replace the missing window screens and window handles.
7. Replace the missing electrical outlet cover.
8. Replace the cracked shower tile.
9. Obtain a building permit to complete repairs or demolition of the patio cover that was started in 2015. Areas inside this patio cover are finished with materials not suitable for exterior rated construction and the ceiling is unfinished, exposing electrical wiring and framing to damage.
10. Obtain a building permit to properly install the wall mounted AC unit and paint the wall around the AC unit that was patched.
11. The City was not able to inspect the garage. Please ensure that this area is made available at the time of reinspection.

Office/ Living Quarters:

1. **Immediately replace the missing smoke detectors in hallway and bedrooms.**
2. Replace damaged sensor light.
3. Paint the walls where there is peeling paint.
4. Obtain a building permit to properly install the wall mounted AC units and paint the patched areas around the A/C units.
5. Obtain an electrical permit to properly install a receptacle to serve the AC units.
6. Replace the missing ceiling light covers in the bathroom, bedrooms and hallway.
7. Replace the missing window screens.
8. Obtain a building permit to repair the water damaged wall by the tub.
9. Obtain a building permit to repair the bathroom ceiling that is cracked and has peeling paint due to water intrusion.
10. Remove the dark stains from the bathtub.
11. Remove the newspaper that is covering vent.
12. Replace the missing vent cover.
13. Replace the damaged tub faucet.
14. Obtain a building permit to properly install the conduit bringing data lines into the IT area of the office.
15. Obtain a building permit to remove the unused, open ducting in the office.
16. Obtain a building permit to patch all holes in the exterior walls of the office.
17. Obtain a building permit to properly install the soffit installed in the living room for low voltage wiring and other data as well as address the patch work in ceiling adjacent to office door in living room.
18. Obtain a building permit to demolish false wall in hallway.

Room 132:

1. **Immediately replace the missing smoke detector.**
2. Replace the missing ceiling light covers.
3. Remove the stains from the ceiling.
4. Obtain a building permit to repair the water damaged wall by the shower.
5. Replace the missing overflow tub stopper.
6. Repair the loose light switch in the bathroom.
7. Replace the torn window screen in the bathroom.
8. Repair the loose toilet.
9. Paint the walls where there is peeling paint.
10. Replace the missing electrical outlet cover.

11. Remove non-compliant entry ramp to the unit.

Room 133:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti from the walls and door.
3. Remove the dark stains from all walls and ceiling.
4. Replace the missing ceiling light cover.
5. Replace the missing window screen in the bathroom.
6. Repair the damaged bathroom door molding.
7. Obtain a building permit to repair the deteriorated wall adjacent to the shower.

Room 134:

1. **Immediately replace the missing smoke detector.**
2. Repair the holes in the wall near the television.
3. Replace the missing outlet cover by the bed and in the bathroom.
4. Obtain a building permit to repair the water damaged wall by the shower.
5. Repair the holes in the bathroom door.
6. Replace the cracked bathroom mirror.
7. Remove the graffiti from the walls.
8. Replace the missing bathroom window screen.
9. Replace the missing overflow tub stopper.
10. Repair the damaged door frame and locking mechanism.
11. Replace the missing ceiling light cover.
12. Replace the cracked light switch cover.
13. Replace the missing outlet cover plate in the bathroom.

Room 135:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti on the wall and the mirror.
3. Paint where there are areas of patched walls.
4. Replace the missing AC cover.
5. Replace the missing ceiling light cover.
6. Obtain a building permit to repair the water damaged wall by the tub.
7. Replace the missing window screen.
8. Repair the damaged front door frame and locking mechanism.

Room 137:

1. **Immediately replace the missing smoke detector.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Remove the stains from the walls, bathtub, and toilet.
4. Secure the loose coaxial cable and cover.
5. Repair the loose sensor lights in the bathroom.
6. Replace missing window screen.

Room 138:

1. **Immediately replace the missing smoke detector.**
2. Remove the graffiti from the picture frame, TV, and walls.
3. Replace the missing ceiling light covers.
4. Replace the missing and torn window screens.
5. Remove the stains around the tub.

6. Obtain a building permit to repair the water damaged wall around the tub.
7. Paint the walls where there is peeling paint and patched.
8. Replace sensor light with missing cover.

Room 139:

1. **Immediately replace the missing smoke detector.**
2. Paint the walls where there patched.
3. Remove the graffiti from the walls.
4. Obtain a building permit to repair the deteriorated wall around tub.
5. Replace the missing window screen.
6. Replace the missing overflow tub stopper.
7. Obtain a building permit to properly install the wall mounted AC unit.

Room 140:

1. Replace the cracked mirror in the bathroom.
2. Repair the hole in the bathroom door and cracked door molding.
3. Replace the missing window screen.
4. Obtain a building permit to repair the water damaged wall around the toilet.
5. Replace the faulty showerhead.
6. Replace the missing tile in the bathtub.
7. Remove the graffiti from the wall.
8. Repair the damaged front door frame and locking mechanism.
9. Paint walls that are patched.

Room 143:

1. Repair the damaged front door molding and locking mechanism.
2. Remove the stains from the walls, closet, bathroom ceiling, and bathtub.
3. Replace the broken window in the bathroom.
4. Replace the missing window screen.
5. Remove the graffiti from the wall.

Room 144:

1. **Immediately replace the missing smoke detector.**
2. Replace the missing floor molding (from the removed wall heater).
3. Replace the broken bathroom window.
4. Paint the walls in the bathroom and the front door that are patched.
5. Replace the missing bathroom mirror.
6. Repair the loose toilet.
7. Repair the loose toilet paper holder.

Room 145: Incomplete inspection due to room spray for roaches

1. **Immediately replace the missing smoke detectors.**
2. **Immediately take all action necessary to exterminate the cockroach infestation.**
3. Replace the missing ceiling light cover.
4. Obtain a building permit to repair the water damaged walls around the accessible tub.

Room 147:

1. **Immediately repair the inoperative smoke detector.**
2. Repair the damaged door frame and locking mechanism.
3. Repair the faulty ceiling light.

4. Replace the missing ceiling light cover.
5. Remove the stains on the walls.
6. Obtain a building permit to repair the water damaged wall by the tub.
7. Replace the missing window screen.
8. Replace the missing outlet cover plate.

Laundry Room:

1. Replace the broken window.
2. Obtain the services of a licensed plumber to verify the integrity and working order of the water heater in the laundry room. Damage visible to water piping and unable to verify if the water heater is designed to be placed directly on the floor. Vent does not appear to run continuously through the roof.
3. A building/plumbing permit may be required to replace the water heater.

Storage Room:

1. Obtain a building permit to repair the vehicle impact damage to the exterior wall of the storage room. A licensed, California registered design professional will need to prepare the plans for submittal.

This is an official notice that will serve as your first notice to abate the violation(s). A re-inspection is scheduled on **November 19, 2024, at 10:00 a.m.** to ensure all corrections/repairs have been completed.

If you would like to discuss any of the violations or corrections referenced in this notice, please feel free to contact me at (714) 562-3627. Thank you for your cooperation and prompt attention to this matter.

Sincerely,

Ernestine Zapien
Code Enforcement Officer
EZ: sd

C.C. Coral Motel
7891 Whitaker St.
Buena Park, CA 90620

City of Buena Park
Administrative Citation Hearing Order

Hearing Date: April 21, 2025. Case Number: CE24-2047

Citations: BP10521 1-30-25

BP10522 2-6-25

Property: Coral Motel

Property Address: 7891. Whitaker St, Buena Park, CA 90621

Property Owners: The Patel Family Trust, Balubhai G. Patel, Trustee

Represented (as of February 6, 20250 by: Law Offices of Frank A. Weiser

3470 Wilshire Blvd, Ste 614

Los Angeles, CA 90010

Independent Hearing Officer: John Van Doren

Persons Attending: Community Development Director Matt Foulkes
Code Enforcement Officer Fred Guzman
City Attorney Greg Palmer
Property Owners Balubhai and Vishva Patel
Property Owners' Attorney Frank A Weiser

Proceedings:

On April 21, 2025 before me, Independent Hearing Officer John Van Doren, appeared City of Buena Park ("City") represented by Attorney Greg Palmer, Community Development Director Matt Foulkes, Code Enforcement Officer Fred Guzman, as well as the property owners and their counsel Frank Weiser.

Prior to direct examination, Mr. Weiser brought up the Haas case, and made a motion for me to revise myself over the "appearance of bias". Counsel for the City raised objections, and I responded, overruled Mr. Weiser's motion, and proceeded to hear the requested appeal.

Through direct examination, the City presented testimony and photographic evidence regarding the existence of violations of many Buena Park Municipal Code Sections 15.100.010 adopting these sections of the 2021 International Property Maintenance Code Sections 304.1, 304.2, 304.13, 304.14, 305.1, 305.6, 308.1, 309.1, and California Building Code Section 907.211.1 Group 12-1, with clear language spelling out the violations and corrective actions required by specified dates.

Although not brought up on initial written appeal, this satisfied the City's obligation to include specific violations in the citations issued.

Appellants' counsel cited case law regarding inspections in alleged violation of California and US Constitutions forbidding unreasonable "warrantless" searches. However, in this case, inspections are allowed by those same statutes whenever and wherever consent is given. It is confirmed in the administrative record that the property owners gave express permission for all inspections up to and including February 12, 2025, and instructed City Staff to work with appellants' staff to facilitate the inspections in their absence, and to communicate required corrective actions to be taken.

Findings:

Having considered all evidence and arguments presented by all parties, I hereby find as follows:

1. Violations of the above-enumerated Buena Park Municipal Code Sections have existed on the Subject Property.
2. Notices of Violation and Administrative Citations have not achieved compliance.
3. Administrative Citations BP10521 BS BNP10522 are upheld.

NOTE: Although discussed and denied during the hearing, the administrative record shows that a third administrative citation BP10523 for $500 was indeed issued on 2-13-25 with "pink copy given to S Davis". This citation was neither paid nor appealed and is not subject to this hearing order.

Order: Accordingly, I hereby order as follows:

A. Property Owners shall
   Within Ten (10) calendar days of this order, pay any unpaid fines.
   Within Thirty (30) calendar days of this letter, complete all repairs of previously noticed structurally damaged areas, and remove all inoperative vehicles.
   Within Sixty (60) calendar days of this letter, arrange—in consultation with appellants' and City counsel as appropriate—for a complete interior and exterior inspection in order to facilitate bringing the property into full compliance with all Buena Park Municipal Codes, including Zoning and Property Maintenance.

B. Failure to achieve voluntary abatement will lead to the City's further enforcement which may include Summary Abatement by the City.

C. Property Owners are liable for the City's fines, fees, costs, and expenses incurred in bringing the property into compliance; Property Owners shall remit full repayment within Sixty (60) days of issuance of City invoices for such fines, fees, costs, and expenses.



John C Van Doren
Independent Hearing Officer

April 29. 2025
Date

Calls for 7891 Whitaker Ave; Coral Motel
1/1/2014 - 11/4/2024

Total	1,237
CHECK ON THE WELFARE	124
PATROL CHECK	101
DISRUPTIVE SUBJECT	90
ASSIST OTHER AGENCY	84
PED CHECK	66
FAMILY FIGHT	61
TRAFFIC STOP	59
KEEP THE PEACE	47
CITIZEN ASSIST	44
BUSINESS ASSIST	39
REGISTRANT	28
SUSPICIOUS VEHICLE OCCUPIED	28
SUSPICIOUS VEHICLE UNOCCUPIED	26
VEHICLE STORAGE	22
SUSPICIOUS CIRCS	19
BIKE CHECK	18
DISTURBANCE OF PEACE	18
INFORMATION	16
PETTY THEFT	16
FLAG DOWN	15
SUSPICIOUS SUBJECT	15
BUSINESS CHECK	14
UNKNOWN TROUBLE	14
MEDICAL AID	12
PROBATION SEARCH	11
BATTERY J/O	10
TRANSIENT	10
STAKE OUT	9
INCOMPLETE 911	8
INSPECTION	8

STOLEN VEHICLE	8
DISTURBING FIREWORKS	7
MISSING ADULT	7
PARKING VIOLATION	7
SPOUSAL ABUSE J/O	7
STOLEN VEHICLE RECOVERY	7
HOME VISIT	6
LOST/STOLEN	6
SUICIDE THREATS	6
CHILD ABUSE	5
DRUGS	5
FOOT PATROL	5
RAPE	5
SPOUSAL ABUSE	5
VANDALISM	5
WARRANT SERVICE	5
DEAD BODY	4
FOUND PROPERTY	4
RV PARKING VIOLATION	4
SPOUSAL ABUSE NOW	4
BATTERY	3
GRAND THEFT	3
MENTAL PERSON	3
MISSING JUVENILE	3
NEIGHBOR DISPUTE	3
SHOTS HEARD	3
SUSPICIOUS ACTIVITY	3
TRESPASSING	3
VEHICLE BURGLARY	3
ABANDONED VEHICLE	2
ASSAULT	2
ASSAULT W/DEADLY WEAPON	2
ATTEMPT SUICIDE	2

BATTERY NOW	2
BURGLARY, MISC	2
DRUNK DRIVER	2
DUTYMAN CALL OUT	2
FIGHT NOW	2
FIRE	2
INJURED ANIMAL	2
INJURY T/C	2
NON-INJURY T/C	2
ROBBERY J/O	2
SEARCH WARRANT	2
SEXUAL BATTERY	2
STOLEN VEHICLE JUST OCCURRED	2
THREATS	2
7 DAYS PARKING PERMIT	1
ARSON	1
COMMERICIAL BURGLARY	1
COURT ORDER VIOLATION	1
COURT ORDER VIOLATION J/O	1
DISRUPTIVE GROUP	1
DRUNK IN PUBLIC	1
FOLLOW-UP INVESTIGATION	1
FOOT PURSUIT	1
HIT AND RUN	1
HIT AND RUN PARKED VEHICLE	1
HIT AND RUN PARKED VEHICLE J/O	1
INJURY HIT AND RUN	1
LEWD CONDUCT	1
MAN W/ GUN	1
MAN W/ GUN J/O	1
MESSAGE DELIVERY	1
MISUSE OF 911	1
PAROLE SEARCH	1

PETTY THEFT J/O	1
PRIVATE PROPERTY T/C	1
PROSTITUTION	1
ROBBERY PERSON J/O	1
STOLEN VEHICLE OCCUPIED	1
SUBJECT SPLITTING	1
SUICIDE	1
TRAFFIC HAZARD	1
TRANSFERRED 911 CALL	1
VEHICLE BURGLARY J/O	1
VEHICLE TAMPERING	1

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
24-41680	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#104	11/4/2024 9:58:54AM
24-39691	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#104	10/20/2024 10:19:44PM
24-38657	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; ** BB GUN**	10/13/2024 5:32:16AM
24-37993	415NAB	NEIGHBOR DISPUTE	7891 WHITAKER ST; CORAL MOTEL; #121	10/8/2024 10:10:43AM
24-37033	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	10/1/2024 10:15:50AM
24-36791	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM #143	9/29/2024 7:06:11AM
24-36409	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/26/2024 9:01:42AM
24-35585	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; E/O	9/20/2024 12:56:32AM
24-34791	261	RAPE	7891 WHITAKER ST; CORAL MOTEL;#142;STA CALL	9/14/2024 1:32:05AM
24-34183	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; VIA RAPID DEPLO`	9/9/2024 9:50:19AM
24-34070	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#120	9/8/2024 3:00:14AM
24-33959	417J	MAN W/ GUN J/O	7891 WHITAKER ST; CORAL MOTEL;#141	9/7/2024 2:23:11AM
24-33464	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	9/3/2024 10:26:31AM
24-33344	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/2/2024 9:45:24AM
24-33204	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/1/2024 7:58:25AM
24-32573	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	8/27/2024 10:14:49AM
24-31841	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	8/21/2024 10:46:39AM
24-30759	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	8/13/2024 7:53:57AM
24-30666	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;FD ENRT	8/12/2024 11:34:19AM
24-29774	586	PARKING VIOLATION	7891 WHITAKER ST; A/F	8/5/2024 4:56:41PM
24-29723	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	8/5/2024 8:10:12AM
24-29412	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; WHIT	8/2/2024 2:27:39PM
24-29270	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	8/1/2024 10:41:18AM
24-28696	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #27	7/27/2024 7:37:35PM
24-28125	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	7/23/2024 5:49:02PM
24-27976	CITAST	CITIZEN ASSIST	7891 WHITAKER ST;CORAL MOTEL;#121;RECALL	7/22/2024 4:45:23PM
24-27941	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;RM 121	7/22/2024 11:57:18AM
24-27821	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	7/21/2024 1:37:49PM
24-27643	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#127;	7/20/2024 12:07:06AM
24-26988	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	7/14/2024 10:20:17PM
24-26775	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	7/13/2024 8:59:44AM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
24-25875	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/7/2024 9:38:10AM
24-25556	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL	7/5/2024 12:10:36AM
24-25551	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL	7/5/2024 12:02:11AM
24-25262	PC	PATROL CHECK	7891 WHITAKER ST; RAPID DEPLOY	7/3/2024 10:14:33PM
24-25079	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/2/2024 9:59:16PM
24-25021	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#120	7/2/2024 2:01:45PM
24-23477	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	6/22/2024 10:19:10PM
24-22416	417	MAN W/ GUN	7891 WHITAKER ST; CORAL MOTEL;ACD SIDE	6/15/2024 12:42:43PM
24-21980	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #113	6/12/2024 12:28:06PM
24-21676	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL; #111	6/10/2024 9:35:29AM
24-21615	459	BURGLARY, MISC	7891 WHITAKER ST; CORAL MOTEL;#144	6/9/2024 9:00:00AM
24-21330	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;#120;PRIOR 415	6/7/2024 4:48:04PM
24-20864	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #138	6/4/2024 1:02:22PM
24-20477	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/1/2024 11:03:46AM
24-19636	901T	INJURY T/C	7891 WHITAKER ST; CORAL MOTEL; IFO	5/26/2024 12:38:59PM
24-19027	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #141	5/22/2024 1:59:09PM
24-18930	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;RM 137 OR 140	5/21/2024 5:47:36PM
24-18877	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL ; #122	5/21/2024 11:26:35AM
24-17405	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/10/2024 3:43:32AM
24-17143	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL; #130; 907K	5/8/2024 11:46:50AM
24-17080	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/8/2024 2:30:00AM
24-16998	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #120	5/7/2024 1:06:46PM
24-16264	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/2/2024 12:26:30AM
24-15828	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; MAIN OFFICE; 919	4/29/2024 2:18:36AM
24-15752	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#127	4/28/2024 10:54:18AM
24-15522	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL;OFF ACD	4/26/2024 6:10:02PM
24-15496	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;RM 110;87 AT OFFI	4/26/2024 2:03:05PM
24-15325	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	4/25/2024 8:27:25AM
24-14900	917A	ABANDONED VEHICLE	7891 WHITAKER ST; CORAL MOTEL; IFO ON WHITAKER	4/21/2024 5:42:42PM
24-14704	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #UNK; VIA RAPID D	4/19/2024 6:39:22PM
24-14278	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/16/2024 9:39:36AM
24-13789	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #120	4/12/2024 2:41:30PM
24-13592	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL; IFO	4/11/2024 8:24:29AM
24-12475	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; #117 & #120	4/3/2024 9:55:11AM
24-12410	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #123	4/2/2024 7:11:34PM
24-12372	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #123	4/2/2024 1:22:09PM
24-12366	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	4/2/2024 12:48:03PM
24-12362	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	4/2/2024 12:07:33PM
24-12080	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#127	3/30/2024 7:04:06PM
24-12065	917A	ABANDONED VEHICLE	7891 WHITAKER ST; CORAL MOTEL; IFO ON WHITAKER	3/30/2024 3:48:52PM
24-11914	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/29/2024 8:54:51AM
24-11798	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	3/28/2024 9:47:28AM
24-11605	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; IFO ON WHITAKER	3/26/2024 10:45:42PM
24-11151	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; IFO	3/23/2024 1:54:23AM
24-10997	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; OFF OF WHITAKEF	3/21/2024 6:23:27PM
24-09315	451	ARSON	7891 WHITAKER ST; CORAL MOTEL	3/8/2024 12:58:08AM
24-07930	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/27/2024 10:39:58AM
24-06770	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL;#143	2/17/2024 11:43:35PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
24-06230	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/14/2024 10:36:55AM
24-05868	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#143 OR #144	2/11/2024 10:50:24PM
24-05399	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	2/8/2024 11:40:57AM
24-05302	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/8/2024 2:47:12AM
24-04580	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/2/2024 11:32:04AM
24-04375	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/1/2024 8:20:18AM
24-03473	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/26/2024 9:48:20AM
24-03323	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; RM # 142	1/25/2024 11:42:43AM
24-03311	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/25/2024 10:43:46AM
24-03165	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL ; #104 ;OC SOC SV	1/24/2024 10:39:27AM
24-02894	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/22/2024 11:28:08PM
24-02555	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#127;415FAM	1/19/2024 11:35:02PM
24-01856	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/15/2024 7:19:02AM
24-01768	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/14/2024 11:20:30AM
24-01351	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	1/11/2024 1:35:53PM
24-01065	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/9/2024 1:52:23PM
23-44238	CITAST	CITIZEN ASSIST	7891 WHITAKER ST;CORAL MOTEL;REF 920J;VIA T21	12/29/2023 8:10:50PM
23-44178	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL	12/29/2023 11:06:33AM
23-44077	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/28/2023 3:14:01PM
23-43595	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL;87 W/RP RM 120;PC	12/24/2023 6:19:27PM
23-43112	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#106	12/20/2023 5:16:35PM
23-42712	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL;RM 133;FD ENRT	12/17/2023 4:34:05AM
23-42500	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #120	12/15/2023 10:26:27AM
23-42391	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL;#120; VIA T21	12/14/2023 3:10:05PM
23-42158	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; A/F ON WHITAKER	12/12/2023 8:53:49PM
23-41952	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE; F	12/11/2023 4:44:30AM
23-41922	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;RM 104;SEPERATE	12/10/2023 8:44:23PM
23-40249	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL; RECALL	11/26/2023 8:28:54PM
23-40236	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;PLOT	11/26/2023 6:07:11PM
23-38865	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; IFO	11/14/2023 3:58:08PM
23-38419	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;RM 103;PARKING L	11/10/2023 7:49:20PM
23-37388	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#125	11/1/2023 5:50:08PM
23-35867	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL	10/19/2023 2:19:42PM
23-35323	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	10/15/2023 9:13:26PM
23-34789	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	10/11/2023 9:26:02PM
23-34188	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL;#139	10/7/2023 3:29:52PM
23-34058	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	10/6/2023 12:51:05PM
23-33973	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #UNK; VIA RAPID D	10/5/2023 1:20:36PM
23-31296	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL;ON ACD SIDE	9/15/2023 12:51:02PM
23-31255	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	9/15/2023 4:08:38AM
23-30892	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #132	9/12/2023 9:39:26AM
23-30858	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#127	9/11/2023 11:16:09PM
23-30772	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; POSS	9/11/2023 8:53:26AM
23-29335	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #147	8/30/2023 11:38:29AM
23-29001	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	8/27/2023 2:15:17PM
23-28836	901T	INJURY T/C	7891 WHITAKER ST; CORAL MOTEL;IFO	8/26/2023 8:11:41AM
23-26558	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	8/8/2023 1:33:59AM
23-24993	273.5	SPOUSAL ABUSE	7891 WHITAKER ST; CORAL MOTEL; CTSY RPT	7/26/2023 11:02:41AM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
23-24162	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#115	7/20/2023 3:19:28AM
23-23513	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL;A/F	7/14/2023 11:34:23PM
23-23151	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	7/12/2023 1:51:44AM
23-22965	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; STA CALL	7/10/2023 5:01:56PM
23-22621	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #142; 87 @ CHEVR	7/7/2023 8:32:32PM
23-21992	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	7/4/2023 7:36:10AM
23-21959	902M	MEDICAL AID	7891 WHITAKER ST;PLOT;FD ENRT	7/3/2023 10:23:40PM
23-18918	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; E/O	6/10/2023 12:25:32AM
23-17784	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL; #139	6/1/2023 11:56:50AM
23-15415	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;A/O	5/13/2023 6:04:08PM
23-15407	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	5/13/2023 5:21:28PM
23-13889	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #136; OC PROBATI	5/1/2023 6:53:52AM
23-10590	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#120	4/3/2023 8:49:35PM
23-07558	459C	COMMERICIAL BURGLARY	7891 WHITAKER ST; CORAL MOTEL;DELAY	3/9/2023 1:29:06PM
23-06498	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	2/28/2023 7:56:25AM
23-03816	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #117	2/5/2023 6:41:33PM
23-02074	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;RM 111;FD ENRT	1/21/2023 12:50:25AM
23-01260	273.5	SPOUSAL ABUSE	7891 WHITAKER ST; CORAL MOTEL; #134;907K	1/13/2023 10:25:23AM
23-00650	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/7/2023 12:02:05PM
22-41085	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL	12/28/2022 1:17:11PM
22-40792	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #128	12/25/2022 1:40:10PM
22-40138	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #127	12/19/2022 12:40:42AM
22-39233	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL; #136; POSS	12/10/2022 10:37:38PM
22-38986	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;UNK ROOM #	12/8/2022 4:50:24PM
22-38508	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #134	12/4/2022 12:45:51AM
22-35821	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL; #132	11/7/2022 1:41:20AM
22-35491	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #141	11/3/2022 3:45:13PM
22-33421	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#106	10/16/2022 11:31:05AM
22-33301	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; VIA RAPID	10/15/2022 5:55:07AM
22-32497	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; # 142	10/8/2022 1:03:35PM
22-31897	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #106	10/3/2022 10:37:01AM
22-31829	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #128	10/2/2022 2:40:42PM
22-31745	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL	10/1/2022 8:27:44PM
22-30519	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	9/22/2022 3:33:42PM
22-30225	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#106	9/20/2022 11:29:42AM
22-28788	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #147	9/8/2022 12:47:25AM
22-28655	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#130	9/7/2022 1:19:02AM
22-28510	902M	MEDICAL AID	7891 WHITAKER ST;RM 135;FD ENRT	9/5/2022 8:12:56PM
22-27834	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #142	8/31/2022 5:13:25PM
22-27017	HV	HOME VISIT	7891 WHITAKER ST; CORAL MOTEL; #102	8/25/2022 11:20:50AM
22-26230	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	8/19/2022 4:47:54AM
22-24432	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #128	8/4/2022 10:14:15AM
22-24087	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; IFO	8/1/2022 8:35:06AM
22-23745	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/29/2022 9:35:33AM
22-23454	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	7/27/2022 12:05:28AM
22-23134	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;RECALL;T21	7/24/2022 1:03:34PM
22-23130	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	7/24/2022 12:43:46PM
22-22950	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	7/23/2022 12:06:22AM

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22-22340	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL;#139	7/17/2022 2:39:45PM
22-22083	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;RM 133	7/15/2022 12:17:34PM
22-21491	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL;#145	7/10/2022 11:08:41AM
22-21228	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST;IFO	7/8/2022 2:01:28PM
22-21146	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#119	7/7/2022 4:33:42PM
22-20805	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL; DEAD END OF MTI	7/4/2022 11:05:16PM
22-20122	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/30/2022 11:02:42PM
22-20065	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #140	6/30/2022 11:58:07AM
22-19532	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#134	6/26/2022 12:27:43PM
22-19377	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	6/25/2022 6:08:48AM
22-18764	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;TEXT TO 911	6/20/2022 6:06:02AM
22-18762	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 104;87 W/RP A	6/20/2022 5:31:02AM
22-18550	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL; #143	6/18/2022 10:19:19AM
22-17941	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL/STA CALL	6/13/2022 9:50:12AM
22-16025	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	5/27/2022 10:53:23PM
22-14603	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	5/16/2022 7:33:14AM
22-13660	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	5/8/2022 11:43:39AM
22-13636	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #141	5/8/2022 2:14:33AM
22-12806	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #126	4/30/2022 1:31:01PM
22-12079	459VJ	VEHICLE BURGLARY J/O	7891 WHITAKER ST; CORAL MOTEL;P/LOT	4/24/2022 1:40:15PM
22-12023	602L	TRESPASSING	7891 WHITAKER ST; CORAL MOTEL;POSS H&S	4/23/2022 11:38:26PM
22-12005	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	4/23/2022 8:39:07PM
22-11566	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/20/2022 12:08:43AM
22-11556	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	4/19/2022 10:03:56PM
22-11276	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL;#113	4/17/2022 12:15:58PM
22-10935	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL;IFO;CKWELF	4/14/2022 3:57:49PM
22-10433	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #117	4/10/2022 12:57:48AM
22-10315	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; POSS #117; RECAI	4/8/2022 11:05:39PM
22-10306	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #17 OR #18	4/8/2022 9:22:37PM
22-10033	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL;UNK #	4/6/2022 7:38:03PM
22-08280	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; IFO ON WHITAKER	3/22/2022 10:59:02AM
22-07496	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL;A/OF	3/14/2022 6:51:36PM
22-06912	245	ASSAULT W/DEADLY WEAPON	7891 WHITAKER ST; CORAL MOTE; #142; 87 R/O BPPD	3/8/2022 11:18:18PM
22-06027	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 103	3/1/2022 10:56:45AM
22-05827	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL;#141	2/27/2022 6:41:16PM
22-05756	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #133	2/27/2022 6:56:29AM
22-04974	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; ACD	2/20/2022 2:58:13AM
22-03906	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	2/10/2022 12:01:59PM
22-03029	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	2/1/2022 10:56:31AM
22-02353	RV	RV PARKING VIOLATION	7891 WHITAKER ST; CORAL MOTEL; R/O	1/26/2022 12:45:12PM
22-02191	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;RM 144	1/25/2022 12:03:51AM
22-02180	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/24/2022 9:57:02PM
22-02148	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#144	1/24/2022 1:51:14PM
22-02118	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#144;**KNIFE** INV	1/24/2022 8:32:55AM
22-01512	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	1/18/2022 12:44:29AM
22-01496	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL;ACD SIDE	1/17/2022 10:01:01PM
22-01414	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL	1/16/2022 10:01:35PM
22-00163	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#109;FD	1/2/2022 7:30:56PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
21-42382	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	12/16/2021 1:05:36PM
21-40781	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; UNK RM #	11/30/2021 12:58:43AM
21-40631	920A	MISSING ADULT	7891 WHITAKER ST; CORAL MOTEL; #134	11/28/2021 3:07:03AM
21-39272	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; PLOT	11/14/2021 7:56:54PM
21-39073	503J	STOLEN VEHICLE JUST OCCURR	7891 WHITAKER ST; CORAL MOTEL; #140	11/12/2021 10:58:44PM
21-37914	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;P/LOT	11/2/2021 7:00:15AM
21-35849	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #140; FD	10/17/2021 3:51:19AM
21-34872	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #122	10/8/2021 10:56:10PM
21-34756	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #101; POSS 920AF	10/7/2021 10:30:12PM
21-34375	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL#106;907K	10/4/2021 3:37:50PM
21-33913	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	9/30/2021 8:50:58PM
21-32212	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; RM #140/KNOCK &	9/16/2021 11:12:44AM
21-31860	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL; ACD SIDE	9/13/2021 5:13:06AM
21-31429	FOOT	FOOT PURSUIT	7891 WHITAKER ST; CORAL MOTEL	9/9/2021 2:22:24PM
21-29997	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;FD	8/29/2021 12:09:52PM
21-28965	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	8/21/2021 2:10:36PM
21-28540	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	8/17/2021 3:35:39PM
21-28527	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL	8/17/2021 12:33:18PM
21-28353	SPLIT	SUBJECT SPLITTING	7891 WHITAKER ST; CORAL MOTEL	8/15/2021 6:41:51PM
21-28227	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL ; STA RPT	8/14/2021 4:56:12PM
21-27133	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #134; FD 97; POSS	8/5/2021 10:01:11AM
21-26496	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#102	7/30/2021 7:52:40PM
21-26475	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	7/30/2021 5:13:28PM
21-26117	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;STA CALL	7/27/2021 6:52:00PM
21-26077	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL;RM 142;STA	7/27/2021 12:41:10PM
21-25902	503J	STOLEN VEHICLE JUST OCCURR	7891 WHITAKER ST; CORAL MOTEL; #141	7/25/2021 9:20:10PM
21-25600	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL;AUTO CENTER SID	7/23/2021 1:41:36PM
21-25421	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	7/22/2021 1:49:55AM
21-25420	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL;#139;RECALL	7/22/2021 1:03:47AM
21-25409	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	7/21/2021 11:37:19PM
21-24753	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL;P/LOT	7/16/2021 7:32:55PM
21-24752	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL; P/LOT	7/16/2021 7:32:27PM
21-23383	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	7/6/2021 7:55:00AM
21-23382	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	7/6/2021 7:51:47AM
21-22939	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; S/S	7/3/2021 9:59:22PM
21-22606	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; #118; SEPERATED	7/2/2021 10:31:49AM
21-22500	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #145	7/1/2021 2:31:43PM
21-22313	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#136; FD 97	6/30/2021 10:10:17AM
21-21762	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL; #117	6/25/2021 11:15:12PM
21-21545	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; R/OF	6/24/2021 12:00:22PM
21-21472	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #118; **KNIFE**	6/23/2021 9:03:20PM
21-20868	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #134; FD	6/19/2021 1:24:58PM
21-20675	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; C4	6/18/2021 9:31:04AM
21-18851	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	6/4/2021 10:58:29AM
21-18845	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	6/4/2021 9:46:21AM
21-18844	586	PARKING VIOLATION	7891 WHITAKER ST	6/4/2021 9:32:42AM
21-18374	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; RM 130	5/31/2021 7:03:00PM
21-17833	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL; STA RPT	5/27/2021 12:54:25PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
21-17528	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL;#128;IFO	5/25/2021 4:35:06AM
21-16680	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	5/18/2021 11:48:35AM
21-16423	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#137	5/16/2021 5:17:05AM
21-15843	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; #146	5/12/2021 1:18:46AM
21-15741	RV	RV PARKING VIOLATION	7891 WHITAKER ST	5/11/2021 8:54:40AM
21-14375	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	4/30/2021 12:48:48AM
21-14187	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;POSS 451	4/28/2021 1:32:18PM
21-13507	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL; STA RPT	4/22/2021 12:56:21PM
21-12981	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; ON WHITAKER; PC	4/17/2021 1:57:15PM
21-12625	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL; #134	4/14/2021 2:53:52PM
21-11970	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM #128;POSS 92(	4/8/2021 9:59:56PM
21-11729	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; RM 136	4/6/2021 9:39:50PM
21-11402	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	4/3/2021 8:33:22PM
21-10692	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	3/29/2021 11:37:58AM
21-10599	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	3/28/2021 2:48:23PM
21-10268	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	3/25/2021 11:06:24PM
21-10087	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; #118	3/24/2021 2:57:21PM
21-09881	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL; #142	3/22/2021 7:16:06PM
21-09208	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; OFF ACD	3/16/2021 10:52:46PM
21-08621	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE; F	3/11/2021 3:00:07PM
21-08417	WARSVC	WARRANT SERVICE	7891 WHITAKER ST; CORAL MOTEL; RM#136	3/9/2021 8:03:58PM
21-08410	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	3/9/2021 6:35:54PM
21-07935	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/5/2021 7:31:56PM
21-07730	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST; CORAL MOTEL	3/4/2021 8:57:24AM
21-07729	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST; CORAL MOTEL	3/4/2021 8:55:21AM
21-07297	211PJ	ROBBERY PERSON J/O	7891 WHITAKER ST; CORAL MOTEL;103;POSS	2/28/2021 11:28:35AM
21-07066	586	PARKING VIOLATION	7891 WHITAKER ST; CORAL MOTEL	2/26/2021 3:19:13PM
21-06916	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL; STAY OUT OF ARE	2/25/2021 12:36:45PM
21-06808	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL; STAY OUT OF ARE	2/24/2021 2:51:13PM
21-06621	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL/CODE5	2/23/2021 3:56:27AM
21-06294	586	PARKING VIOLATION	7891 WHITAKER ST; CORAL MOTEL	2/20/2021 1:43:51PM
21-06194	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; #103; WARSVC	2/19/2021 9:30:27PM
21-06170	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	2/19/2021 5:29:28PM
21-06089	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/19/2021 3:28:55AM
21-06074	909T	TRAFFIC HAZARD	7891 WHITAKER ST; CORAL MOTEL	2/19/2021 12:11:13AM
21-05337	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	2/13/2021 2:11:41AM
21-05010	422	THREATS	7891 WHITAKER ST; CORAL MOTEL; STA RPT	2/10/2021 2:18:32PM
21-04954	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #UNK; 927H	2/10/2021 6:22:23AM
21-04735	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; PROPERTY	2/8/2021 9:12:45AM
21-04634	166.4J	COURT ORDER VIOLATION J/O	7891 WHITAKER ST; CORAL MOTEL;PLOT	2/7/2021 11:26:09AM
21-04378	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	2/5/2021 10:35:13AM
21-04376	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL	2/5/2021 10:26:05AM
21-04364	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	2/5/2021 9:24:53AM
21-03976	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	2/2/2021 9:22:52AM
21-03878	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	2/1/2021 1:10:08PM
21-03452	HV	HOME VISIT	7891 WHITAKER ST; CORAL MOTEL; #113	1/29/2021 11:10:25AM
21-02814	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL	1/24/2021 9:04:35AM
21-01951	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #107	1/16/2021 11:48:17PM

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21-01911	927H	INCOMPLETE 911	7891 WHITAKER ST; CORAL MOTEL; VIA RAPID SOS	1/16/2021 5:59:25PM
21-00746	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/7/2021 9:58:57PM
20-44903	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#128	12/26/2020 9:32:42PM
20-44841	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #128; POSS 5150	12/26/2020 12:15:38PM
20-43979	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;136;POSS	12/18/2020 6:26:45PM
20-43850	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	12/17/2020 3:21:13PM
20-43835	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; STA18	12/17/2020 2:17:39PM
20-43787	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/17/2020 3:09:30AM
20-43785	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL;#139	12/17/2020 2:46:14AM
20-43714	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	12/16/2020 12:37:08PM
20-43026	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL; AREA OF	12/10/2020 3:36:47PM
20-42982	HV	HOME VISIT	7891 WHITAKER ST; CORAL MOTEL; #113	12/10/2020 9:59:39AM
20-42646	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	12/7/2020 1:52:13PM
20-41990	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; #146	12/1/2020 5:01:42PM
20-41912	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; #102	11/30/2020 10:15:58PM
20-41485	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;141	11/26/2020 9:53:16PM
20-41375	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;# 141;ONE HALF IS	11/25/2020 6:03:42PM
20-41287	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#141	11/25/2020 3:29:20AM
20-39851	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #141	11/13/2020 1:59:33PM
20-39748	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL; IFO;503REC	11/12/2020 1:48:34PM
20-39377	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	11/9/2020 7:33:19AM
20-39375	459V	VEHICLE BURGLARY	7891 WHITAKER ST; CORAL MOTEL	11/9/2020 7:20:21AM
20-39215	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #UNK; 927H	11/7/2020 7:30:53PM
20-38812	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	11/4/2020 4:19:54PM
20-38755	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;RM 146;FD	11/4/2020 12:21:14AM
20-38128	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;L/S SB ON STANTON	10/29/2020 10:04:31PM
20-37925	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	10/28/2020 8:05:38AM
20-36819	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	10/19/2020 9:33:21AM
20-36050	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	10/13/2020 5:46:36PM
20-35612	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	10/10/2020 8:03:03AM
20-34845	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #146; FD ENRT; RE	10/4/2020 8:25:58PM
20-34838	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #146; FD	10/4/2020 7:13:53PM
20-34790	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	10/4/2020 9:01:59AM
20-34288	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL;VIA T21	9/30/2020 12:42:15PM
20-34082	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;POSS #118	9/29/2020 12:26:09AM
20-33375	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/23/2020 5:06:33PM
20-32069	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #135	9/13/2020 4:21:59PM
20-31884	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #104	9/11/2020 11:32:28PM
20-31388	CITAST	CITIZEN ASSIST	7891 WHITAKER ST;VIA 10-21; REF 20-31353	9/8/2020 3:05:34AM
20-31353	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; #121	9/7/2020 8:44:29PM
20-31342	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;STA CALL	9/7/2020 5:29:26PM
20-30411	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST; CORAL MOTEL; IFO ON ACD	8/31/2020 9:36:10AM
20-29070	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #104	8/20/2020 1:50:49PM
20-29024	653X	MISUSE OF 911	7891 WHITAKER ST; CORAL MOTEL; #104; RECALL	8/20/2020 3:20:42AM
20-29021	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL; IFO; RECALL; 653X	8/20/2020 12:57:30AM
20-29014	927H	INCOMPLETE 911	7891 WHITAKER ST; #104	8/19/2020 11:37:43PM
20-29013	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #104; RECALL	8/19/2020 11:11:08PM
20-29009	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #104; RECALL	8/19/2020 10:31:18PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
20-29003	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #104	8/19/2020 10:06:00PM
20-28954	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; RM 104;FD	8/19/2020 12:58:04PM
20-28812	HV	HOME VISIT	7891 WHITAKER ST; #127	8/18/2020 11:13:45AM
20-28068	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;919	8/12/2020 12:48:55PM
20-27978	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #127; RECALL	8/11/2020 10:01:46PM
20-27971	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #127	8/11/2020 9:10:15PM
20-27807	5150	MENTAL PERSON	7891 WHITAKER ST;CORAL;#104	8/10/2020 5:26:17PM
20-27733	5150	MENTAL PERSON	7891 WHITAKER ST; CORAL MOTEL; #104; POSS	8/9/2020 11:52:33PM
20-27731	5150	MENTAL PERSON	7891 WHITAKER ST; CORAL MOTEL; #104; POSS	8/9/2020 11:28:45PM
20-27692	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;PLOT	8/9/2020 3:53:05PM
20-27677	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;RM 140;SEPERATE	8/9/2020 1:23:03PM
20-27642	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #104; VIA 10-21	8/9/2020 3:13:46AM
20-27638	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #104;VIA 10-21	8/9/2020 1:39:02AM
20-27600	925	SUSPICIOUS ACTIVITY	7891 WHITAKER ST; RM 104	8/8/2020 7:49:00PM
20-27410	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #143; STA26	8/7/2020 8:08:10AM
20-27143	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; CODE5	8/5/2020 9:53:14AM
20-27085	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; UNK RM#	8/4/2020 9:32:05PM
20-26943	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #127	8/3/2020 8:10:14PM
20-26894	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL;RM 104	8/3/2020 2:13:55PM
20-26875	415NAB	NEIGHBOR DISPUTE	7891 WHITAKER ST;#103	8/3/2020 11:19:01AM
20-26816	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #104; 902M	8/2/2020 10:56:33PM
20-26697	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #127; POSS 273D	8/1/2020 8:49:49PM
20-26693	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; ACD SIDE	8/1/2020 8:24:24PM
20-26188	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;NEXT TO #138	7/28/2020 1:58:43PM
20-25263	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL#113	7/19/2020 1:48:04PM
20-25232	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #134; POSS 273.5	7/18/2020 11:28:45PM
20-25182	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;137	7/18/2020 2:30:55PM
20-24956	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #119	7/16/2020 12:38:03AM
20-24778	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #131	7/14/2020 2:26:06PM
20-24698	273.5N	SPOUSAL ABUSE NOW	7891 WHITAKER ST; CORAL MOTEL; #131; POSS	7/13/2020 9:12:55PM
20-24587	966A	SHOTS HEARD	7891 WHITAKER ST; CORAL MOTEL; A/O	7/12/2020 10:36:43PM
20-23905	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	7/7/2020 8:07:21AM
20-23485	904	FIRE	7891 WHITAKER ST; CORAL MOTEL; STRUCTURE	7/4/2020 6:31:06PM
20-23235	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	7/3/2020 2:17:30AM
20-23012	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #131	7/1/2020 3:44:13PM
20-22839	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #104;FD	6/30/2020 9:43:54AM
20-22497	927X	TRANSFERRED 911 CALL	7891 WHITAKER ST; CORAL MOTEL;XFER FD; #110	6/27/2020 6:27:10PM
20-22434	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL;#131	6/27/2020 6:35:02AM
20-21418	925	SUSPICIOUS ACTIVITY	7891 WHITAKER ST; CORAL MOTEL/ SUBJ AND RP	6/18/2020 8:23:03PM
20-21405	415FGT	FIGHT NOW	7891 WHITAKER ST; CORAL MOTEL;#123;A/O	6/18/2020 5:15:52PM
20-20708	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #138;FD	6/13/2020 4:50:46PM
20-20699	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL; #140	6/13/2020 3:30:28PM
20-20574	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #131	6/12/2020 3:35:44PM
20-20211	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	6/9/2020 4:59:33PM
20-19869	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #112; 87 W/RP STA	6/6/2020 10:33:33PM
20-19556	REGIST	REGISTRANT	7891 WHITAKER ST; #122	6/4/2020 3:00:40PM
20-19497	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/3/2020 11:54:17PM
20-19291	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 117	6/2/2020 12:47:04PM

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20-18743	902T	NON-INJURY T/C	7891 WHITAKER ST; CORAL MOTEL	5/28/2020 8:40:05PM
20-18578	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; CNET	5/27/2020 11:45:46AM
20-18449	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL	5/26/2020 11:33:03AM
20-18033	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/23/2020 8:32:56AM
20-17965	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL;IFO #123;POSS	5/22/2020 5:52:20PM
20-17944	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #117	5/22/2020 2:30:21PM
20-17907	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	5/22/2020 8:40:25AM
20-17796	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #117	5/21/2020 1:06:31PM
20-17535	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	5/19/2020 9:37:13AM
20-17037	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #142	5/14/2020 3:59:36PM
20-17036	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; 117	5/14/2020 3:57:07PM
20-17011	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/14/2020 11:01:49AM
20-16714	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL	5/11/2020 1:00:52PM
20-16289	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #135	5/7/2020 7:15:18PM
20-16229	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/7/2020 9:44:36AM
20-15600	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #130	5/1/2020 2:21:53PM
20-15474	928	FOUND PROPERTY	7891 WHITAKER ST; CORAL MOTEL	4/30/2020 3:32:01PM
20-15443	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #130	4/30/2020 11:50:35AM
20-15416	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL	4/30/2020 8:29:29AM
20-14582	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL	4/23/2020 2:18:27PM
20-14540	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	4/23/2020 8:11:11AM
20-14231	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/20/2020 3:57:45PM
20-13683	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL; # 117	4/15/2020 3:55:20PM
20-13505	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL	4/14/2020 10:05:00AM
20-13432	487	GRAND THEFT	7891 WHITAKER ST; CORAL MOTEL; #146;POSS	4/13/2020 4:31:58PM
20-13297	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#124;FD ENRT	4/11/2020 11:45:03PM
20-12995	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #142; CAT	4/9/2020 1:22:01PM
20-12963	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/9/2020 9:16:38AM
20-12747	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; CNET	4/7/2020 10:35:16AM
20-12271	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL; #117,#120,#130	4/2/2020 9:28:49AM
20-12212	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/1/2020 5:26:47PM
20-12181	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL	4/1/2020 2:17:22PM
20-11872	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/30/2020 8:50:52AM
20-11748	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;RM 117;415SUB	3/28/2020 11:49:28PM
20-11734	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;RM 133	3/28/2020 10:03:00PM
20-11460	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;NEXT TO 113;HEAR	3/26/2020 7:06:01PM
20-10800	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; IFO; RECALL	3/21/2020 1:30:39PM
20-10793	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; IFO; DELAYED; 10-	3/21/2020 12:28:44PM
20-10764	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#113;IFO	3/21/2020 2:22:38AM
20-10761	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#113	3/21/2020 12:29:19AM
20-10270	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; POSS #120; PC ON	3/15/2020 8:02:10PM
20-10200	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	3/15/2020 3:00:12AM
20-10098	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; UNK RM#	3/14/2020 7:54:40AM
20-09947	FP	FOOT PATROL	7891 WHITAKER ST; CORAL MOTEL	3/12/2020 9:55:15PM
20-09943	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 126	3/12/2020 8:48:54PM
20-09824	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; BTWN RM #214-21	3/11/2020 11:02:34PM
20-09720	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#126	3/11/2020 8:31:19AM
20-09699	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL;#142	3/11/2020 6:06:08AM

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20-09339	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL; RM# 132	3/8/2020 2:09:41PM
20-09111	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL	3/6/2020 8:43:20PM
20-09104	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL;#132	3/6/2020 7:56:40PM
20-09059	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #126	3/6/2020 2:45:12PM
20-08401	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #121	3/1/2020 12:38:44PM
20-07547	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/24/2020 2:21:20PM
20-06791	914S	SUICIDE	7891 WHITAKER ST; CORAL MOTEL; #114;907K	2/19/2020 11:23:18AM
20-06720	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#114;IFO	2/18/2020 7:06:47PM
20-06634	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; 87 7931 WHITAKEF	2/18/2020 7:38:39AM
20-05996	H&S	DRUGS	7891 WHITAKER ST; CORAL MOTEL;RM 117;PC CHECK	2/13/2020 1:44:05PM
20-05893	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL;#117	2/12/2020 9:51:54PM
20-05883	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	2/12/2020 8:42:34PM
20-05750	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	2/11/2020 11:55:19PM
20-05742	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	2/11/2020 10:14:56PM
20-05726	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	2/11/2020 8:34:32PM
20-05273	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/8/2020 3:54:32PM
20-05247	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; PRIOR 927H	2/8/2020 12:11:21PM
20-05246	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; #115	2/8/2020 12:07:43PM
20-05118	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 115-116	2/7/2020 11:29:51AM
20-04078	487	GRAND THEFT	7891 WHITAKER ST; CORAL MOTEL; RM 126	1/30/2020 6:06:27PM
20-03965	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/30/2020 3:07:15AM
20-03182	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL;#145	1/24/2020 8:40:39AM
20-02184	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	1/17/2020 12:15:55PM
20-01958	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;UNK RM #	1/15/2020 7:39:53PM
20-01559	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	1/13/2020 8:15:10AM
20-00341	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	1/3/2020 4:39:01PM
20-00163	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; ADC SIDE	1/2/2020 10:11:45AM
19-52443	415FGT	FIGHT NOW	7891 WHITAKER ST; CORAL MOTEL;IFO	12/31/2019 8:59:37PM
19-52257	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	12/30/2019 2:47:54PM
19-52061	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/28/2019 10:06:00PM
19-51383	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL; RM 126	12/23/2019 4:17:42PM
19-51291	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL; STA CALL	12/22/2019 6:37:45PM
19-50999	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#126	12/20/2019 3:25:40PM
19-49290	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL; POSS; LOJACK	12/7/2019 11:30:05AM
19-49125	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; #UNK; FU; STA24	12/6/2019 8:04:49AM
19-48967	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; BACK SIDE; 925SU	12/4/2019 6:20:24PM
19-48917	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	12/4/2019 10:37:30AM
19-48845	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	12/3/2019 3:31:29PM
19-47500	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	11/22/2019 1:49:30PM
19-46568	261	RAPE	7891 WHITAKER ST; CORAL MOTEL; #137; POSS	11/15/2019 9:32:41AM
19-46353	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	11/13/2019 10:58:48AM
19-46277	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	11/12/2019 6:52:07PM
19-45874	487	GRAND THEFT	7891 WHITAKER ST; #105; STA CALL	11/9/2019 1:43:26PM
19-45805	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#116;POSS RM #	11/9/2019 12:52:00AM
19-45483	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; R/O	11/6/2019 3:00:40PM
19-45470	WARSVC	WARRANT SERVICE	7891 WHITAKER ST; CORAL MOTEL; #110	11/6/2019 1:45:50PM
19-45007	966A	SHOTS HEARD	7891 WHITAKER ST; CORAL MOTEL;A/O	11/2/2019 10:41:59PM
19-44257	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/28/2019 9:37:14AM

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19-43889	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	10/25/2019 10:14:30PM
19-43644	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#116	10/24/2019 4:20:10AM
19-41240	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL ; #122	10/7/2019 10:47:33PM
19-40921	243.4	SEXUAL BATTERY	7891 WHITAKER ST; CORAL MOTEL; #115	10/5/2019 10:40:12PM
19-40681	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #147; CAT	10/4/2019 1:18:00PM
19-40524	920A	MISSING ADULT	7891 WHITAKER ST; STA CALL	10/3/2019 10:11:22AM
19-40281	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;UNK RM #;CAT TEA	10/1/2019 2:35:56PM
19-39146	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	9/23/2019 6:19:12PM
19-37785	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; ILLUMINATION FOI	9/14/2019 12:49:40PM
19-37250	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;OFFICE	9/10/2019 9:46:18PM
19-36862	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;IFO	9/7/2019 9:17:39PM
19-35263	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	8/28/2019 2:16:50PM
19-34964	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #116; FD; 927D	8/26/2019 2:32:07PM
19-34139	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL;#135	8/20/2019 11:56:15PM
19-34047	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#125;PARTYS SEPE	8/20/2019 10:40:19AM
19-33062	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL	8/13/2019 4:25:34PM
19-32132	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;POSS 920AF- 19-32	8/7/2019 1:40:15PM
19-31633	904	FIRE	7891 WHITAKER ST; CORAL MOTEL;#101; 907K	8/4/2019 1:39:24AM
19-31090	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #130	7/31/2019 2:30:52PM
19-31051	211J	ROBBERY J/O	7891 WHITAKER ST; CORAL MOTEL;#140;ATT	7/31/2019 8:54:14AM
19-30435	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#143;415 HALF GO/	7/27/2019 7:42:33AM
19-29914	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CAT TEAM	7/23/2019 11:50:04PM
19-29865	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL FRONT OFFICE; RE	7/23/2019 5:33:26PM
19-28917	459V	VEHICLE BURGLARY	7891 WHITAKER ST	7/17/2019 11:26:49AM
19-26543	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; #131	7/2/2019 6:35:38PM
19-25937	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL / RM 101 - FD ENRT	6/29/2019 12:03:15AM
19-24174	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	6/17/2019 8:44:09AM
19-24134	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;SIDEWALK	6/16/2019 9:20:54PM
19-24130	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL	6/16/2019 8:48:07PM
19-24112	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL /#101 - FD RESP	6/16/2019 6:45:49PM
19-24059	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	6/16/2019 7:18:59AM
19-24007	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #104;CORAL MOTEL	6/15/2019 11:05:23PM
19-23965	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; IFO	6/15/2019 8:07:56PM
19-23386	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #128; FD/415 SUBJ	6/12/2019 6:04:29AM
19-22636	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	6/7/2019 2:48:25PM
19-22242	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #124;CAT TEAM	6/4/2019 1:00:05PM
19-21424	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL/RM 122	5/29/2019 11:36:10AM
19-21221	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	5/28/2019 7:46:18AM
19-21020	927H	INCOMPLETE 911	7891 WHITAKER ST;XFD	5/26/2019 7:56:44PM
19-20042	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;NEAR #147	5/19/2019 11:47:58PM
19-19894	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	5/18/2019 4:08:36PM
19-19729	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #122; CAT TEAM	5/17/2019 11:22:32AM
19-18268	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #139	5/6/2019 1:16:38PM
19-17628	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL; #122	5/1/2019 6:39:47PM
19-17608	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL	5/1/2019 4:37:05PM
19-17408	REGIST	REGISTRANT	7891 WHITAKER ST; #122	4/30/2019 1:01:39PM
19-17060	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; FD	4/28/2019 2:25:13AM
19-16395	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	4/23/2019 4:34:57PM

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19-16322	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL/ILLUMINATION FOU	4/23/2019 7:51:03AM
19-16105	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; UNK #; CAT	4/21/2019 6:47:55PM
19-15798	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST;#138	4/19/2019 11:51:02AM
19-15637	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #136	4/18/2019 1:15:42PM
19-14927	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#125; CAT TEAM	4/14/2019 11:07:19AM
19-14444	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #109	4/10/2019 3:59:07PM
19-14207	928	FOUND PROPERTY	7891 WHITAKER ST; CORAL MOTEL;#121;H&S	4/9/2019 11:45:33AM
19-11370	REGIST	REGISTRANT	7891 WHITAKER ST; # 133	3/21/2019 9:09:04AM
19-10743	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #103;POSS	3/17/2019 10:15:08AM
19-09812	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #101	3/11/2019 2:45:26AM
19-08921	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	3/5/2019 8:02:15AM
19-08287	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;RM 103	2/28/2019 6:04:22PM
19-08109	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; CAT TEAM	2/27/2019 4:09:42PM
19-08107	166.4	COURT ORDER VIOLATION	7891 WHITAKER ST; CORAL MOTEL;#103	2/27/2019 4:04:44PM
19-07658	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; #142; PARTIES SEI	2/24/2019 8:56:21PM
19-06760	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL #122 ;CAT TEAM	2/18/2019 2:56:43PM
19-06747	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL	2/18/2019 12:40:18PM
19-06462	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; UNK RM#;POSS 91	2/16/2019 2:01:11AM
19-06330	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	2/15/2019 8:47:31AM
19-06211	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #104; CAT TEAM	2/14/2019 11:39:36AM
19-06031	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; #104B	2/13/2019 1:32:19AM
19-04949	243.4	SEXUAL BATTERY	7891 WHITAKER ST; CORAL MOTEL; STA CALL	2/5/2019 7:57:20PM
19-04397	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	2/1/2019 11:49:54AM
19-03157	10852	VEHICLE TAMPERING	7891 WHITAKER ST; CORAL MOTEL; POSS 503ATT	1/23/2019 4:53:22PM
19-02923	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; PLOT OFF OF ACD	1/22/2019 10:41:08AM
19-01839	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	1/14/2019 5:42:09PM
19-01834	920A	MISSING ADULT	7891 WHITAKER ST; STA RPT	1/14/2019 5:11:35PM
19-01522	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	1/12/2019 8:58:33AM
19-01479	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; IFO RM 110	1/11/2019 11:18:58PM
19-01436	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; RM 146 / FD ENRT	1/11/2019 4:44:02PM
19-01247	INFO	**INFORMATION**	7891 WHITAKER ST; #107; CORAL MOTEL	1/10/2019 9:42:11AM
19-01203	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #107	1/9/2019 11:27:00PM
19-01010	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/8/2019 5:11:43PM
18-54539	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; PRIOR 415FGT	12/28/2018 12:08:19AM
18-54500	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;#107;P/LOT	12/27/2018 5:00:40PM
18-54423	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	12/26/2018 11:16:00PM
18-53441	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL;POSS 211; #107	12/19/2018 9:26:55PM
18-52333	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; ROOM # 142	12/11/2018 9:24:07PM
18-51708	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;IFO;BUS STOP	12/7/2018 7:10:24AM
18-51604	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#102	12/6/2018 2:30:14AM
18-51151	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #130	12/2/2018 8:14:39PM
18-50745	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #135	11/29/2018 4:41:25PM
18-50735	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST; CORAL MOTEL	11/29/2018 3:44:00PM
18-50689	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #134	11/29/2018 8:35:05AM
18-50073	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	11/24/2018 9:06:48AM
18-48597	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #125;FD;914T	11/13/2018 12:19:33PM
18-47766	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	11/7/2018 10:38:44AM
18-47451	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;IFO;ON WHITAKER	11/5/2018 6:29:14AM

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18-47225	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#125	11/3/2018 9:53:46AM
18-46916	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; #202	10/31/2018 6:27:18PM
18-46491	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL RM 142	10/28/2018 8:24:54PM
18-46339	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL #142;CAT TEAM	10/27/2018 8:17:51PM
18-46124	902T	NON-INJURY T/C	7891 WHITAKER ST; CORAL MOTEL;OIF	10/26/2018 12:29:11AM
18-46014	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #140	10/25/2018 10:38:46AM
18-45782	273D	CHILD ABUSE	7891 WHITAKER ST; CORAL MOTEL;STA CALL	10/23/2018 5:22:29PM
18-45769	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#141;CAT TEAM	10/23/2018 3:54:05PM
18-45729	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	10/23/2018 10:36:54AM
18-45679	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	10/22/2018 11:14:48PM
18-45563	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST;CORAL MOTEL;#125	10/22/2018 6:56:28AM
18-45224	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL	10/19/2018 3:56:54PM
18-44789	920A	MISSING ADULT	7891 WHITAKER ST; STA RPT	10/16/2018 10:54:26AM
18-43477	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;UNK RM #;CAT	10/7/2018 11:37:19AM
18-43194	261	RAPE	7891 WHITAKER ST; CORAL MOTEL; #114; POSS	10/5/2018 11:45:48AM
18-42942	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #116	10/3/2018 2:02:31PM
18-41678	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL	9/25/2018 12:03:58AM
18-41653	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL	9/24/2018 8:30:11PM
18-41020	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL /#103	9/20/2018 6:54:31PM
18-40998	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #142	9/20/2018 3:37:09PM
18-40038	920A	MISSING ADULT	7891 WHITAKER ST	9/14/2018 3:40:47PM
18-39575	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#101;CAT TEAM	9/11/2018 3:46:43PM
18-39501	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST ;CORAL MOTEL	9/11/2018 7:26:20AM
18-38986	REGIST	REGISTRANT	7891 WHITAKER ST; 122	9/7/2018 9:26:02AM
18-38801	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL / #124	9/6/2018 12:17:43AM
18-37270	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	8/27/2018 10:51:32AM
18-36326	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL; #124	8/20/2018 10:42:44PM
18-36238	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;IFO	8/20/2018 9:47:40AM
18-35128	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL	8/13/2018 1:00:57AM
18-34144	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #143	8/6/2018 7:57:29PM
18-33934	273.5	SPOUSAL ABUSE	7891 WHITAKER ST; CORAL MOTEL	8/5/2018 7:03:08AM
18-33639	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	8/3/2018 2:08:08PM
18-33111	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #127	7/31/2018 12:43:34AM
18-33039	H&S	DRUGS	7891 WHITAKER ST; CORAL MOTEL; POSS # 142/ #164	7/30/2018 2:56:34PM
18-32920	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; DELAYED	7/29/2018 2:33:54PM
18-32156	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;CORAL MOTEL;CAT	7/24/2018 5:57:55PM
18-31653	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;IFO	7/21/2018 3:02:04AM
18-31598	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;IFO;RTN CALL	7/20/2018 8:28:27PM
18-31588	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST ; CORAL MOTEL	7/20/2018 7:43:01PM
18-31455	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL; #103	7/19/2018 7:15:13PM
18-31340	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	7/19/2018 1:42:57AM
18-31030	902TPP	PRIVATE PROPERTY T/C	7891 WHITAKER ST; CORAL MOTEL	7/17/2018 7:40:54AM
18-30932	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; #144;CORAL MOTEL	7/16/2018 2:24:09PM
18-30930	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #UNK;CORAL MOTEL;CAT TEAM	7/16/2018 2:06:44PM
18-30877	602L	TRESPASSING	7891 WHITAKER ST; CORAL MOTEL	7/16/2018 6:29:01AM
18-30504	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/13/2018 3:58:27PM
18-30387	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #143	7/12/2018 6:12:42PM
18-29964	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL	7/9/2018 11:51:25PM

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18-29682	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;#141;CORAL MOTEL; FD	7/8/2018 1:27:45AM
18-29587	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	7/7/2018 12:51:00PM
18-29436	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/6/2018 1:41:37PM
18-29199	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; #103;ROOMATES	7/4/2018 11:01:48PM
18-29056	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;LOBBY	7/4/2018 8:17:57PM
18-29030	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#112;FD	7/4/2018 7:46:52PM
18-28800	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	7/3/2018 6:16:21PM
18-28494	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/1/2018 7:18:04PM
18-28435	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; RM 117; POSS 415	7/1/2018 8:28:10AM
18-28286	H&S	DRUGS	7891 WHITAKER ST; CORAL MOTEL; RM 116;EXPLOSIO	6/30/2018 3:13:50PM
18-27777	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; PRIOR	6/27/2018 3:33:32PM
18-27756	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #111	6/27/2018 1:01:06PM
18-26565	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;#111	6/19/2018 11:43:06PM
18-26131	CITAST	CITIZEN ASSIST	7891 WHITAKER ST;CORAL MOTEL;#111	6/16/2018 11:51:51PM
18-25261	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #138; CORAL MOTEL	6/11/2018 1:22:48PM
18-24644	488	PETTY THEFT	7891 WHITAKER ST;CORAL MOTEL; STA CALL	6/7/2018 2:37:53PM
18-24225	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;RM 142	6/4/2018 3:30:57PM
18-24113	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	6/3/2018 8:09:03PM
18-23877	415FAM	FAMILY FIGHT	7891 WHITAKER ST;RM 125	6/2/2018 7:12:12AM
18-23774	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST;CORAL MOTEL	6/1/2018 5:55:04PM
18-23677	602L	TRESPASSING	7891 WHITAKER ST; CORAL MOTEL; #127	5/31/2018 11:35:44PM
18-23549	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL ; CAT	5/31/2018 8:24:18AM
18-23520	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; #124	5/30/2018 11:00:07PM
18-23499	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; MAIN OFFICE	5/30/2018 8:28:38PM
18-23001	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; RM 120	5/27/2018 3:46:20PM
18-22777	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL;#128	5/26/2018 2:45:32AM
18-22514	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#102	5/24/2018 7:55:00PM
18-22444	902M	MEDICAL AID	7891 WHITAKER ST; CORAL MOTEL; #139	5/24/2018 1:38:45PM
18-22391	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#116	5/24/2018 4:23:52AM
18-22215	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL	5/22/2018 11:37:50PM
18-21883	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/20/2018 5:08:38AM
18-21870	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL	5/20/2018 2:28:11AM
18-21791	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#142	5/19/2018 6:32:32PM
18-21661	927H	INCOMPLETE 911	7891 WHITAKER ST; #106;CORAL MOTEL	5/18/2018 9:50:52PM
18-21620	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;UNK RM #	5/18/2018 4:13:55PM
18-20402	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #101; FD	5/11/2018 6:01:38AM
18-19775	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; RM132;CAT TEAM	5/7/2018 3:55:40PM
18-19742	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	5/7/2018 12:26:16PM
18-18631	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; #117	4/30/2018 2:53:40PM
18-18246	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL;#142	4/27/2018 4:19:45PM
18-17769	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; POSS	4/24/2018 3:51:45PM
18-17357	FP	FOOT PATROL	7891 WHITAKER ST; CORAL MOTEL; WHIT SIDE W/OF S	4/21/2018 3:51:14PM
18-16782	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #141; STACALL	4/17/2018 9:22:57PM
18-16677	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/17/2018 9:38:33AM
18-16315	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #139	4/14/2018 10:30:03PM
18-16017	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	4/12/2018 9:15:56PM
18-15604	459	BURGLARY, MISC	7891 WHITAKER ST; CORAL MOTEL; RM 132	4/10/2018 4:24:14PM
18-15554	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/10/2018 11:28:15AM

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18-15503	273.5N	SPOUSAL ABUSE NOW	7891 WHITAKER ST; CORAL MOTEL; IFO POSS	4/10/2018 1:01:44AM
18-14162	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;RM 118	3/31/2018 12:51:26PM
18-13887	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#148	3/29/2018 3:53:12PM
18-13773	DUTY	DUTYMAN CALL OUT	7891 WHITAKER ST; CORAL MOTEL	3/28/2018 10:44:40PM
18-12911	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	3/24/2018 2:04:11PM
18-12907	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#109	3/24/2018 1:45:56PM
18-12710	919	KEEP THE PEACE	7891 WHITAKER ST; #148	3/23/2018 11:23:43AM
18-12707	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #145	3/23/2018 10:44:15AM
18-12614	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #145;POSS	3/22/2018 3:13:45PM
18-11479	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/15/2018 9:46:02AM
18-11318	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL;AOD	3/14/2018 10:22:36AM
18-10923	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #140; AOD; FD	3/11/2018 6:41:28PM
18-09890	242N	BATTERY NOW	7891 WHITAKER ST; CORAL MOTEL	3/4/2018 8:09:06PM
18-09889	242N	BATTERY NOW	7891 WHITAKER ST;#132;CORAL MOTEL;POSS	3/4/2018 8:06:34PM
18-09728	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; OFFICE	3/3/2018 2:39:35PM
18-09477	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/1/2018 1:32:39PM
18-09183	927H	INCOMPLETE 911	7891 WHITAKER ST;CORAL MOTEL;UNK RM #	2/27/2018 6:13:04PM
18-08952	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/26/2018 12:52:04PM
18-08761	919	KEEP THE PEACE	7891 WHITAKER ST; #143/CORAL MOTEL	2/24/2018 11:45:06PM
18-08643	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#141	2/24/2018 5:54:44AM
18-08359	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#142	2/22/2018 3:53:05AM
18-07829	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;PRIOR	2/18/2018 3:20:13PM
18-07658	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL	2/17/2018 12:23:29PM
18-06855	480	INJURY HIT AND RUN	7891 WHITAKER ST; #134; CORAL; POSS; DELAYED	2/12/2018 10:09:08PM
18-05710	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	2/5/2018 7:11:10PM
18-04790	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/30/2018 3:06:52PM
18-04736	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	1/30/2018 8:51:12AM
18-04692	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; RM 127	1/29/2018 9:44:23PM
18-04650	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 129 OR # 141	1/29/2018 3:45:37PM
18-04223	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/26/2018 9:40:45PM
18-04149	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; FRT OFFICE	1/26/2018 11:46:29AM
18-03464	HV	HOME VISIT	7891 WHITAKER ST	1/22/2018 2:26:33PM
18-02546	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; DEAD END	1/16/2018 11:04:11PM
18-02312	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/15/2018 9:41:24PM
18-01438	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/10/2018 9:02:57AM
18-01400	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/9/2018 10:29:15PM
18-01172	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	1/8/2018 1:25:46PM
18-01149	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/8/2018 8:53:50AM
18-01029	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X2	1/7/2018 8:51:10AM
18-00564	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/4/2018 10:40:59AM
18-00340	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#116	1/2/2018 10:20:47PM
18-00228	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/2/2018 9:56:32AM
18-00102	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER	1/1/2018 3:43:00PM
17-57420	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#142;BUSAST	12/31/2017 10:00:45AM
17-57127	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	12/29/2017 2:59:57PM
17-57101	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/29/2017 11:52:19AM
17-56933	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;POSS 261 SUSP	12/28/2017 12:19:25PM
17-56632	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; WHITAKER	12/26/2017 3:39:40PM

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17-56443	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	12/25/2017 8:22:25AM
17-56362	927D	DEAD BODY	7891 WHITAKER ST; #143;907K	12/24/2017 4:34:08PM
17-56169	927D	DEAD BODY	7891 WHITAKER ST; CORAL MOTEL; #145	12/23/2017 7:53:29AM
17-55129	PC	PATROL CHECK	7891 WHITAKER ST;CORAL MOTEL;#140;CONTACT REC	12/16/2017 11:23:11AM
17-54970	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #140	12/15/2017 11:01:40AM
17-54660	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;#140	12/13/2017 4:02:31PM
17-54423	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	12/12/2017 9:14:41AM
17-54060	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	12/9/2017 10:37:29PM
17-52810	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/2/2017 7:01:44AM
17-52221	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;#136	11/28/2017 9:18:34PM
17-52136	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;#136	11/28/2017 11:44:03AM
17-51932	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	11/27/2017 9:17:06AM
17-50948	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	11/21/2017 7:52:16AM
17-50397	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #135	11/17/2017 3:20:49PM
17-50308	502	DRUNK DRIVER	7891 WHITAKER ST; CORAL MOTEL	11/16/2017 11:26:10PM
17-50179	422	THREATS	7891 WHITAKER ST; CORAL MOTEL; #132	11/16/2017 11:48:33AM
17-49650	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#130	11/13/2017 11:38:58AM
17-49542	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#117	11/12/2017 5:15:25PM
17-46565	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/26/2017 7:59:48AM
17-46489	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/25/2017 3:49:16PM
17-46123	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/23/2017 7:31:44AM
17-46026	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; STA CALL	10/22/2017 4:25:47PM
17-44483	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL; 116;	10/13/2017 11:36:43AM
17-44359	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #130	10/12/2017 3:06:59PM
17-44064	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #141;POSS PGR	10/10/2017 10:20:26PM
17-43750	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	10/9/2017 10:05:30AM
17-42884	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/3/2017 7:31:58PM
17-42757	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; #141	10/3/2017 6:48:20AM
17-42613	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL;POSS 503REC	10/2/2017 10:58:21AM
17-42472	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	10/1/2017 8:12:49AM
17-42348	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#123; FD	9/30/2017 2:02:49PM
17-42097	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	9/28/2017 6:27:27PM
17-41991	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	9/28/2017 10:02:50AM
17-41970	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/28/2017 8:03:28AM
17-41904	PED	PED CHECK	7891 WHITAKER ST	9/27/2017 9:05:11PM
17-41764	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;NEAR RM #101	9/27/2017 7:12:02AM
17-41230	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	9/23/2017 11:29:06PM
17-41156	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #115	9/23/2017 5:14:45PM
17-41019	REGIST	REGISTRANT	7891 WHITAKER ST	9/22/2017 6:17:12PM
17-40663	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; ACD SIDE	9/20/2017 10:47:50PM
17-40345	FP	FOOT PATROL	7891 WHITAKER ST; CORAL MOTEL	9/19/2017 10:18:30AM
17-40278	503	STOLEN VEHICLE	7891 WHITAKER ST; CORAL MOTEL; #134;INFO	9/18/2017 10:49:01PM
17-40201	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	9/18/2017 2:22:33PM
17-39302	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	9/12/2017 9:07:15PM
17-39131	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#104	9/11/2017 9:22:38PM
17-37905	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #134	9/4/2017 7:49:07PM
17-37269	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#124	8/31/2017 10:10:02PM
17-36900	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; IFO	8/29/2017 8:55:25PM

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17-35740	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; RM 127;STA;PRIOF	8/22/2017 11:49:11PM
17-35148	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL;#137	8/19/2017 9:18:48AM
17-34647	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	8/16/2017 1:27:16AM
17-34394	459V	VEHICLE BURGLARY	7891 WHITAKER ST ;CORAL MOTEL	8/14/2017 11:48:30AM
17-34316	FP	FOOT PATROL	7891 WHITAKER ST; CORAL MOTEL	8/13/2017 10:22:14PM
17-33921	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #128	8/11/2017 8:14:27AM
17-33917	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #128	8/11/2017 8:00:19AM
17-32192	594	VANDALISM	7891 WHITAKER ST; STA RPT	7/31/2017 8:50:00AM
17-32153	594	VANDALISM	7891 WHITAKER ST; CORAL MOTEL	7/31/2017 1:54:24AM
17-31497	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 128	7/26/2017 10:04:18PM
17-30957	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#101	7/23/2017 1:22:07PM
17-29537	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL	7/13/2017 10:20:06PM
17-28212	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/6/2017 2:28:57AM
17-28197	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/5/2017 11:53:38PM
17-27992	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL	7/4/2017 10:52:33PM
17-27418	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; BUS STOP	7/2/2017 9:06:58AM
17-27355	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	7/1/2017 10:25:21PM
17-26738	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	6/28/2017 10:16:04AM
17-26050	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #103;STA 44	6/24/2017 2:04:35AM
17-25903	415FAM	FAMILY FIGHT	7891 WHITAKER ST;#130; CORAL MOTEL;919;W 10-32	6/23/2017 5:14:03AM
17-25250	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/19/2017 11:24:55AM
17-25189	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL;#142	6/18/2017 10:32:18PM
17-24980	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/17/2017 3:02:17PM
17-24263	273D	CHILD ABUSE	7891 WHITAKER ST; CORAL MOTEL #116	6/13/2017 8:06:58AM
17-24060	273.5	SPOUSAL ABUSE	7891 WHITAKER ST; CORAL MOTEL ; PRIOR	6/11/2017 4:32:46PM
17-23550	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	6/8/2017 10:15:11AM
17-23292	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/6/2017 2:47:31PM
17-22795	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/3/2017 2:57:13PM
17-22640	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/2/2017 4:42:57PM
17-22589	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #125	6/2/2017 11:21:38AM
17-22574	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #124	6/2/2017 9:22:37AM
17-22530	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	6/1/2017 9:45:53PM
17-22237	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	5/31/2017 7:30:30AM
17-21411	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	5/26/2017 8:07:10AM
17-21328	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	5/25/2017 3:47:58PM
17-21274	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #136	5/25/2017 11:02:30AM
17-21121	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#114	5/24/2017 11:58:53AM
17-21117	594	VANDALISM	7891 WHITAKER ST; CORAL MOTEL; #139;488	5/24/2017 11:41:46AM
17-20986	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	5/23/2017 5:41:13PM
17-20795	240	ASSAULT	7891 WHITAKER ST; STA CALL	5/22/2017 4:46:32PM
17-20774	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #109; HEARD ONL	5/22/2017 2:54:56PM
17-20489	273.5	SPOUSAL ABUSE	7891 WHITAKER ST; CORAL MOTEL; RM# 115; POSS	5/20/2017 2:06:24PM
17-19699	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; OUTSIDE / FD	5/15/2017 7:54:55PM
17-19403	H&S	DRUGS	7891 WHITAKER ST; CORAL MOTEL; #109	5/13/2017 6:00:27PM
17-19341	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	5/13/2017 8:41:19AM
17-17594	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; POSS# 126	5/1/2017 12:41:41PM
17-17362	242	BATTERY	7891 WHITAKER ST; CORAL MOTEL;POSS	4/29/2017 9:01:49PM
17-17212	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	4/28/2017 10:30:02PM

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17-15163	REGIST	REGISTRANT	7891 WHITAKER ST	4/16/2017 12:50:02PM
17-15002	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	4/15/2017 1:51:53PM
17-14664	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#146	4/13/2017 10:46:15AM
17-12866	390	DRUNK IN PUBLIC	7891 WHITAKER ST; CORAL MOTEL;#120	4/2/2017 11:56:55AM
17-12833	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL #120	4/2/2017 6:00:10AM
17-11533	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #147	3/24/2017 12:55:07AM
17-11258	483	HIT AND RUN PARKED VEHICLE	7891 WHITAKER ST; CORAL MOTEL;415SUB	3/22/2017 10:16:34AM
17-10330	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #133; FD; 415 VERI	3/16/2017 1:25:01PM
17-10301	927H	INCOMPLETE 911	7891 WHITAKER ST; XFER TO FD; #132; CORAL MOTEL	3/16/2017 11:11:17AM
17-09074	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;143	3/8/2017 7:48:13PM
17-08727	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CAT	3/6/2017 3:57:31PM
17-07433	919	KEEP THE PEACE	7891 WHITAKER ST;CORAL MOTEL;#104	2/24/2017 8:09:19PM
17-07339	503	STOLEN VEHICLE	7891 WHITAKER ST;CORAL;#113;POSS	2/24/2017 1:02:36AM
17-07314	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#147	2/23/2017 9:02:22PM
17-06847	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#127	2/20/2017 5:48:08PM
17-06228	DUTY	DUTYMAN CALL OUT	7891 WHITAKER ST; CORAL MOTEL; A/F ON WHITAKER	2/16/2017 10:47:39AM
17-06225	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL;#147	2/16/2017 10:36:12AM
17-05998	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;SUSP BACK	2/14/2017 3:17:22PM
17-05949	927D	DEAD BODY	7891 WHITAKER ST; #136;AOD FD;CORAL MOTEL	2/14/2017 10:33:38AM
17-04870	REGIST	REGISTRANT	7891 WHITAKER ST	2/6/2017 12:52:27PM
17-04557	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;NFD	2/3/2017 10:58:48PM
17-04345	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #124; CAT	2/2/2017 1:34:45PM
17-03137	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL; WHIT SIDE	1/25/2017 12:35:57PM
17-02444	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #132	1/19/2017 9:19:00PM
16-53592	481	HIT AND RUN	7891 WHITAKER ST;CORAL MOTEL	12/29/2016 2:01:04PM
16-53085	L/S	LOST/STOLEN	7891 WHITAKER ST; CORAL MOTEL;STACALL	12/25/2016 5:58:46PM
16-53019	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; IFO	12/25/2016 12:26:52AM
16-52343	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #137	12/20/2016 3:28:30AM
16-51740	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	12/15/2016 4:04:28PM
16-51512	927D	DEAD BODY	7891 WHITAKER ST; CORAL MOTEL;#114	12/14/2016 8:59:08AM
16-50797	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#137	12/9/2016 11:33:58AM
16-49837	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; #145; CORAL MOTEL; ROOMMATES	12/2/2016 3:02:44AM
16-49801	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	12/1/2016 9:12:20PM
16-49117	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	11/26/2016 1:46:48AM
16-48909	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;P/LOT	11/24/2016 11:33:38AM
16-47879	594	VANDALISM	7891 WHITAKER ST; CORAL MOTEL	11/16/2016 8:22:54PM
16-46085	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #140	11/3/2016 8:28:59PM
16-44698	WARSVC	WARRANT SERVICE	7891 WHITAKER ST; CORAL MOTEL	10/25/2016 2:43:08PM
16-44261	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	10/22/2016 10:08:05AM
16-43912	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #UNK ROOM;	10/19/2016 9:30:42PM
16-43884	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #113	10/19/2016 6:34:44PM
16-43428	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL;L/S E/B;925SUB	10/16/2016 3:30:48PM
16-41701	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	10/4/2016 4:53:04PM
16-41032	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL/RM 113	9/29/2016 9:27:26PM
16-41020	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL #113	9/29/2016 7:17:21PM
16-40851	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; #113; CORAL MOTEL	9/28/2016 2:54:45PM
16-40607	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; COPPER BARREL; # 213	9/26/2016 11:35:28PM
16-40360	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #122	9/25/2016 2:24:32AM

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16-39668	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #133,#134,#139	9/20/2016 10:21:20AM
16-39475	914A	ATTEMPT SUICIDE	7891 WHITAKER ST; CORAL MOTEL; #104	9/18/2016 11:11:55PM
16-37233	488	PETTY THEFT	7891 WHITAKER ST; CORAL MOTEL; #117; ATT	9/4/2016 2:22:09AM
16-37031	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	9/2/2016 8:58:02PM
16-36808	594	VANDALISM	7891 WHITAKER ST;CORAL MOTEL #134; 415SUB	9/1/2016 12:07:40PM
16-36564	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL/PRIOR 925SUB	8/31/2016 1:32:25AM
16-36047	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #103	8/27/2016 10:01:55PM
16-35395	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #139; CKWELF	8/23/2016 8:16:30AM
16-35300	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL	8/22/2016 12:03:31PM
16-35073	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;#147	8/20/2016 10:23:29AM
16-35058	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#139	8/20/2016 8:22:25AM
16-34463	920A	MISSING ADULT	7891 WHITAKER ST	8/16/2016 5:03:27PM
16-34295	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; STA CALL	8/15/2016 12:51:36PM
16-34267	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;CORAL MOTEL;902M/OD	8/15/2016 8:40:47AM
16-33754	SEARCH	SEARCH WARRANT	7891 WHITAKER ST; #5	8/11/2016 3:05:45PM
16-33684	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL; #116	8/11/2016 1:05:35AM
16-33525	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; 124; STACALL	8/9/2016 7:28:41PM
16-33135	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; UNK ROOM; 10-32	8/6/2016 5:37:29PM
16-32982	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #124	8/5/2016 6:29:03PM
16-32962	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #124	8/5/2016 4:13:05PM
16-32810	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; UNK ROOM #	8/4/2016 3:23:45PM
16-32144	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL/UNK ROOM	7/30/2016 3:34:06PM
16-31038	966A	SHOTS HEARD	7891 WHITAKER ST; CORAL MOTEL	7/22/2016 2:34:59PM
16-30581	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#114	7/18/2016 8:20:41PM
16-29386	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #130	7/10/2016 3:02:39AM
16-27654	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL;#133;RECALL	6/30/2016 1:55:15PM
16-27177	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #119; 5150	6/27/2016 3:44:35AM
16-26910	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #132; AOD	6/25/2016 11:32:30AM
16-26716	273D	CHILD ABUSE	7891 WHITAKER ST; CTSY RPT	6/24/2016 10:47:39AM
16-26218	905I	INJURED ANIMAL	7891 WHITAKER ST; CORAL MOTEL; IFO #107	6/20/2016 9:18:15PM
16-26211	905I	INJURED ANIMAL	7891 WHITAKER ST; CORAL MOTEL; IFO #107	6/20/2016 9:18:15PM
16-25410	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;ILLUMINATION FOUNDATION	6/15/2016 4:53:30PM
16-24557	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #116	6/10/2016 1:19:01PM
16-24286	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	6/8/2016 11:59:14AM
16-21588	502	DRUNK DRIVER	7891 WHITAKER ST; CORAL MOTEL;POSS TO OCCUR	5/21/2016 1:18:29PM
16-20510	483J	HIT AND RUN PARKED VEHICLE	7891 WHITAKER ST; CORAL MOTEL	5/14/2016 12:26:04PM
16-20378	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #120	5/13/2016 1:30:39PM
16-20139	920J	MISSING JUVENILE	7891 WHITAKER ST;CORAL MOTEL;#103	5/11/2016 10:18:56PM
16-19690	927H	INCOMPLETE 911	7891 WHITAKER ST; CORAL MOTEL	5/9/2016 12:53:01AM
16-19662	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; LOBBY	5/8/2016 8:17:53PM
16-19628	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; 117	5/8/2016 2:16:04PM
16-18981	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL;ACD SIDE	5/4/2016 5:49:49AM
16-18711	488J	PETTY THEFT J/O	7891 WHITAKER ST; CORAL MOTEL;#116	5/2/2016 1:12:45PM
16-18338	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #148;FD	4/29/2016 4:57:44PM
16-18141	261	RAPE	7891 WHITAKER ST; CORAL MOTEL; RM 116;DELAYED	4/28/2016 1:41:56PM
16-17539	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#114	4/24/2016 11:43:28AM
16-17484	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #114;415FAM	4/23/2016 11:49:47PM
16-17087	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; RM 132	4/21/2016 3:43:45PM

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16-15437	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL	4/11/2016 9:55:04AM
16-14898	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #115; POSS 211	4/7/2016 1:20:03AM
16-13540	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	3/30/2016 12:01:22AM
16-12820	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#146	3/25/2016 4:18:40PM
16-12670	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #148	3/24/2016 1:36:43PM
16-12221	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; POSS 273.5;NEAR OFFICE	3/21/2016 6:05:28PM
16-12075	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#148	3/20/2016 3:01:47PM
16-11871	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #126 IFO	3/19/2016 12:18:18AM
16-11729	PROB	PROBATION SEARCH	7891 WHITAKER ST; RM 102	3/17/2016 9:30:15PM
16-11542	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	3/16/2016 3:41:02PM
16-10623	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #106	3/10/2016 9:37:42AM
16-09670	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; IFO	3/4/2016 2:23:36AM
16-09400	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #124	3/2/2016 11:55:00AM
16-08619	928	FOUND PROPERTY	7891 WHITAKER ST; CORAL MOTEL;RECALL	2/26/2016 11:33:34AM
16-08597	TRANS	TRANSIENT	7891 WHITAKER ST; CORAL MOTEL	2/26/2016 8:33:50AM
16-08396	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL;#113;919	2/24/2016 7:15:13PM
16-08018	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #124	2/22/2016 3:18:14PM
16-07536	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	2/19/2016 12:40:57AM
16-07459	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL ; #132;CAT TEAM/ 9	2/18/2016 12:20:15PM
16-06883	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL	2/14/2016 6:20:37AM
16-06683	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #146; 415	2/12/2016 11:03:40PM
16-06096	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL #146	2/10/2016 3:38:50AM
16-03801	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/26/2016 3:40:51PM
16-01184	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/9/2016 5:37:18PM
16-00362	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;OD	1/3/2016 6:52:23PM
16-00342	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#103	1/3/2016 3:04:42PM
16-00280	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	1/3/2016 3:16:11AM
16-00009	415FW	DISTURBING FIREWORKS	7891 WHITAKER ST; CORAL MOTEL	1/1/2016 12:28:00AM
15-55533	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 139	12/27/2015 7:30:49PM
15-55036	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	12/23/2015 1:55:26PM
15-54741	261	RAPE	7891 WHITAKER ST; #139; STATION CALL	12/21/2015 5:17:08PM
15-54408	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; #131; STA CALL	12/19/2015 9:58:57AM
15-53872	242	BATTERY	7891 WHITAKER ST;#148;CORAL MOTEL	12/15/2015 1:22:26PM
15-53781	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	12/14/2015 8:39:21PM
15-53737	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X2	12/14/2015 3:13:40PM
15-53563	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #103 CORAL MOTEL	12/13/2015 3:16:26AM
15-53457	920A	MISSING ADULT	7891 WHITAKER ST; 107; STA RPT	12/12/2015 1:44:38PM
15-53438	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL	12/12/2015 11:38:40AM
15-53437	902M	MEDICAL AID	7891 WHITAKER ST; #139; CORAL MOTEL;907K	12/12/2015 11:31:09AM
15-53023	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/9/2015 10:16:24PM
15-53021	273.5N	SPOUSAL ABUSE NOW	7891 WHITAKER ST; CORAL MOTEL;#114;POSS	12/9/2015 10:01:03PM
15-52645	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#103	12/7/2015 6:18:22PM
15-51316	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	11/28/2015 6:55:45AM
15-51292	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL;#126	11/27/2015 11:15:50PM
15-50862	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	11/24/2015 9:44:59PM
15-50026	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	11/18/2015 9:20:12PM
15-49878	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	11/17/2015 9:16:24PM
15-49758	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #117	11/17/2015 6:34:59AM

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15-49599	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	11/15/2015 4:06:52PM
15-49340	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#143	11/13/2015 2:52:15PM
15-49265	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	11/12/2015 7:42:07PM
15-48383	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	11/6/2015 7:09:03AM
15-48331	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	11/5/2015 7:22:02PM
15-47929	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #110	11/2/2015 10:43:43PM
15-47725	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	11/1/2015 7:03:18AM
15-47620	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	10/31/2015 5:13:34PM
15-47612	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL; 115 RTN CALL	10/31/2015 3:13:27PM
15-47596	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #115	10/31/2015 1:48:09PM
15-47571	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	10/31/2015 7:22:52AM
15-47425	REGIST	REGISTRANT	7891 WHITAKER ST; #101	10/30/2015 10:19:46AM
15-46482	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; PROPERTY	10/24/2015 1:51:00PM
15-46429	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #141; PROPERTY	10/24/2015 12:51:06AM
15-46381	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/23/2015 8:58:04PM
15-44161	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	10/11/2015 10:28:42AM
15-43859	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	10/9/2015 12:55:54PM
15-43805	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	10/9/2015 3:20:37AM
15-43678	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; #123	10/8/2015 10:13:20AM
15-42928	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; #122; CORAL MOTEL; POSS 314	10/3/2015 2:44:56AM
15-42690	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #132	10/1/2015 3:13:51PM
15-42223	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #147	9/29/2015 7:11:32AM
15-42220	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; 87 @ CHEVRON	9/29/2015 6:52:03AM
15-42182	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	9/28/2015 10:18:37PM
15-42028	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #104	9/27/2015 10:53:58PM
15-40988	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; IFO;REFUSING TO	9/20/2015 1:10:33PM
15-40721	RV	RV PARKING VIOLATION	7891 WHITAKER ST	9/18/2015 11:50:38AM
15-40153	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X3	9/15/2015 1:04:40AM
15-39460	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL; #117	9/9/2015 11:27:10PM
15-39414	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL;#145	9/9/2015 5:12:41PM
15-38796	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	9/5/2015 7:02:41PM
15-38694	FP	FOOT PATROL	7891 WHITAKER ST; CORAL MOTEL	9/5/2015 12:14:38AM
15-37636	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL	8/29/2015 10:43:55AM
15-37589	245	ASSAULT W/DEADLY WEAPON	7891 WHITAKER ST; CORAL MOTEL; P/L; DELAYED	8/28/2015 11:47:57PM
15-37222	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL	8/26/2015 11:11:53AM
15-36154	927H	INCOMPLETE 911	7891 WHITAKER ST; CORAL MOTEL; #145	8/19/2015 1:25:55PM
15-34569	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; P/L	8/9/2015 11:30:23AM
15-31807	CITAST	CITIZEN ASSIST	7891 WHITAKER ST;CORAL MOTEL;IFO;	7/21/2015 7:52:57PM
15-31653	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #145	7/20/2015 6:21:44PM
15-31555	503REC	STOLEN VEHICLE RECOVERY	7891 WHITAKER ST; CORAL MOTEL	7/20/2015 8:03:23AM
15-31217	RVPERMIT7	7 DAYS PARKING PERMIT	7891 WHITAKER ST; CORAL MOTEL;EXP:07-24-15	7/17/2015 6:50:34PM
15-30902	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL; #104	7/15/2015 5:11:12PM
15-30530	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/13/2015 11:35:17AM
15-29973	MSG	MESSAGE DELIVERY	7891 WHITAKER ST; #14	7/9/2015 2:55:36PM
15-29266	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	7/4/2015 9:59:35PM
15-28912	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	7/3/2015 11:52:41AM
15-28909	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#143;FD	7/3/2015 11:41:42AM
15-28708	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; RM 117	7/2/2015 5:42:35AM

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15-27705	CODE5	STAKE OUT	7891 WHITAKER ST; CORAL MOTEL	6/25/2015 5:00:27PM
15-27158	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #134	6/22/2015 11:56:55PM
15-26934	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; WHIT SIDE;R/O	6/21/2015 8:30:29AM
15-26568	925	SUSPICIOUS ACTIVITY	7891 WHITAKER ST; CORAL MOTEL	6/18/2015 8:26:52PM
15-25997	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #103;CORAL MOTEL	6/14/2015 11:25:03PM
15-25958	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	6/14/2015 4:16:55PM
15-25955	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL;146	6/14/2015 3:58:08PM
15-25944	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/14/2015 2:14:27PM
15-24074	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	6/2/2015 11:51:04AM
15-23871	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL;#107;POSS 503	6/1/2015 9:43:29AM
15-23342	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	5/28/2015 11:12:55AM
15-23330	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	5/28/2015 11:12:55AM
15-22924	928	FOUND PROPERTY	7891 WHITAKER ST; CORAL MOTEL	5/26/2015 12:09:02AM
15-22919	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	5/25/2015 11:10:14PM
15-22909	240	ASSAULT	7891 WHITAKER ST; CORAL MOTEL; #120	5/25/2015 9:37:30PM
15-22619	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL; C4	5/23/2015 5:24:45PM
15-22225	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST;CORAL MOTEL;#132	5/20/2015 4:30:51PM
15-21410	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL; #140	5/14/2015 8:53:17PM
15-20959	211J	ROBBERY J/O	7891 WHITAKER ST; CORAL MOTEL;211PERSON	5/12/2015 11:13:41AM
15-20470	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	5/8/2015 10:19:10PM
15-19900	FU	FOLLOW-UP INVESTIGATION	7891 WHITAKER ST; CORAL MOTEL; RM #135	5/5/2015 3:21:59PM
15-17209	415NAB	NEIGHBOR DISPUTE	7891 WHITAKER ST; #106	4/18/2015 9:24:31PM
15-17096	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; STA24	4/18/2015 1:52:53AM
15-16020	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;P/LOT	4/12/2015 3:41:18AM
15-15529	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	4/9/2015 1:49:29PM
15-15201	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	4/7/2015 3:18:13PM
15-14893	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;594J	4/6/2015 9:15:21AM
15-14337	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL;STA CALL	4/2/2015 12:47:45PM
15-14006	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #128	3/31/2015 11:47:40AM
15-13425	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#125	3/27/2015 12:16:16AM
15-13000	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	3/24/2015 12:05:43PM
15-12654	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	3/21/2015 9:05:53PM
15-11562	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#141	3/14/2015 8:39:49PM
15-11561	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; ACD SIDE	3/14/2015 8:37:14PM
15-11161	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	3/12/2015 12:30:33PM
15-10253	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/7/2015 12:18:23AM
15-10127	REGIST	REGISTRANT	7891 WHITAKER ST; #112	3/6/2015 9:57:43AM
15-10055	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	3/5/2015 7:19:06PM
15-09641	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL;#101	3/3/2015 11:18:38AM
15-09209	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	2/27/2015 11:33:59PM
15-09056	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL	2/26/2015 11:55:10PM
15-09055	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; OFF ACD	2/26/2015 11:43:46PM
15-08491	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; W/SIDE	2/24/2015 1:05:04AM
15-08366	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/23/2015 8:52:37AM
15-08224	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	2/22/2015 12:44:03AM
15-07229	242	BATTERY	7891 WHITAKER ST; CORAL MOTEL;#127	2/16/2015 1:45:07PM
15-07210	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	2/16/2015 11:52:05AM
15-07042	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	2/15/2015 3:37:38AM

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15-06629	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #107	2/12/2015 9:57:48AM
15-06210	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL;#126	2/9/2015 9:18:43PM
15-05798	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	2/7/2015 1:05:23AM
15-04929	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL; #126	2/1/2015 11:37:40PM
15-03786	927	UNKNOWN TROUBLE	7891 WHITAKER ST	1/25/2015 4:42:26AM
15-03514	PAROLE	PAROLE SEARCH	7891 WHITAKER ST; CORAL MOTEL;142	1/23/2015 1:06:15PM
15-03458	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; west side	1/23/2015 2:09:48AM
15-03233	914A	ATTEMPT SUICIDE	7891 WHITAKER ST; CORAL MOTEL; RM 135	1/21/2015 8:53:36PM
15-03225	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#130	1/21/2015 7:18:48PM
15-02855	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL; #115;919	1/19/2015 6:40:33PM
15-02690	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	1/18/2015 3:22:01PM
15-02460	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/16/2015 10:58:42PM
15-02415	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	1/16/2015 5:30:27PM
15-02345	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	1/16/2015 3:56:15AM
15-02107	PROB	PROBATION SEARCH	7891 WHITAKER ST; #112	1/14/2015 8:44:34PM
15-01818	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X2	1/13/2015 11:26:03AM
15-01548	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #142	1/11/2015 8:00:57PM
15-01349	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	1/10/2015 2:59:35AM
15-01184	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;POSS #142	1/9/2015 3:12:44AM
15-01091	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	1/8/2015 10:52:20AM
15-00728	925SUB	SUSPICIOUS SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#126	1/6/2015 2:37:21AM
14-59919	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST;CORAL MOTEL #110	12/31/2014 2:19:38PM
14-59547	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/28/2014 8:57:52PM
14-59070	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #128;RTN CALL	12/24/2014 10:20:42PM
14-58084	WARSVC	WARRANT SERVICE	7891 WHITAKER ST; #103	12/18/2014 9:48:10AM
14-57851	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	12/16/2014 10:54:57PM
14-57502	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	12/14/2014 1:49:38AM
14-57227	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL; #128	12/11/2014 11:30:52PM
14-57205	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;CORAL MOTEL;#126	12/11/2014 7:36:02PM
14-56992	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #143	12/10/2014 11:18:38AM
14-56813	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	12/9/2014 11:23:43AM
14-56406	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL	12/5/2014 11:02:25PM
14-56030	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	12/3/2014 1:12:31PM
14-53855	415SUB	DISRUPTIVE SUBJECT	7891 WHITAKER ST; CORAL MOTEL;#106	11/17/2014 1:43:57AM
14-53567	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; IFO	11/14/2014 8:35:42PM
14-52669	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL;#117;	11/7/2014 5:40:43PM
14-52092	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#138;POSS 927D	11/3/2014 8:20:05AM
14-51410	INFO	**INFORMATION**	7891 WHITAKER ST; CORAL MOTEL;STA24	10/29/2014 5:20:41PM
14-50885	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL;#148	10/26/2014 4:55:23AM
14-50614	925V	SUSPICIOUS VEHICLE UNOCCUF	7891 WHITAKER ST; CORAL MOTEL; EAST SIDE	10/24/2014 6:20:39PM
14-50183	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL; WHITAKER SIDE	10/22/2014 9:36:54AM
14-49633	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	10/18/2014 3:13:57PM
14-48776	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	10/13/2014 12:42:15PM
14-48426	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	10/11/2014 12:11:30AM
14-47583	273.5N	SPOUSAL ABUSE NOW	7891 WHITAKER ST; CORAL MOTEL; RM 101	10/5/2014 11:07:21PM
14-46313	503OCC	STOLEN VEHICLE OCCUPIED	7891 WHITAKER ST; CORAL MOTEL	9/28/2014 12:38:48AM
14-46196	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #101;CORAL MOTEL	9/27/2014 1:36:53PM
14-45922	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL;#127	9/25/2014 9:32:33PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
14-45910	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL; #143	9/25/2014 7:55:27PM
14-45257	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	9/22/2014 3:46:04AM
14-44848	415	DISTURBANCE OF PEACE	7891 WHITAKER ST	9/19/2014 9:17:09AM
14-44069	242J	BATTERY J/O	7891 WHITAKER ST; CORAL MOTEL;#135	9/15/2014 6:37:21AM
14-44050	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	9/15/2014 3:58:01AM
14-40930	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL; #125	8/27/2014 3:36:12PM
14-39464	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X2	8/17/2014 11:34:31PM
14-39191	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #103	8/16/2014 2:30:34PM
14-38901	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	8/14/2014 10:55:21PM
14-38778	HV	HOME VISIT	7891 WHITAKER ST; #107	8/14/2014 10:58:54AM
14-37434	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	8/6/2014 1:22:05AM
14-37319	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	8/5/2014 11:06:24AM
14-36975	920J	MISSING JUVENILE	7891 WHITAKER ST; CORAL MOTEL # 107	8/2/2014 11:49:07PM
14-35467	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #144; POSS	7/24/2014 9:29:44PM
14-34571	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; # 105; RECALL; SUBJ	7/19/2014 8:11:28PM
14-34559	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #105	7/19/2014 6:45:20PM
14-34376	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; #144/CAT TEAM	7/18/2014 5:23:50PM
14-34171	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/17/2014 9:06:44AM
14-33946	586	PARKING VIOLATION	7891 WHITAKER ST;CORAL MOTEL	7/15/2014 7:10:05PM
14-33425	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	7/12/2014 10:15:21PM
14-33067	920J	MISSING JUVENILE	7891 WHITAKER ST; 101; STA CALL	7/10/2014 4:40:18PM
14-33011	REGIST	REGISTRANT	7891 WHITAKER ST	7/10/2014 10:32:02AM
14-32946	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; #129	7/9/2014 8:14:58PM
14-32670	919	KEEP THE PEACE	7891 WHITAKER ST;CORAL MOTEL	7/8/2014 1:31:27PM
14-32494	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	7/7/2014 3:41:22PM
14-32018	925CIR	SUSPICIOUS CIRCS	7891 WHITAKER ST; CORAL MOTEL #102	7/5/2014 3:30:56AM
14-31706	REGIST	REGISTRANT	7891 WHITAKER ST; #148	7/4/2014 10:25:40AM
14-31253	273D	CHILD ABUSE	7891 WHITAKER ST; 125; STA RPT	7/2/2014 10:34:52AM
14-30875	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/30/2014 3:39:15PM
14-30671	415FAM	FAMILY FIGHT	7891 WHITAKER ST;CORAL MOTEL #102	6/29/2014 10:36:20AM
14-30506	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	6/28/2014 9:37:33AM
14-30243	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #140; RECALL; 515	6/26/2014 7:08:09PM
14-30213	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST;RM 132	6/26/2014 4:49:27PM
14-30075	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; #128	6/25/2014 6:46:31PM
14-28965	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; 104; CKWELF	6/19/2014 11:30:39PM
14-28625	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL;#128	6/18/2014 4:27:32AM
14-28423	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	6/16/2014 9:13:07PM
14-28361	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/16/2014 2:56:15PM
14-27908	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; ACD	6/14/2014 2:05:28AM
14-27730	288	LEWD CONDUCT	7891 WHITAKER ST; #125 / CORAL MTL	6/13/2014 9:24:16AM
14-27489	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/11/2014 3:40:11PM
14-27458	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST;#123;POSS 273D	6/11/2014 12:35:27PM
14-27291	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/10/2014 2:57:53PM
14-27142	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/9/2014 4:25:18PM
14-26971	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; # 109; SUBJ	6/8/2014 9:26:34PM
14-26819	415	DISTURBANCE OF PEACE	7891 WHITAKER ST; CORAL MOTEL; #109; SUBJ	6/7/2014 11:24:31PM
14-25929	415GRP	DISRUPTIVE GROUP	7891 WHITAKER ST; CORAL MOTEL	6/2/2014 11:16:12PM
14-25868	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	6/2/2014 4:23:05PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
14-25589	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; A/O	5/31/2014 11:08:44PM
14-24500	925C	SUSPICIOUS VEHICLE OCCUPIEI	7891 WHITAKER ST; CORAL MOTEL	5/26/2014 3:11:22AM
14-24148	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	5/23/2014 11:41:08PM
14-24102	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL; #147; IFO	5/23/2014 7:38:30PM
14-23439	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	5/20/2014 10:07:28AM
14-21796	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	5/10/2014 4:48:58PM
14-21353	FLAG	FLAG DOWN	7891 WHITAKER ST; CORAL MOTEL	5/8/2014 10:37:25AM
14-21318	586	PARKING VIOLATION	7891 WHITAKER ST; CORAL MOTEL	5/8/2014 4:41:54AM
14-21317	586	PARKING VIOLATION	7891 WHITAKER ST; CORAL MOTEL	5/8/2014 4:33:07AM
14-20834	273.5J	SPOUSAL ABUSE J/O	7891 WHITAKER ST; CORAL MOTEL	5/5/2014 2:48:10PM
14-20687	CITAST	CITIZEN ASSIST	7891 WHITAKER ST; CORAL MOTEL	5/4/2014 4:06:19PM
14-20610	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	5/4/2014 1:09:58AM
14-20220	SEARCH	SEARCH WARRANT	7891 WHITAKER ST; CORAL MOTEL; RM 124	5/1/2014 4:36:37PM
14-19737	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	4/28/2014 11:38:52PM
14-19627	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #101;POSS CIVIL M	4/28/2014 12:10:39PM
14-17742	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	4/17/2014 7:46:21AM
14-16371	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL; #143;FD	4/9/2014 8:19:20PM
14-16100	PROB	PROBATION SEARCH	7891 WHITAKER ST; CORAL MOTEL; RM 103	4/8/2014 2:57:10PM
14-14710	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL	3/31/2014 12:16:22PM
14-14513	AOD	ASSIST OTHER AGENCY	7891 WHITAKER ST; CORAL MOTEL;#137;FD	3/29/2014 11:41:49PM
14-13558	BIKE	BIKE CHECK	7891 WHITAKER ST; CORAL MOTEL	3/24/2014 10:49:52PM
14-12588	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL	3/18/2014 12:58:15PM
14-12095	927	UNKNOWN TROUBLE	7891 WHITAKER ST; CORAL MOTEL; #102	3/15/2014 3:46:58PM
14-11814	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	3/14/2014 2:13:06AM
14-11743	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	3/13/2014 6:30:02PM
14-11326	REGIST	REGISTRANT	7891 WHITAKER ST; CORAL MOTEL; #144	3/11/2014 1:24:03PM
14-11231	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; X 3	3/10/2014 11:02:52PM
14-11202	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL	3/10/2014 7:42:08PM
14-10588	647B	PROSTITUTION	7891 WHITAKER ST; CORAL MOTEL;CITAST;RM #130	3/6/2014 10:08:20PM
14-10509	RV	RV PARKING VIOLATION	7891 WHITAKER ST	3/6/2014 10:21:57AM
14-10203	273D	CHILD ABUSE	7891 WHITAKER ST; CTSY RPT	3/4/2014 5:46:20PM
14-09949	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #109 CORAL MOTEL	3/3/2014 3:33:44PM
14-09814	PC	PATROL CHECK	7891 WHITAKER ST; CORAL MOTEL	3/2/2014 7:40:45PM
14-09346	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #137; VERBAL	2/27/2014 9:43:22PM
14-08091	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	2/20/2014 6:21:37PM
14-07420	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	2/17/2014 5:30:32PM
14-06734	H&S	DRUGS	7891 WHITAKER ST; CORAL MOTEL; RM112	2/13/2014 9:05:45AM
14-05643	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHIT SIDE	2/6/2014 7:46:00AM
14-05529	VEHSTR	VEHICLE STORAGE	7891 WHITAKER ST	2/5/2014 2:14:12PM
14-04745	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL	1/30/2014 10:42:25PM
14-04448	REGIST	REGISTRANT	7891 WHITAKER ST	1/29/2014 11:03:50AM
14-04320	415FAM	FAMILY FIGHT	7891 WHITAKER ST; CORAL MOTEL; UNK NEAR #112	1/28/2014 5:59:41PM
14-04279	919	KEEP THE PEACE	7891 WHITAKER ST; CORAL MOTEL; #139	1/28/2014 2:21:59PM
14-03275	INSP	INSPECTION	7891 WHITAKER ST; CORAL MOTEL	1/22/2014 12:09:12PM
14-03220	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL;ACD SIDE	1/22/2014 4:48:56AM
14-03189	PED	PED CHECK	7891 WHITAKER ST; CORAL MOTEL; WHITAKER	1/21/2014 11:23:42PM
14-02412	TS	TRAFFIC STOP	7891 WHITAKER ST; CORAL MOTEL; IFO	1/16/2014 11:43:39PM
14-02082	INFO	**INFORMATION**	7891 WHITAKER ST; #105	1/15/2014 1:58:18PM

CR#	NATURE	CALL TYPE	ADDRESS	DATE REPORTED
14-01633	CKWELF	CHECK ON THE WELFARE	7891 WHITAKER ST; CORAL MOTEL; RM 101	1/12/2014 12:52:23PM
14-01339	BUSAST	BUSINESS ASSIST	7891 WHITAKER ST; CORAL MOTEL/RM 106	1/10/2014 12:04:37PM
14-00780	914T	SUICIDE THREATS	7891 WHITAKER ST; CORAL MOTEL ; RM #119	1/6/2014 10:13:54AM
14-00722	BUSCK	BUSINESS CHECK	7891 WHITAKER ST; CORAL MOTEL	1/5/2014 7:09:56PM
14-00109	415FAM	FAMILY FIGHT	7891 WHITAKER ST; #137	1/1/2014 10:00:39PM
14-00049	WARSVC	WARRANT SERVICE	7891 WHITAKER ST	1/1/2014 10:31:43AM

June 24, 2025
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A CONSTRUCTION CAREER AND APPRENTICESHIP RESOURCE FAIR

PREPARED BY	PRESENTED BY
Connie Hurtado, Community Services Supervisor	Jim Box, Director of Community Services
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

DISCUSSION

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

A Construction Career and Apprenticeship Resource Fair aims to connect job seekers, students, and community members with local construction employers, apprenticeship programs, and training resources. Scheduled tentatively for September 6, 2025, at the Ehlers Event Center - Heritage Hall from 10:00 a.m. to 2:00 p.m. The event will allow attendees to engage directly with industry professionals and explore a wide range of career pathways from general labor and skilled trades to project management and engineering.

Staff has been in contact with the Western States Regional Council of Carpenters and the LA/OC Building & Construction Trades Council, both of whom have expressed strong interest in supporting and partnering on this initiative.

Key objectives of the fair:

- Provide access to career and employment opportunities
- Highlight apprenticeship and training programs
- Strengthen community and industry connections
- Promote awareness of construction's role in the regional economy
- Offer hands-on experience through a demonstration area
- Provide resume review and career guidance

Participating organizations may include:

- General Contractors
- Skilled Trade Unions (e.g., carpenters, electricians, plumbers)
- Construction Safety and Management Firms
- Union & Non-Union Apprenticeship Programs
- Vocational and Technical Training Institutions
- ROP Schools and NOCE
- Public Safety Agencies (Police and Fire Departments)
- City of Buena Park Human Resources Department

These organizations will offer job seekers insights into hiring practices, wages, certifications, and career advancement, many of which are not widely advertised. Attendees will have the opportunity to connect with hiring managers, industry leaders, and peers.

OUTREACH & MARKETING PLAN

A targeted outreach and marketing strategy will be implemented to ensure strong community participation and awareness. Marketing efforts will include:

Target Audiences:

- Veterans: Outreach through local veterans' organizations, VA programs, and transition assistance offices
- High School and College Students: Collaboration with local high schools, community colleges, and university career centers
- Families: Promotion through school districts, family resource centers, and community events
- Career Changers and Unemployed Residents: Engagement through workforce development centers, job clubs, and the City's social media platforms

Marketing Channels:

- Print flyers and posters in community centers, libraries, and local businesses
- Digital outreach via the City's website, social media platforms, text notification, and e-mail blasts
- Partnerships with local school districts, NOCE, and ROP programs to distribute event information
- Event postings on local job boards, apprenticeship portals, and veterans' job networks
- Press release and media outreach to local newspapers and community radio

Incentive:

To encourage early attendance and broader participation, a complimentary lunch will be provided to the first 125 attendees of the event.

BUDGET IMPACT

Staff requests City Council approval for funding not to exceed $5,000 to support the development and implementation of event marketing, outreach, promotional materials, staff cost, and logistical support, including food service for the attendee incentive.

NEXT STEPS

Pending City Council approval, staff will:

- Schedule a coordination meeting with Jimmy Elrod (Western States Regional Council of Carpenters) and Andrew Gonzales (LA/OC Building & Construction Trades Council) to finalize logistics
- Develop and distribute marketing materials
- Identify and secure participation from qualified organizations
- Draft and implement participation agreements and event guidelines
- Design and order promotional park banners and signage
- Arrange for food service provider to support the first 125 attendees

Staff believes the event will cost no more than $5,000, which will include the costs for outreach, marketing, staff cost and logistical expenses, including an attendee lunch incentive.

Staff is seeking City Council direction about moving forward with this event.

B. DISCUSS AND PROVIDE DIRECTION REGARDING THE IMPLEMENTATION OF A PILOT BUSINESS VISITATION AND OUTREACH PROGRAM

Meeting	Agenda Group
Tuesday, June 24, 2025, 5:00 PM	STUDY SESSION Item: 9B.

Prepared By	Department Head Approval
Melissa Dhauw, Senior Management Analyst	Matt Foulkes, Director of Community & Economic Development

Presented By
Melissa Dhauw, Senior Management Analyst

DISCUSSION

This study session was requested by Council Member Hoque to consider developing a pilot Business Visitation and Outreach Program ("Program"). Buena Park has approximately 4,000 businesses ranging from small "mom-and-pop" establishments, all the way up to international corporations. The purpose of this Program would be to enhance engagement with local businesses, support economic growth, and foster a business-friendly environment in Buena Park. The focus would be small- and medium-sized businesses, which are often less connected to opportunities, resources, and programs offered by the City.

The proposed Program would build on several initiatives already underway in the Community and Economic Development Department, including:

- Size-Up Online Business Assistance Tool
- Buena Park Municipal Code changes to streamline business development
- Support and Assistance services offered by the Business Assistance Team
- Expansion of Online Permits and Services

Through scheduled visits to businesses, the City representative team could gain valuable insights into business operations, challenges, and needs, which can then be translated into tailored support to address business-specific concerns and foster clearer communication and a more business-friendly environment.

Key elements of the business visit could include:

- Short tour of the location to learn about business operations
- Discussion of needs or concerns confronting their business and how the City can help
- Explore growth or expansion opportunities
- Provide flyers/handouts with:
    - Information on City programs available for businesses
    - Key contact information to request City services for specific concerns (e.g. homeless outreach, graffiti program, code enforcement)
    - Updates on City projects/developments

- Resources available through Small Business Administration (SBA), Small Business Development Center (SBDC), Orange County Workforce Development, North Orange County Chamber of Commerce and more

The Program would be promoted through the City's website, display boards, social media platforms, direct email invitations and door-to-door flyer distribution. Interested businesses could sign up for an in-person visit from City representatives either online or by phone. City representatives, comprised of the City Council Member for that district, City Manager (or designee), Community and Economic Development Director, and Economic Development staff, would aim to meet with approximately two to four businesses per month.

Staff is seeking feedback from the City Council on the above-referenced program parameters as well as direction regarding the implementation of the Program starting with businesses in District 4, with the option to expand it to other City Council districts, if desired by other City Council Members.

June 24, 2025
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE USE OF DRONES FOR ILLEGAL FIREWORKS ENFORCEMENT – PILOT PROGRAM

PREPARED BY	PRESENTED BY
Frank Nunes, Police Chief	Nghia Nguyen, Police Captain
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Aaron France, City Manager	Aaron France, City Manager

DISCUSSION

This item was calendared for discussion by Council Member Sonne.

Illegal fireworks pose an ongoing threat to public safety, causing fire hazards, injuries, noise complaints, and quality-of-life issues throughout the community— especially during the Fourth of July. Traditional enforcement methods, such as directed enforcement patrols and mobile surveillance, have proven to be labor-intensive, inherently dangerous for officers and, at times, ineffective in identifying and apprehending violators.

To enhance enforcement capabilities and improve community safety, the Police Department is considering the use of Unmanned Aerial Systems (UAS), commonly known as drones, to assist in identifying and documenting illegal fireworks activity.

The Police Department plans on deploying a drone in a limited area, during peak fireworks period on Fourth of July. The drone will be operated by a vetted third-party vendor under direct supervision of a police officer. The drone will be used in the following ways:

- **Aerial Surveillance**: Provide a real-time view of fireworks hot spots and assist officers on the ground in locating the source of illegal activity.
- **Evidence Collection**: Capture video and photographic evidence to support investigations and potential citations or prosecutions.
- **Resource Allocation**: Allow the Police Department to better direct patrol resources to areas of greatest need based on drone intelligence.

Operational Parameters:

- Drone operations will be limited in scope, time, and area to comply with FAA regulations and protect privacy rights.
    - Will only be used for calls for service or officer-initiated requests.
- All flights will be documented, and footage will be reviewed only for enforcement purposes.
- The program will be conducted in accordance with the Police Department's existing drone policy and applicable laws.

The use of drone technology will serve as a force multiplier to enhance the Police Department's ability to enforce the City's illegal fireworks ordinance in a safe, effective, and accountable manner.

Staff is seeking City Council direction to move forward with utilizing drone technology for the Fourth of July illegal firework enforcement. Should the City Council move forward, staff will report back with outcomes and data following the Fourth of July holiday deployment.

BUDGET IMPACT

The quoted amount for UAS services is $2,000. There is no additional fiscal impact as the cost will be absorbed by the Police Department's existing budget (Account No. 11-650605-6240).