

Tuesday, July 9, 2024, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL REGULAR MEETING AGENDA

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

1: GENERAL

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. INVOCATION
 - By Pastor Albert Fontanez, Grace & Truth Tabernacle Church
- 1D. PLEDGE OF ALLEGIANCE
 - By Adria Jimenez, Director of Government and Community Relations/City Clerk
- 1E. CITY MANAGER REPORT
 - Aaron France, City Manager

2: PRESENTATIONS

- 2A. CERTIFICATE OF RECOGNITION PRESENTED TO THE BUENA PARK POLICE DEPARTMENT FOR THE GUN BUYBACK PROGRAM
 - Presented by Doug Chaffee, Vice Chairman, Orange County Board of Supervisors, Fourth District

3: ORAL COMMUNICATIONS

- 3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4: CONSENT CALENDAR

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

- 4A. APPROVAL OF MINUTES
 - Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of June 25, 2024.
- 4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
 - Recommended Action: Adopt Resolutions approving the Claims and Demands.

- 4C. REJECT ALL BIDS AND RE-ADVERTISE FOR THE 23-24/24-25 ANNUAL SEWER MANHOLE REHABILITATION PROJECT
— Recommended Action: 1) Authorize the Public Works Department and City Clerk's office to reject the bids received on July 1, 2024, for the 23-24/24-25 Annual Sewer Manhole Rehabilitation Project, and re-advertise the project for bid.
- 4D. AGREEMENT WITH FORENSIC NURSE SPECIALISTS, INC. TO PROVIDE FORENSIC EXAMINATION SERVICES
— Recommended Action: 1) Approve an agreement with Forensic Nurse Specialists, Inc. ("FSN") for services rendered related to forensic examinations on an ongoing basis; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary agreements; and 3) Authorize the Police Chief to execute the agreement.
- 4E. AMENDMENT TO AGREEMENT FOR SERVICES WITH SAVANNA SCHOOL DISTRICT AUTHORIZING THE WINGS AFTERSCHOOL PROGRAM
— Recommended Action: 1) Approve an amendment to agreement for services with Savanna School District authorizing the WINGS after school program; and 2) Authorize the City Manager and City Clerk to execute the agreement.
- 4F. AMENDED AND RESTATED AGREEMENT WITH THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA) FOR ANIMAL CONTROL SERVICES FOR FISCAL YEAR 2024-2025
— Recommended Action: 1) Approve an agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services for fiscal year 2024-2025; 2) Authorize the City Attorney and City Manager to make any necessary, non-monetary changes to the amendment; 3) Authorize the Mayor and City Clerk to execute the agreement; and 4) Approve a budget amendment in the amount of \$12,300 from the undesignated General Fund balance for this purpose.
- 4G. APPROVAL OF THE "IF I WERE MAYOR" ESSAY AND POSTER CONTEST AND ASSOCIATED BUDGET AMENDMENT
— Recommended Action: 1) Approve the "If I Were Mayor" Essay and Poster Contest program; and 2) Approve a budget amendment in the amount of \$5,000 for from the undesignated General Fund balance for this purpose.

5: NEW BUSINESS

- 5A. RESOLUTION APPROVING PLANS, SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH DASH CONSTRUCTION COMPANY, INC. FOR THE WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT
— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades Project; 2) Award a contract to DASH Construction Company, Inc. in the amount of \$89,640; 3) Authorize contingency funds in the amount of \$10,000 in the same purchase order; 4) Authorize the City Manager and City Clerk to make any necessary, non-monetary changes to the contract; and, 5) Authorize the City Manager and City Clerk to execute the contract.
- 5B. RESOLUTION APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE
— Recommended Action: 1) Adopt a resolution approving a publicly available pay schedule.
- 5C. COMMERCIAL CORRIDOR FACADE IMPROVEMENT PROGRAM GUIDELINES AND BUDGET ALLOCATION
— Recommended Action: 1) Approve the proposed Commercial Corridor Facade Improvement Program Guidelines; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the program guidelines; 3) Authorize the City Manager and City Clerk to execute agreements with the selected business/property owners; and 3) Approve a budget appropriation in the amount of \$1,000,000 from the undesignated Economic Development Fund balance for this program.

6: PUBLIC HEARING

Public Hearings are held at 6:00 PM

- 6A. APPEAL OF THE PLANNING COMMISSION APPROVAL OF CONDITIONAL USE PERMIT NO. CU-23-5
Consideration of an appeal of the Planning Commission approval of CU-23-5 for a Halloween/horror-themed entertainment facility within the Buena Park Downtown Mall at 8308 On the Mall.
— Recommended Action: 1) Conduct a public hearing; and, 2) Make certain findings and adopt a Resolution denying the appeal, and upholding Planning Commission's approval of Conditional Use Permit No. CU-23-5.

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8: RECESS

8A. RECESS

9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE CREATION OF AN OFFICIAL CITY OF BUENA PARK SONG CONTEST

9B. DISCUSS AND PROVIDE DIRECTION REGARDING THE USE OF THE CITY DIGITAL MARQUEE BY LOCAL NON-PROFIT GROUPS

9C. DISCUSS AND PROVIDE DIRECTION REGARDING BUENA PARK POLICE DEPARTMENT STAFFING AND ORGANIZATIONAL ASSESSMENT REPORT

10: CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11: COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12: ADJOURNMENT

12A. 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, 스페니쉬, 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: July 3, 2024



APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4A
Presented By	Prepared By
Anna Badillo, Assistant City Clerk	Anna Badillo, Assistant City Clerk
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of June 25, 2024.

Attachments

[2024-06-25 CC M 330PM.pdf](#)

[Minutes to be provided.pdf](#)

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD JUNE 25, 2024

Vol. 50 Pg. 1

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, June 25, 2024, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne

ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Traut.

2A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Sonne closed oral communications.

3. CLOSED SESSION

Mayor Sonne stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Gov. Code Section 54957.6

Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources
Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Management Association; Buena Park Police Association; and, Buena Park Unrepresented Employees

3B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Gov. Code Section 54956.9 (d)(4)

Based on existing facts and circumstances, the City is seeking legal advice on whether to protect the City's rights and interests by initiating litigation.

Number of potential cases: One

Mayor Sonne reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A and 3B.

ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 4:23 p.m.

Mayor

ATTEST:

City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Regular City Council Meetings of June 25, 2024

(TO BE PROVIDED)

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4B
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

[Claims 425364-425625 reso.pdf](#)

[Claims 425364-425625 att1of2 resolist.pdf](#)

[Claims 425364-425625 att2of2 voids.pdf](#)

[Claims PR062024 retiree reso.pdf](#)

[Claims PR062024 retiree att1of1 resolist.pdf](#)

[Claims PR062824 reso.pdf](#)

[Claims PR062824 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 \$5,738,790.68 DEMAND NOS., 425364 THROUGH 425625. CANCELLED NOS.424252, 424405 AND 425034 NO VOIDS LIST ATTACHED

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.425364 through 425625 the sum of \$5,738,790.68 set forth on the 23-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 _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424252	V 04/10/24	10004626	EXPEDIA, INC.	995100	CO OP OC APR-JUNE-24	0.00	-25,000.00
1011	424252	V 04/10/24	10004626	EXPEDIA, INC.	995100	B.P. ADS	0.00	-10,264.73
TOTAL CHECK							0.00	-35,264.73
1011	424405	V 04/10/24	10006963	SPEAKWRITE, LLC	650305	TRANSCRIBE/MARCH-24	0.00	-1,637.90
1011	425034	V 05/22/24	00010727	LEXIPOL LLC	651607	ANNUAL LAW ENFORCEMENT	0.00	-19,052.80
1011	425364	06/19/24	10005077	JAVIER GOMEZ	731150	FINAL/CFORM/WEB/JUN24	0.00	250.00
1011	425365	06/19/24	10003451	A T & T	650302	25082912039566 JUNE24	0.00	126.02
1011	425366	06/19/24	10003451	A T & T	650302	25082759691016 JUNE24	0.00	126.02
1011	425369	06/19/24	10003794	A T & T	170670	9391026098 MAY-24	0.00	165.11
1011	425369	06/19/24	10003794	A T & T	650302	9391026075 MAY-24	0.00	42.60
1011	425369	06/19/24	10003794	A T & T	650302	9391065061 MAY-24	0.00	1,250.24
1011	425369	06/19/24	10003794	A T & T	650302	9391026099 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	650302	9391026066 MAY-24	0.00	58.37
1011	425369	06/19/24	10003794	A T & T	650302	9391026065 MAY-24	0.00	58.37
1011	425369	06/19/24	10003794	A T & T	650302	9391026085 MAY-24	0.00	58.37
1011	425369	06/19/24	10003794	A T & T	650302	9391026059 MAY-24	0.00	279.50
1011	425369	06/19/24	10003794	A T & T	650302	9391050226 MAY-24	0.00	507.53
1011	425369	06/19/24	10003794	A T & T	660241	9391026081 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391026052 MAY-24	0.00	28.77
1011	425369	06/19/24	10003794	A T & T	170670	9391026102 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391031461 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391026093 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391026078 MAY-24	0.00	27.56
1011	425369	06/19/24	10003794	A T & T	170670	9391026086 MAY-24	0.00	34.31
1011	425369	06/19/24	10003794	A T & T	170670	9391026096 MAY-24	0.00	56.69
1011	425369	06/19/24	10003794	A T & T	170670	9391026091 MAY-24	0.00	84.25
1011	425369	06/19/24	10003794	A T & T	170670	9391026087 MAY-24	0.00	84.25
1011	425369	06/19/24	10003794	A T & T	860810	9391026103 MAY-24	0.00	93.87
1011	425369	06/19/24	10003794	A T & T	732099	9391026101 MAY-24	0.00	251.20
1011	425369	06/19/24	10003794	A T & T	170670	9391026060 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391026097 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	170670	9391026062 MAY-24	0.00	56.69
1011	425369	06/19/24	10003794	A T & T	170670	9391026079 MAY-24	0.00	56.69
1011	425369	06/19/24	10003794	A T & T	170670	9391054287 MAY-24	0.00	66.54
1011	425369	06/19/24	10003794	A T & T	170670	9391026111 MAY-24	0.00	84.25
1011	425369	06/19/24	10003794	A T & T	170670	9391026061 MAY-24	0.00	84.25
1011	425369	06/19/24	10003794	A T & T	170670	9391026050 MAY-24	0.00	113.89
1011	425369	06/19/24	10003794	A T & T	170670	9391026082 MAY-24	0.00	115.43
1011	425369	06/19/24	10003794	A T & T	170670	9391026089 MAY-24	0.00	139.39
1011	425369	06/19/24	10003794	A T & T	170670	9391031459 MAY-24	0.00	155.55
1011	425369	06/19/24	10003794	A T & T	170670	9391026083 MAY-24	0.00	194.91
1011	425369	06/19/24	10003794	A T & T	170670	9391055764 MAY-24	0.00	444.52
1011	425369	06/19/24	10003794	A T & T	170670	9391036451 MAY-24	0.00	474.64
1011	425369	06/19/24	10003794	A T & T	650302	9391026095 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	650302	9391026054 MAY-24	0.00	29.12
1011	425369	06/19/24	10003794	A T & T	650302	9391026080 MAY-24	0.00	58.37

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425369	06/19/24	10003794	A T & T	650302	9391026090 MAY-24	0.00	84.25
1011	425369	06/19/24	10003794	A T & T	650302	9391026074 MAY-24	0.00	184.11
1011	425369	06/19/24	10003794	A T & T	650302	9391026064 MAY-24	0.00	335.33
1011	425369	06/19/24	10003794	A T & T	650302	9391031460 MAY-24	0.00	380.41
1011	425369	06/19/24	10003794	A T & T	650302	9391026092 MAY-24	0.00	390.31
1011	425369	06/19/24	10003794	A T & T	650302	9391063673 MAY-24	0.00	1,216.40
TOTAL CHECK							0.00	7,979.00
1011	425370	06/19/24	10004528	A T & T	170670	149868998 MAY-24	0.00	117.70
1011	425371	06/19/24	10004247	A T & T MOBILITY	170670	287261541007X05172024	0.00	232.44
1011	425372	06/19/24	00005626	ABBA TERMITE & PESTCONTR	860810	BEEHIVE REMOVAL	0.00	195.00
1011	425373	06/19/24	10007175	ANCOM GROUP INC.	275405	TYPING/SPRING-24	0.00	87.12
1011	425374	06/19/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP B/PHYS/MAY-24	0.00	865.00
1011	425374	06/19/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP B/PHYS/MAY-24	0.00	420.00
TOTAL CHECK							0.00	1,285.00
1011	425375	06/19/24	10013685	AHN, HALEY J	52	UB REFUND	0.00	127.92
1011	425376	06/19/24	10013157	AIRGAP LABS, LLC	126143	FORTINET SUP/MAY-24	0.00	376.00
1011	425376	06/19/24	10013157	AIRGAP LABS, LLC	650303	FORTINET SUP/MAY-24	0.00	376.00
TOTAL CHECK							0.00	752.00
1011	425377	06/19/24	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	136.36
1011	425377	06/19/24	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	265.33
TOTAL CHECK							0.00	401.69
1011	425378	06/19/24	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE/JUNE24	0.00	210.11
1011	425379	06/19/24	00002526	ALL STATE POLICE EQUIPME	650407	#2449 - HUXWRX, FLOW 5	359.60	4,999.60
1011	425380	06/19/24	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL/APRIL-24	0.00	37,766.47
1011	425381	06/19/24	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL/MAY-24	0.00	38,710.53
1011	425382	06/19/24	10013453	ALTA LANGUAGE SERVICES I	121110	LISTEN/SPEAK TEST	0.00	506.00
1011	425383	06/19/24	10013698	ALINA ALVAREZ	11	REF DEPOSIT#R8669	0.00	500.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	EXCESS HRS/MAR-24	0.00	6,804.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GENERAL RETAIN/MAR-24	0.00	22,500.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COST/MAR-24	0.00	1,091.02
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTRFLY2 EXCES/MAR24	0.00	2,583.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	ALOFT EXCESS HR/MAR24	0.00	84.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU EXCES/MAR-24	0.00	84.00
1011	425384	06/19/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTERFLY2 COSTS/MAR24	0.00	449.73
TOTAL CHECK							0.00	33,595.75
1011	425385	06/19/24	00007860	ANAHEIM FULLERTON TOW	171710	TOWING	0.00	175.00

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425386	06/19/24	00009015	TAJEN GRAPHICS, INC	275210	POSTERS EXHIBIT	0.00	103.44
1011	425386	06/19/24	00009015	TAJEN GRAPHICS, INC	275145	AQUATICS SIGNS	0.00	461.54
1011	425386	06/19/24	00009015	TAJEN GRAPHICS, INC	275145	SIGNAGE SUMMER CAMP	0.00	467.64
1011	425386	06/19/24	00009015	TAJEN GRAPHICS, INC	275145	AQUATICS SIGNS	0.00	2,036.48
TOTAL	CHECK						0.00	3,069.10
1011	425387	06/19/24	10010775	DEEPTHI K. ARABOLU	352567	REIMB/CF MEALS/JUNE24	0.00	75.81
1011	425388	06/19/24	10006711	LAURIE AUBUCHON	352363	ED REIMB/JUNE-24	0.00	38.34
1011	425388	06/19/24	10006711	LAURIE AUBUCHON	452410	ED REIMB/JUNE-24	0.00	38.34
1011	425388	06/19/24	10006711	LAURIE AUBUCHON	160105	ED REIMB/JUNE-24	0.00	158.82
1011	425388	06/19/24	10006711	LAURIE AUBUCHON	352567	ED REIMB/JUNE-24	0.00	312.17
TOTAL	CHECK						0.00	547.67
1011	425389	06/19/24	10009401	BANNER BANK	32	ESC#2251 RET#16 & #17	0.00	19,650.25
1011	425390	06/19/24	10011110	BAY AREA DRIVING SCHOOL,	275120	DRIVERS ED/SPRING-24	0.00	33.24
1011	425391	06/19/24	10007722	SELF INSURED SERVICES CO	73	LTD&LIFE INSUR/MAY-24	0.00	3,111.15
1011	425391	06/19/24	10007722	SELF INSURED SERVICES CO	73	LTD&LIFE INSUR/MAY-24	0.00	4,935.66
TOTAL	CHECK						0.00	8,046.81
1011	425392	06/19/24	10006864	SELF INSURED SERVICES CO	73	DENTAL/MAY-24	0.00	23,063.80
1011	425393	06/19/24	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	209.90
1011	425393	06/19/24	10007684	BEST LAWNMOWER, INC	560211	TOOLS	0.00	54.08
1011	425393	06/19/24	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	264.05
TOTAL	CHECK						0.00	528.03
1011	425394	06/19/24	10011115	BLANK ROME LLP	110105	BA HOTEL RESORT/MAY24	0.00	2,720.00
1011	425394	06/19/24	10011115	BLANK ROME LLP	110105	BUTTERFLY/MAY-24	0.00	150.20
TOTAL	CHECK						0.00	2,870.20
1011	425395	06/19/24	10013690	PATRICK BRADLEY	11	REF DEPOSIT#R9823	0.00	500.00
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #78181, CORE 365,	5.25	65.25
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #78181, CORE 365,	5.25	65.25
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #88181M CORE 365,	5.25	65.25
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #88181, CORE 365,	14.00	174.00
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #88181, CORE 365,	1.75	21.75
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	ITEM #88181, CORE 365,	1.75	21.75
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	FLEXFIT HATS, 6477, EM	9.69	179.69
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	731150	UP CHARGES: 2-XXL	0.00	4.00
1011	425396	06/19/24	00000011	MANHATTAN STITCHING COMP	275145	OTTOCAP STRAW LIFEGUAR	155.00	2,155.00
TOTAL	CHECK						197.94	2,751.94
1011	425397	06/19/24	10002369	BRINK'S INCORPORATED	11	SERVICE MAY-24	0.00	1,419.03
1011	425398	06/19/24	00000015	BUENA PARK LOCK & KEY SH	860810	SUPPLIES	0.00	22.09
1011	425399	06/19/24	10007791	MARIE CABALLERO	275150	SCOREKEEP 5/25-6/7/24	0.00	64.00

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425400	06/19/24	10013220	AMBER CABRERA	105105	REIMB MMASC CF 5/22	0.00	59.90
1011	425401	06/19/24	10013680	CABUNOC, ALEX	52	UB REFUND	0.00	569.46
1011	425402	06/19/24	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS MAY 2024	0.00	774.00
1011	425403	06/19/24	00005992	MARIO CAMACHO	631140	REIMB BOOTS	0.00	238.08
1011	425404	06/19/24	10012193	JANE M. CAMERON	106132	CRIME WATCH/JUNE-24	0.00	200.00
1011	425405	06/19/24	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	26.55
1011	425405	06/19/24	00000407	CAMERON WELDING SUPPLY I	171710	INDUSTRIAL GASES	0.00	234.87
TOTAL CHECK							0.00	261.42
1011	425406	06/19/24	10013702	KARINA CARRERA	11	REF DEPOSIT#R10238	0.00	500.00
1011	425407	06/19/24	10012828	GUADALUPE CASTANEDA	631140	REIM/CACEO CLS JUN-24	0.00	114.75
1011	425408	06/19/24	10012050	SERGIO CASTILLO	275135	YT OFFIC 5/25-6/7/24	0.00	60.00
1011	425409	06/19/24	10004469	CERRITOS DODGE CHRYSLER	171710	RADIATOR	0.00	616.70
1011	425409	06/19/24	10004469	CERRITOS DODGE CHRYSLER	171710	WATER PUMP	0.00	392.89
TOTAL CHECK							0.00	1,009.59
1011	425410	06/19/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400240618061	0.00	2,198.00
1011	425411	06/19/24	10007941	CHARTER COMMUNICATIONS H	650302	8448208990007561	0.00	832.54
1011	425412	06/19/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240541370	0.00	823.22
1011	425413	06/19/24	10007941	CHARTER COMMUNICATIONS H	275305	2135784001 JUNE-24	0.00	1,099.00
1011	425413	06/19/24	10007941	CHARTER COMMUNICATIONS H	106132	2135784001 JUNE-24	0.00	7,433.00
TOTAL CHECK							0.00	8,532.00
1011	425414	06/19/24	00010787	CHEROKEE PRODUCTIONS, IN	650208	PUB SAF TR 6/10-11/24	0.00	295.00
1011	425415	06/19/24	10013689	MICHELLE CISNEROS	11	REF DEPOSIT#R10161	0.00	500.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	OCTOBER 20, 2023 - SUP	0.00	416.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - SCREENER 12:00	0.00	2,340.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - PERIMETER 12:0	0.00	975.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - BREAKER 3:00 P	0.00	240.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - BIKE PATROL 12	0.00	468.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	SUPERVISOR - 6:30 PM T	0.00	384.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - SCREENER 6:00	0.00	2,160.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - PERIMETER 6:00	0.00	900.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - BIKE PATROL 6:	0.00	432.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	OCTOBER 21, 2023 - SUP	0.00	480.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - SCREENER 9:00	0.00	2,700.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - PERIMETER 9:00	0.00	1,125.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES CO	106119	GUARD - BREAKER 11:30	0.00	150.00

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BIKE PATROL 9:	0.00	540.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	SUPERVISOR - 4:00 PM T	0.00	512.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - SCREENER 4:00	0.00	2,880.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - PERIMETER 4:00	0.00	1,200.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BREAKER 6:00 P	0.00	180.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BIKE PATROL 4:	0.00	576.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	OCTOBER 22, 2023 - SUP	0.00	560.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - SCREENER 8:00	0.00	3,150.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - PERIMETER 8:00	0.00	1,312.50
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BREAKER 11:30	0.00	150.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BIKE PATROL 8:	0.00	630.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	SUPERVISOR - 4:00 PM T	0.00	448.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - SCREENER 4:00	0.00	1,260.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - SCREENER 4:00	0.00	1,170.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - PERIMETER 4:00	0.00	1,050.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BREAKER 6:00 P	0.00	120.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	GUARD - BIKE PATROL 4:	0.00	504.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	RADIO - 8 PER DAY X 3	0.00	240.00
1011	425416	06/19/24	10012367	CONTEMPORARY SERVICES	CO 106119	WALK THROUGH METAL DET	0.00	3,330.00
TOTAL CHECK							0.00	32,582.50
1011	425417	06/19/24	00004342	COPWARE, INC.	11	FY 24-25 SUBS FEES	0.00	2,550.00
1011	425418	06/19/24	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR/JUNE-24	0.00	420.00
1011	425419	06/19/24	00002224	LORRAINE COTA	650208	REIM/MEALS/CAR/MAY-24	0.00	340.38
1011	425420	06/19/24	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER/MAY-24	0.00	1,129.32
1011	425421	06/19/24	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/MAY-24	0.00	3,027.00
1011	425422	06/19/24	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER JUNE-24	0.00	1,129.32
1011	425423	06/19/24	10013704	COUPLE IN THE KITCHEN LL	995100	BLOG/SOCIAL MEDIA	0.00	5,801.82
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	621.88
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	39.74
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	76.91
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	172.41
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	123.85
1011	425424	06/19/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	897.26
TOTAL CHECK							0.00	1,932.05
1011	425425	06/19/24	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN FEE MAY-24	0.00	400.00
1011	425426	06/19/24	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	1,302.31
1011	425427	06/19/24	10008395	DEVELOPMENT COUNSELLORS	995100	DIGITAL MARKETING	0.00	2,857.33
1011	425428	06/19/24	00000741	DELL MARKETING L P	126143	VLA WINDOWS SERVER USE	0.00	5,086.40
1011	425428	06/19/24	00000741	DELL MARKETING L P	126143	VLA WINDOWS SERVER DC	0.00	12,003.60
TOTAL CHECK							0.00	17,090.00

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425429	06/19/24	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/MAY-24	0.00	2,668.00
1011	425429	06/19/24	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/MAY-24	0.00	162.00
TOTAL	CHECK						0.00	2,830.00
1011	425430	06/19/24	10007127	CALLCASTER SERVICES CORP	126110	SCANNING BLDG PLANS	0.00	150.00
1011	425431	06/19/24	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	2,550.00
1011	425431	06/19/24	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	1,052.46
1011	425431	06/19/24	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	1,260.68
TOTAL	CHECK						0.00	4,863.14
1011	425432	06/19/24	10012373	DOMINICK ESCOBEDO	650208	GANG CF 5/28-30/24	0.00	776.59
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE JR.	0.00	817.00
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	1,757.95
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	3,199.90
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	4,323.95
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES	0.00	4,404.65
1011	425433	06/19/24	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS	0.00	83.20
TOTAL	CHECK						0.00	14,586.65
1011	425434	06/19/24	10004626	EXPEDIA, INC.	995100	COOP OC APR-JUNE-24	0.00	25,000.00
1011	425434	06/19/24	10004626	EXPEDIA, INC.	995100	EXPEDIA BP ADS/APR-24	0.00	10,264.73
TOTAL	CHECK						0.00	35,264.73
1011	425435	06/19/24	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS	0.00	10,947.59
1011	425436	06/19/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	65.65
1011	425436	06/19/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTERS	0.00	140.97
TOTAL	CHECK						0.00	206.62
1011	425437	06/19/24	10003690	FAIR HOUSING FOUNDATION	732040	CDBG REIM/MAY-24	0.00	853.40
1011	425438	06/19/24	00010479	EDWARD FENTON	107420	PK D.SULLIVAN/APR-24	0.00	72.00
1011	425439	06/19/24	10007059	FIVESTAR RUBBER STAMP ET	731110	BADGE	0.00	15.01
1011	425439	06/19/24	10007059	FIVESTAR RUBBER STAMP ET	126120	STAMP	0.00	26.86
TOTAL	CHECK						0.00	41.87
1011	425440	06/19/24	10011366	FLUORESCO SERVICES LLC	126143	TROUBLE SHOOT DOUBLE F	0.00	500.00
1011	425441	06/19/24	10001966	FORENSIC NURSE SPECIALIS	650402	#24-18817,19655,16462	0.00	2,400.00
1011	425442	06/19/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	166.35
1011	425443	06/19/24	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
1011	425444	06/19/24	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	242.44
1011	425444	06/19/24	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	256.45
1011	425444	06/19/24	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	450.40
1011	425444	06/19/24	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,136.76

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425444	06/19/24	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	1,180.94
TOTAL	CHECK						0.00	3,266.99
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 13936518-BULK 48 PC.	0.00	47.96
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 24/365-BULK 72 PC. F	0.00	14.38
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 50/301-ADULTS COOL N	0.00	79.90
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 14103899-BULK 96 PC.	0.00	65.97
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 13820315- SPACE ROCK	0.00	95.88
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 5/599 -BULK 100 PC.	0.00	111.98
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	# 5/810-BULK 100 PC. M	0.00	87.98
1011	425445	06/19/24	10007168	FUN EXPRESS, LLC	160105	TAXES	0.00	39.06
TOTAL	CHECK						0.00	543.11
1011	425446	06/19/24	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/SPRING-24	0.00	332.50
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	560231	SIGN SHOP SUPPLIES	0.00	255.15
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	560210	SUPPLIES	0.00	85.10
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275160	TAPE PICKLEBALL	0.00	41.96
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275130	TAPE SUMMER CAMP	0.00	16.46
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275160	TAPE FOR PICKLEBALL	0.00	54.24
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275150	MARSHAL SUPPLIES	0.00	12.70
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	13.78
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275150	FIELD SUPPLIES	0.00	24.53
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275210	HOLIDAY SUPPLIES	0.00	25.41
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275150	FIELD SUPPLIES	0.00	26.43
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	560231	SIGN SHOP SUPPLIES	0.00	45.22
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	560210	SUPPLIES	0.00	61.85
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	81.74
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275125	AQUATICS	0.00	10.01
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	275130	TAPE FOR SUMMER CAMP	0.00	19.37
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	631140	SMALL TOOLS	0.00	140.29
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	16.14
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	94.15
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	40.56
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	189.20
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	98.70
1011	425448	06/19/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	98.60
TOTAL	CHECK						0.00	1,451.59
1011	425449	06/19/24	10011838	GEORGE HILLS COMPANY, IN	107420	SUBROGATION RECOVERY	0.00	302.42
1011	425450	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	31.88
1011	425451	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	3,165.00
1011	425452	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	457.14
1011	425453	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	178.13
1011	425454	06/19/24	10001832	GHD INC	11	8406-8422 COMMONWEALT	0.00	214.38
1011	425455	06/19/24	10001832	GHD INC	11	8406-8422 COMMONWEALT	0.00	148.77

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425456	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	123.13
1011	425457	06/19/24	10001832	GHD INC	11	84406-8422 COMMONWEAL	0.00	111.39
1011	425458	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	682.14
1011	425459	06/19/24	10001832	GHD INC	11	8650 BEACH BL 7 ELEVE	0.00	2,863.01
1011	425460	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	2,414.89
1011	425461	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	286.76
1011	425462	06/19/24	10001832	GHD INC	11	7242 VALLEY VIEW ST.	0.00	3,326.77
1011	425463	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	494.63
1011	425464	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	129.63
1011	425465	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	440.26
1011	425466	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	189.01
1011	425467	06/19/24	10001832	GHD INC	11	7242 VALLEY VIEW ST.	0.00	873.26
1011	425468	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	91.26
1011	425469	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	59.38
1011	425470	06/19/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	31.88
1011	425471	06/19/24	10013314	VERONICA GILLIAM	275305	REFRESH MOVIE MATINEE	0.00	65.26
1011	425472	06/19/24	10005363	INTERNATIONAL TOURISM MA	106117	SUMMIT CONF	0.00	3,295.00
1011	425473	06/19/24	10010190	NPG INC	560211	#34977-5 - PERM COLD P	172.83	2,152.83
1011	425473	06/19/24	10010190	NPG INC	560211	DELIVERY CHARGE	0.00	250.00
TOTAL CHECK							172.83	2,402.83
1011	425474	06/19/24	10008749	GOOGLE INC.	995100	GOOGLE ADS	0.00	35,714.18
1011	425475	06/19/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	995.65
1011	425475	06/19/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,094.78
TOTAL CHECK							0.00	2,090.43
1011	425476	06/19/24	10004560	SARAH GUERRA	115125	MLG/APRIL-23 LASER CF	0.00	351.75
1011	425477	06/19/24	10013697	PATRICIA GUEVARA	11	REF DEPOSIT#R9453	0.00	500.00
1011	425478	06/19/24	10013692	HECTOR GUZMAN	352567	REIMB/CF MEALS/JUNE24	0.00	67.88
1011	425479	06/19/24	00004150	HANDS ON MAILING & FULFI	352363	WTR REPORT/POSTAGE	0.00	5,928.66

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425480	06/19/24	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/MAY-24	0.00	330.00
1011	425481	06/19/24	00002854	VERONICA HOCHEDÉ	275305	BALRM DNC/SPRING-24	0.00	844.31
1011	425482	06/19/24	10000653	TIM HOGAN	352363	2024 WATER QUAL REP	0.00	7,115.81
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	16.45
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	15.48
1011	425484	06/19/24	00000057	HOME DEPOT /	352363	LINDEN WELL MAINT	0.00	28.32
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	154.08
1011	425484	06/19/24	00000057	HOME DEPOT /	560231	SIGN SHOP SUPPLIES	0.00	966.98
1011	425484	06/19/24	00000057	HOME DEPOT /	352363	METER SURVEY	0.00	133.52
1011	425484	06/19/24	00000057	HOME DEPOT /	560640	SUPPLIES	0.00	125.93
1011	425484	06/19/24	00000057	HOME DEPOT /	275125	SUPPLIES SPLISH SPLAS	0.00	156.09
1011	425484	06/19/24	00000057	HOME DEPOT /	352363	METER SURVEY	0.00	342.65
1011	425484	06/19/24	00000057	HOME DEPOT /	560210	BARRIER	0.00	409.44
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	25.21
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	327.19
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	200.54
1011	425484	06/19/24	00000057	HOME DEPOT /	352363	LINDEN WELL MAINT	0.00	31.78
1011	425484	06/19/24	00000057	HOME DEPOT /	352363	SALT FOR RESERVOIR	0.00	434.77
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	IRRIGATION	0.00	30.89
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	IRRIGATION	0.00	174.32
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	47.79
1011	425484	06/19/24	00000057	HOME DEPOT /	560210	SUPPLIES	0.00	408.70
1011	425484	06/19/24	00000057	HOME DEPOT /	560640	SUPPLIES	0.00	10.69
1011	425484	06/19/24	00000057	HOME DEPOT /	121135	BLADES	0.00	3.20
1011	425484	06/19/24	00000057	HOME DEPOT /	11	ROUGHNECK 32 GAL	0.00	322.93
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	MICROWAVES BREAKRM	0.00	385.75
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	BARSTOOLS BREAKRM	0.00	419.51
1011	425484	06/19/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	266.90
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	225.80
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	REFRIGERATOR BREAKRM	0.00	1,791.89
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	DRAWER HANDLES	0.00	16.49
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	ADDL DRAWER HANDLES	0.00	49.46
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	RETURN CREDIT	0.00	-16.49
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	DRAWER HANDLES	0.00	18.43
1011	425484	06/19/24	00000057	HOME DEPOT /	170670	RETURN CREDIT	0.00	-419.51
TOTAL CHECK							0.00	7,105.18
1011	425485	06/19/24	00008482	HOUSING PROGRAMS	732031	HIP202303 LISA HILL	0.00	700.00
1011	425485	06/19/24	00008482	HOUSING PROGRAMS	732031	HIP202415 CHEN	0.00	500.00
1011	425485	06/19/24	00008482	HOUSING PROGRAMS	732031	HIP202413 A.CASTILLO	0.00	500.00
TOTAL CHECK							0.00	1,700.00
1011	425486	06/19/24	10009091	HUE C LUU	731150	ENG SVC/JUNE-24 FINAL	0.00	6,720.00
1011	425487	06/19/24	10012946	P1124, LLC	995100	SOCIAL MEDIA COVER	0.00	15,754.96
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BEARING SEALS	0.00	19.88
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	COOLANT	0.00	106.50

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	306.03
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	156.19
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	1,277.42
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	7.35
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	16.46
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	122.24
1011	425488	06/19/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	225.54
TOTAL	CHECK						0.00	2,237.61
1011	425489	06/19/24	10012884	JBA CONSULTING DBA NV5 C	170670	IGAA SUP 4/28-6/1/24	0.00	12,345.00
1011	425490	06/19/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	77.34
1011	425491	06/19/24	00000054	TED JONES FORD INC.	171710	TIRE SENSOR	0.00	67.58
1011	425492	06/19/24	10000717	KEYSER MARSTON ASSOC INC	632110	COST ANALYSIS/MAY-24	0.00	2,065.00
1011	425493	06/19/24	10013682	KIM, YOONMI	52	UB REFUND	0.00	151.95
1011	425494	06/19/24	00009647	KIMBALL MIDWEST	171710	HARDWARE	0.00	2,390.76
1011	425495	06/19/24	10003543	MOLLY H. KNOX	275305	EXERCISE CLASS	0.00	156.75
1011	425496	06/19/24	10007915	LANAIR GROUP, LLC	126143	0365 EX CHG/JUNE-24	0.00	2,056.00
1011	425497	06/19/24	00002866	SERGIO LEPE	650208	GANG CF 5/28-30/24	0.00	1,396.74
1011	425498	06/19/24	00000069	LESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	504.21
1011	425499	06/19/24	00010727	LEXIPOL LLC	651607	LAW ENF PUBLISH 12MOS	0.00	19,052.80
1011	425500	06/19/24	00001657	LIEBERT CASSIDY WHITMORE	121110	PROCEL,ET AL DICIPLIN	0.00	80.00
1011	425500	06/19/24	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL/MARCH-24	0.00	80.00
1011	425500	06/19/24	00001657	LIEBERT CASSIDY WHITMORE	121110	INVESTIGATION/MAR-24	0.00	3,771.56
TOTAL	CHECK						0.00	3,931.56
1011	425501	06/19/24	10012952	LOOPNET	632110	LOOPNET/JUNE-24	0.00	111.96
1011	425502	06/19/24	10004795	LOS ANGELES TRUCK CENTER	171710	WATER PUMP	0.00	837.60
1011	425503	06/19/24	00000077	LU'S LIGHTHOUSE INC	171710	CONNECTORS	0.00	94.82
1011	425504	06/19/24	10004514	RAY MACIAS	171710	REIMB/RECERT ASE FEES	0.00	146.00
1011	425505	06/19/24	00002995	ELIZABETH MAERKER	650601	REIM/SNACKS PEER SUP	0.00	110.20
1011	425506	06/19/24	10013663	MAGLONOC, MARIE TESS	52	UB REFUND	0.00	5.67
1011	425507	06/19/24	10005515	KATHLEEN MASTIN	275305	LINE DNC-2024	0.00	76.38
1011	425508	06/19/24	10013260	MBC ENTERPRISES INC.	290163	PEAK/BOISSERANC/MAY24	0.00	208,542.86
1011	425508	06/19/24	10013260	MBC ENTERPRISES INC.	32	PMT#16 RET.	0.00	-10,427.14

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425508	06/19/24	10013260	MBC ENTERPRISES INC.	32	PMT#17 RET.	0.00	-9,223.11
1011	425508	06/19/24	10013260	MBC ENTERPRISES INC.	290163	PEAK/BOISERRANC/MAY24	0.00	184,462.24
TOTAL	CHECK						0.00	373,354.85
1011	425509	06/19/24	10012134	CASEY MCDANIEL	275150	SCORKEEP 5/25-6/7/24	0.00	64.00
1011	425510	06/19/24	10013707	KIMZEY MCGRATH	11	CONCERT/JULY 3, 2024	0.00	2,500.00
1011	425511	06/19/24	00010740	CHRISTINA MENDIVEL	650302	CLEARs TRG/APR-24	0.00	35.00
1011	425511	06/19/24	00010740	CHRISTINA MENDIVEL	650302	CLEARs TRG/JANUARY24	0.00	35.00
TOTAL	CHECK						0.00	70.00
1011	425512	06/19/24	00000698	MIKE LINARES INC	732071	CDBG PROG/MAY-24	0.00	250.00
1011	425513	06/19/24	10000030	HILDA S. MILES	275120	HULA/SPRING-24	0.00	798.00
1011	425514	06/19/24	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	426.88
1011	425515	06/19/24	00009876	MUNICIPAL WATER DIST OF	396848	EFFIC PROG FEB-24	0.00	222.00
1011	425516	06/19/24	10013564	VERN PATRICK NELSON	275210	CHORUS ACCOPAN/MAY24	0.00	250.00
1011	425517	06/19/24	00000506	FRANK NUNES	650201	REIM/AIRFARE/NC CALEA	0.00	581.96
1011	425518	06/19/24	10004133	OC CLERK-RECORDER'S OFFI	732031	RECOVEYANCE/MAY-24	0.00	20.00
1011	425519	06/19/24	10007111	OC CLERK-RECORDER'S OFFI	11	COUNTY FILINGS/MAY-24	0.00	200.00
1011	425520	06/19/24	10005881	OCCSPECIALIST CORP. A ME	121110	DOT PHYS/DAVID OTTEN	0.00	84.00
1011	425521	06/19/24	10005163	OCEAN BREEZE PACIFIC, LL	275305	LINEN CLEANING	0.00	179.16
1011	425521	06/19/24	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINEN LAUNDRY	0.00	524.71
TOTAL	CHECK						0.00	703.87
1011	425522	06/19/24	10013701	MELISSA OLDEN	875805	REF DEPOSIT#R10207	0.00	53.00
1011	425522	06/19/24	10013701	MELISSA OLDEN	11	REF DEPOSIT#R10207	0.00	500.00
TOTAL	CHECK						0.00	553.00
1011	425523	06/19/24	10007787	HBV ENTERPRISES, INC.	171710	BRAKE ROTORS	0.00	258.60
1011	425524	06/19/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	VEH REPL 4TH Q	0.00	57,970.50
1011	425524	06/19/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	CONTRACT 4TH Q 23/24	0.00	3,579,837.25
1011	425524	06/19/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	FACILITIES 4TH Q	0.00	7,155.25
TOTAL	CHECK						0.00	3,644,963.00
1011	425525	06/19/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/JUNE-24	0.00	2,480.00
1011	425526	06/19/24	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/DEC-23	0.00	2,798.93
1011	425527	06/19/24	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEES/NOV-23	0.00	17,749.70
1011	425528	06/19/24	00000221	ORANGE COUNTY SHERIFFS D	650208	SUPV CLS10/21-11/1/24	0.00	465.00

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425529	06/19/24	00000221	ORANGE COUNTY SHERIFFS	D 650208	SUPV CLS 9/9-20/24	0.00	465.00
1011	425530	06/19/24	00000221	ORANGE COUNTY SHERIFFS	D 650208	REP WRITE 8/19-21/24	0.00	71.00
1011	425531	06/19/24	00000221	ORANGE COUNTY SHERIFFS	D 650208	FIELD TRG 9/23-27/24	0.00	130.00
1011	425532	06/19/24	10013699	PRISCILLA OSA	11	REF DEPOSIT#R9974	0.00	500.00
1011	425533	06/19/24	10012668	PACIFIC ADVANCED CIVIL	E 290163	PEAK/BOISSERANC/MAY24	0.00	7,687.50
1011	425534	06/19/24	10013038	PACKET FUSION, INC.	190053	P-CTBU02 SUPPORT	0.00	435.00
1011	425534	06/19/24	10013038	PACKET FUSION, INC.	190053	P-CTBU02 SUPPORT	0.00	1,690.63
1011	425534	06/19/24	10013038	PACKET FUSION, INC.	190053	P-CTBU02 SUPPORT	0.00	1,558.75
TOTAL CHECK							0.00	3,684.38
1011	425535	06/19/24	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	183.85
1011	425535	06/19/24	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	166.02
TOTAL CHECK							0.00	349.87
1011	425536	06/19/24	10013661	PATEL, PRAVIN L.	52	UB REFUND	0.00	42.39
1011	425537	06/19/24	10013206	PAYMENTUS CORPORATION	126152	PH.IVR PAYMENT/MAY-24	0.00	2,012.95
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATICS/M.VANSICKLE	0.00	10.76
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275210	SUM SAFARI/S.MARTINEZ	0.00	12.00
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275405	COMMISS TOUR/SAUCEDA	0.00	15.00
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275120	CLASS SUPL/C.SANCHEZ	0.00	16.23
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATICS/M.VANSICKLE	0.00	17.23
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275145	MLG/MAY-24 M.THOMPSEN	0.00	22.78
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATIC/M.VANSICKLE	0.00	26.78
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATIC/M.VANSICKLE	0.00	26.94
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275145	STAFF MTG/M.VANSICKLE	0.00	28.47
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	SPLASH/M.VANSICKLE	0.00	32.28
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275145	MLG/MAY-24 A.MAGANA	0.00	35.51
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	SPLASH /M.VANSICKLE	0.00	42.56
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275145	STAFF MT/M.VANSICKLE	0.00	44.02
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATICS/M.VANSICKLE	0.00	44.46
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275130	SUM CAMP/M.THOMPSEN	0.00	45.31
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	AQUATIC/M.VANSICKLE	0.00	48.52
1011	425538	06/19/24	00005145	PETTY CASH/COMMUNITY	SER 275125	SPLASH/M.VANSICKLE	0.00	10.75
TOTAL CHECK							0.00	479.60
1011	425539	06/19/24	00002715	ROGER PLUMLEE	650208	SLI527 S7 5/30-6/1/24	0.00	32.60
1011	425540	06/19/24	00008488	THE PRINTERY, INC.	632110	SPEAK UP BROCHURES	0.00	7,355.12
1011	425541	06/19/24	10012855	PROACTIVE WORK HEALTH	SE 121110	HEP B VAC/MAY-24	0.00	400.00
1011	425542	06/19/24	00004049	PSOMAS CORP.	396859	PEAK PARK WELL/APR-24	0.00	59,545.50
1011	425543	06/19/24	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	581.85

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425543	06/19/24	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	86.70
1011	425543	06/19/24	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	226.28
TOTAL CHECK							0.00	894.83
1011	425544	06/19/24	00001348	MULTI SERVICE TECHNOLOGY	560640	MELLADO SAFETY SHOES	0.00	250.00
1011	425545	06/19/24	10013687	EDWARD RODRIGUEZ	560210	REIMB/TUITION MSA	0.00	300.00
1011	425546	06/19/24	10013703	ODILIA RODRIGUEZ	11	REF DEPOSIT#R9934	0.00	1,000.00
1011	425547	06/19/24	10013700	SYLVIA ROJAS	275140	REF SHELTER#R11074	0.00	110.00
1011	425548	06/19/24	00000748	ROSEBURROUGH TOOL INC	560211	HARDWARE	0.00	296.43
1011	425549	06/19/24	10013683	RUCKER, BEVERLY	52	UB REFUND	0.00	120.00
1011	425550	06/19/24	10012263	SAGECREST PLANNING & ENV	11	REIM/MND-24-2/DEPOSIT	0.00	18,205.00
1011	425551	06/19/24	00004970	SUSAN SAXE-CLIFFORD PHD	650105	EVAL/P.BLACKWOOD	0.00	450.00
1011	425552	06/19/24	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL	0.00	22,921.52
1011	425553	06/19/24	10009824	SCM FITNESS REPAIR INC.	170670	GYM EQUIP REPAIR	0.00	229.46
1011	425554	06/19/24	10013708	CYNTHIA ANN SHEA	11	CONCERT JULY 10, 2024	0.00	2,100.00
1011	425555	06/19/24	10007511	SAMANTHA SHERIFF	71	COMPUTER LOAN	0.00	1,346.86
1011	425556	06/19/24	10011504	SHOETERIA, INC.	560210	RODRIGUEZ SAFE SHOE	0.00	111.82
1011	425556	06/19/24	10011504	SHOETERIA, INC.	560210	A RUIZ SAFETY SHOES	0.00	90.00
1011	425556	06/19/24	10011504	SHOETERIA, INC.	352363	J MYLLES SAFETY SHOES	0.00	250.00
TOTAL CHECK							0.00	451.82
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	25.28
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	25.28
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	25.28
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	25.28
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	520.23
1011	425557	06/19/24	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	25.30
TOTAL CHECK							0.00	646.65
1011	425558	06/19/24	10012054	SKYHAWKS SPORTS ACADEMY	275120	MULTI SPORT TOT/SPR24	0.00	1,149.79
1011	425559	06/19/24	10005948	JIMMY SMITH	275305	ROUND DNC/SPRING-24	0.00	407.63
1011	425560	06/19/24	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	837.81
1011	425561	06/19/24	00000530	RLG ENTERPRIZES INC.	650308	FIRST AID SUPPLIES	0.00	158.89
1011	425561	06/19/24	00000530	RLG ENTERPRIZES INC.	650208	FIRST AID SUPPLIES	0.00	170.34
TOTAL CHECK							0.00	329.23
1011	425562	06/19/24	10004676	SONSRAY MACHINERY LLC	171710	SERVICE CALL	0.00	377.32

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425562	06/19/24	10004676	SONSRAY MACHINERY LLC	171710	RADIATOR FAN	0.00	5,500.50
TOTAL CHECK							0.00	5,877.82
1011	425563	06/19/24	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	541.04
1011	425563	06/19/24	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	165.96
TOTAL CHECK							0.00	707.00
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6410 AUTO CTR/MAY-24	0.00	128.33
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	5860 DALE/MAY-24	0.00	428.55
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5755 CRESCENT/MAY-24	0.00	8,735.91
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	ES VLYVW SO FY/MAY-24	0.00	20.05
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	MNCHESTR/ARTSIA/MAY24	0.00	29.94
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/COMNWLTH/MAY24	0.00	34.08
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/MAY-24	0.00	34.08
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/MAY-24	0.00	34.08
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	8252 OR'THORPE/MAY-24	0.00	34.08
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	9TH WESTERN/MAY-24	0.00	39.85
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/MAY-24	0.00	39.85
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7901 LA MIRADA/MAY-24	0.00	39.85
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6221 DALE ST/MAY-24	0.00	39.85
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	STANTON/MAPLE/MAY-24	0.00	39.85
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	CRESCENT/SANRIO/MAY24	0.00	43.14
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6248 CRESCENT/MAY-24	0.00	43.14
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY EO KNOT/MAY24	0.00	44.35
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 MNCHESTR/MAY-24	0.00	44.56
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	BEACH/DURANGO/MAY-24	0.00	45.56
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/MAY-24	0.00	48.05
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6232 AUTO CTR/MAY-24	0.00	49.90
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6200 STANTON/MAY-24	0.00	65.84
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6500 AUTO CTR/MAY-24	0.00	67.67
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6989 ARTESIA/MAY-24	0.00	99.27
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 AUTO CTR/MAY-24	0.00	104.07
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6210 INDIANA/MAY-24	0.00	118.50
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7365 ARTESIA/MAY-24	0.00	120.05
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/MAY-24	0.00	148.79
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/9TH MAY-24	0.00	55.26
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY OFF RMP/MAY24	0.00	59.04
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5755 CRESCENT/MAY-24	0.00	59.90
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7113 FIRESTONE/MAY-24	0.00	63.73
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/STAGE/MAY-24	0.00	70.60
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/CRESCENT/MAY-24	0.00	80.79
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	SW CNR OR'THORP/MAY24	0.00	88.14
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6002 OR'THORPE/MAY-24	0.00	90.90
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7582 COMNWLTH/MAY-24	0.00	96.10
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	SAN REMO/VL VW/MAY-24	0.00	96.10
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7201 ARTESIA/MAY-24	0.00	98.19
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/ARTESIA/MAY-24	0.00	98.76
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	5700 BRIDGEPORT/MAY24	0.00	103.81
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/MAY-24	0.00	132.14
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7901 LA MIRADA/MAY-24	0.00	149.50
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LITING/MAY-24	0.00	1,762.72
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	6140 BALL WELL/MAY-24	0.00	6,121.75

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6660 BEACH/MAY-24	0.00	6,442.38
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	2881 RSECRNS/MAY-24	0.00	8,467.21
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7731 STANTON/MAY-24	0.00	224.57
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	KNT SO VILLAGE/MAY-24	0.00	5,523.66
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7750 CAMELLIA/MAY-24	0.00	20,319.59
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6640 BEACH/MAY-24	0.00	20,351.22
1011	425566	06/19/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LIGHTING/MAY-24	0.00	64,153.80
TOTAL CHECK							0.00	145,431.10
1011	425567	06/19/24	00000336	SOUTHERN CALIFORNIA	EDIS 11	OPER.RT FY 24-25	0.00	7,024.90
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6601 BEACH/MAY-24	0.00	5.08
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7600 DALE ST/MAY-24	0.00	14.79
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8152 KNOTT AVE/MAY-24	0.00	19.88
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150 KNOTT/MAY-24	0.00	23.81
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7225 EL DORADO/MAY-24	0.00	25.32
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7171 8TH ST/MAY-24	0.00	26.81
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6660 BEACH/MAY-24	0.00	30.71
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6955 ARAGON/MAY-24	0.00	122.02
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150KNOTT #D/MAY-24	0.00	607.21
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6650 BEACH/MAY-24	0.00	653.21
1011	425568	06/19/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6640 BEACH/MAY-24	0.00	2,097.55
TOTAL CHECK							0.00	3,626.39
1011	425569	06/19/24	10006963	SPEAKWRITE, LLC	650305	TRANSCRIBE/MAY-24	0.00	1,855.98
1011	425570	06/19/24	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	554.82
1011	425571	06/19/24	00010381	SPOK INC	860810	PHONES	0.00	7.39
1011	425571	06/19/24	00010381	SPOK INC	275305	PHONES	0.00	7.39
1011	425571	06/19/24	00010381	SPOK INC	352363	PHONES	0.00	28.72
TOTAL CHECK							0.00	43.50
1011	425572	06/19/24	00001085	STAPLES CONTRACT & COMME	171710	OFFICE SUPPLIES	0.00	420.99
1011	425572	06/19/24	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	22.62
1011	425572	06/19/24	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	29.80
TOTAL CHECK							0.00	473.41
1011	425573	06/19/24	10008317	SUNNY SLOPE TREE FARM, I	560641	PLANTS	0.00	1,282.23
1011	425574	06/19/24	10008410	FULLERTON SIGNS, INC	11	BANNER/HOLDER/GRAD24	0.00	2,764.83
1011	425574	06/19/24	10008410	FULLERTON SIGNS, INC	11	BANNER/HOLDER/GRAD24	0.00	500.00
TOTAL CHECK							0.00	3,264.83
1011	425575	06/19/24	10013709	MARY TANTOCO	11	REF DEPOSIT#R9317	0.00	500.00
1011	425576	06/19/24	10012943	TEXT MY GOV	11	SOFTWARE FY 24-25	0.00	7,000.00
1011	425577	06/19/24	10013691	LOTUS THAI	631140	REIMB EXPENSE 6/5/24	0.00	1,834.80
1011	425578	06/19/24	10009023	TIRE HUB, LLC	171710	STOCK ORDER	0.00	1,065.48

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	425579	06/19/24	10011938	T-MOBILE	995100	995916635 MAY-24	0.00	30.80	
1011	425580	06/19/24	10011938	T-MOBILE	171710	974300786 MAY-24	0.00	72.80	
1011	425581	06/19/24	00004212	TOWNSEND	PUBLIC AFFAIRS	105105	LOBBYIST JUNE-24	0.00	6,056.25
1011	425581	06/19/24	00004212	TOWNSEND	PUBLIC AFFAIRS	352267	LOBBYIST JUNE-24	0.00	2,018.75
TOTAL CHECK								8,075.00	
1011	425582	06/19/24	00004212	TOWNSEND	PUBLIC AFFAIRS	105105	GRANT WRITING/JUNE-24	0.00	5,000.00
1011	425583	06/19/24	10013495	TRANSTECH ENGINEERS, INC	560220	ON CALL ENG/MAY-24	0.00	12,950.00	
1011	425584	06/19/24	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE EMP POLY J.MUNOZ	0.00	275.00	
1011	425585	06/19/24	10012511	TSG ENTERPRISES, INC	290150	WHITAKER PARK/MAY-24	0.00	22.25	
1011	425585	06/19/24	10012511	TSG ENTERPRISES, INC	290150	WHITAKER PARK/MAY-24	0.00	1,290.50	
1011	425585	06/19/24	10012511	TSG ENTERPRISES, INC	290163	PEAK/BOISSERANC/MAY24	0.00	1,735.00	
TOTAL CHECK								3,047.75	
1011	425586	06/19/24	10012155	TUNNELWORKS SERVICES, IN	490015	EMERGENCY SEWER LINE R	0.00	41,100.00	
1011	425587	06/19/24	10013688	JOSEPH TURNEY	11	RF E24-0150 7956 JACK	0.00	100.00	
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101	LDR CF A.BROWN/LOPEZ	0.00	-120.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101	LDR CF CASTNEDA/LOPEZ	0.00	-120.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	11	MO DY PAINT/NORIEGA	0.00	-99.64
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	INT'L SHIP WR/COPPING	0.00	-90.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	INT'L SHIP WR/COPPING	0.00	-90.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	INT'L SHIP WR/COPPING	0.00	-90.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	INT'L SHIP WR/COPPING	0.00	-85.85
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115120	REF/CREDIT/GUERRA	0.00	-60.33
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115120	REF/CREDIT/GUERRA	0.00	-60.33
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	CHG ADDR /COPPING	0.00	2.20
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	126120	CHAIR COVERS/HYUN	0.00	5.17
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	11	MO DY PAINT/DAVIS	0.00	5.39
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	121110	AMZN/ADVBILSUPPLIE/RV	0.00	5.92
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305	LAMINATION/NORIEGA	0.00	6.47
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117	SANITIZER IPW/COPPING	0.00	7.19
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	7.58
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305	OFFICE SUPL/NORIEGA	0.00	8.46
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	998100	GEL PENS/MESHGRAM	0.00	8.61
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275605	WINGS SUPL/MARTINEZ	0.00	9.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115110	OFFICE SUPL/JIMENEZ	0.00	9.69
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650303	TESLA CONNECT/NGUYEN	0.00	9.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	631142	TOBACCO AD/FEWER	0.00	10.65
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101	COUNCIL SUPPL/GUERRA	0.00	10.75
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275205	SPOTIFY/MARTINEZ	0.00	10.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	11.72
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115125	LASER CF SNACK/GUERRA	0.00	11.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101	COUNCIL DESSERT/LOPEZ	0.00	12.08
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	998100	DRY EASEMARKR/MESHGRAM	0.00	12.27
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710	FUEL/TRFMOTOR/SALAZAR	0.00	10.28

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	12.01
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	JUICE HOUR/ESCAMILLA	0.00	12.46
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	17.58
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	AXON MEAL/DIERINGER	0.00	12.52
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/NORIEGA	0.00	12.92
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115120	PASSPORT SUPL/GUERRA	0.00	13.57
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650302	UNI-BALL PENS/WILLIAM	0.00	14.50
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MOTHER'S DAY/HURTADO	0.00	14.97
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 632110	ICSC-24 LV PK/FRANCE	0.00	15.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY PAINT/DAVIS	0.00	15.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	LYFT/IPW COPPING	0.00	15.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	PROCESSING FEE/HUNT	0.00	15.53
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	PK@HOTEL IPW/DIEZ	0.00	15.53
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/VU	0.00	15.91
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	ZOOM MO.CHG/NGUYEN	0.00	15.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 160105	ZOOM SUBS/MIKHAEL	0.00	15.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	LABE TAPE/MIKIEWICZ	0.00	16.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	STATEBROS/POLSGT/DP	0.00	16.51
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 732044	HMLESS LYFT/NIELSEN	0.00	16.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	LYFT @ IPW/COPPING	0.00	16.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	MEAL BRK SEWER/MOORE	0.00	17.22
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115125	LASER CF LUNCH/GUERRA	0.00	17.75
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	MAIN CF RM SUPL/GUERRA	0.00	18.27
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/CPCA CLASS/COTA	0.00	18.30
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650402	PH.CASE/NGUYEN	0.00	18.31
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115110	CITY CLK SUPL/LOPEZ	0.00	18.41
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	BKF @ IPW/COPPING	0.00	18.65
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 731110	GEL PENS/MESHAM	0.00	19.20
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 631140	SCALE/MESHAM	0.00	19.37
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 105105	COURT.HSE.PK/FRANCE	0.00	20.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGING/NGUYEN	0.00	20.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275305	TEST STRIPS/NORIEGA	0.00	20.45
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	PERSONAL CHG/GUERRA	0.00	21.54
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DESSERT/LOPEZ	0.00	21.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	MEAL BRK WATER/MOORE	0.00	22.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650302	LABELS/TAPE SUPL/COTA	0.00	23.22
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYC/SALAZAR	0.00	19.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	20.17
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	20.46
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	21.08
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYC/SALAZAR	0.00	21.56
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	21.65
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	22.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	23.84
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	24.73
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	25.12
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY PAINT/NORIEGA	0.00	23.85
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OLDER AMER BKF/DAVIS	0.00	24.48
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650105	POSTAGE/FLS DR/COTA	0.00	24.53
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115110	NAME PLT/JIMENEZ/LOPE	0.00	24.77

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 18
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 105105	NAME PLT/FEWER/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 731120	NAME PLT/FOULKES/LOPE	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 275105	NAME PLT/BOX/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 160105	NAME PLT/MIKHAEL/LOPE	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 126120	NAME PLT/HYUN/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 105105	NAME PLT/FRANCE/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 105105	NAME PLT/CARDINALE/LO	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 121110	NAME PLT/FENTON/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 650101	NAME PLT/NUNES/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 115110	NAME PLT/BADILLO/LOPE	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 115110	NAME PLT/OCFA/LOPEZ	0.00	24.77
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 106117	PK IPW CONV/DIEZ	0.00	25.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 106117	PK IPW CONV/DIEZ	0.00	25.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 106117	PARKING IPW/COPPING	0.00	25.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 106117	PK FEE IPW/COPPING	0.00	25.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 115125	LASER CF BKF/GUERRA	0.00	25.79
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 275145	CANDY/TRAINING/SANCHE	0.00	26.59
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	26.97
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	EV CHARGING/NGUEYEN	0.00	27.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 11	MO DY SUPL/NORIEGA	0.00	27.13
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 11	MO DY SUPL/NORIEGA	0.00	27.47
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	27.96
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	28.74
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 106117	OFFICE SUPL/COPPING	0.00	29.08
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	29.11
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 650208	AXON/MEAL/DIERINGER	0.00	29.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	29.32
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	29.37
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 105105	MO SUBS/ADOBE/MEDINA	0.00	29.99
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	30.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 101101	OC DIV MT/SONNE/LOPEZ	0.00	30.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 101101	OC DIV MT/BROWN/LOPEZ	0.00	30.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 101101	OC DIV MT/TRAUT/LOPEZ	0.00	30.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	30.01
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/VU	0.00	30.35
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/MOTORCYC/SALAZAR	0.00	26.08
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	26.31
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	26.62
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRFMOTOR/SALAZAR	0.00	34.93
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	30.47
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	30.75
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	31.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	31.15
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	31.24
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	31.44
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	31.61
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	31.94
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 170670	MAIN CF RM SUPL/GUERR	0.00	32.31
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	32.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 650208	TRG DIN 4/22/NGUYEN	0.00	32.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	33.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	33.16

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 19
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115125 LASER CF LUNCH/GUERRA	0.00	33.22
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/TRF MOTOR/RICE	0.00	33.30
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHARGING/NGUYEN	0.00	33.37
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/TRF MOTOR/LEE	0.00	33.49
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 OFFICE SUPL/COPPING	0.00	33.54
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275130 DECOR/BOISSER/SANCHEZ	0.00	33.69
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 TAXI EXPEDIA/COPPING	0.00	34.91
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 TAXI EXPEDIA/COPPING	0.00	34.91
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 AXON LUGGAGE/DIERINGE	0.00	35.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 CAR WASH CM/FRANCE	0.00	35.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHARGING/NGUYEN	0.00	35.36
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	160105 OFFICE SUPL/MIKHAEL	0.00	35.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 FUEL/TRF MOTOR/VU	0.00	36.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275120 TOTTIME SASH/MARTINEZ	0.00	36.14
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	11 MO DY PAINT/DAVIS	0.00	36.56
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 TRG LUN 4/25/NGUYEN	0.00	36.81
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 PICKLBL FLAGS/HURTADO	0.00	37.67
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 DINNER @ IPW/COPPING	0.00	40.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101 BISCO-MOU SIGN/MEDINA	0.00	40.20
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275605 WINGS SUPL/MARTINEZ	0.00	40.22
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	170670 BUG ZAPPER/LIBUNAO	0.00	40.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115125 LASER CF LUNCH/GUERRA	0.00	40.45
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	632110 ICSC LV PARKING/FRANC	0.00	41.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 GSUITE MO/COPPING	0.00	41.04
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	171710 EV CHARGING/NGUYEN	0.00	41.08
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 TRG LUN 4/22/NGUYEN	0.00	41.24
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 OLDER AMER.BKF/DAVIS	0.00	41.34
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115125 LASER CF DINNR/GUERRA	0.00	42.97
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 OLDER AMER BKF/DAVIS	0.00	43.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 PICKLBL DECO/HURTADO	0.00	43.09
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	170670 BREAK TV MOUNT/COLES-	0.00	43.09
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	998100 MAG.ERASERS/MESHAM	0.00	43.28
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	731120 LABEL MAKER/MESHAM	0.00	43.79
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	121135 BROCHURE HOLDR/AVEREL	0.00	44.10
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	115125 LASER CF DINNR/GUERRA	0.00	46.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 TRF DIN 4/24/NGUYEN	0.00	47.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL SUPL/GUERRA	0.00	47.61
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 AXON/TRAVEL/DIERINGER	0.00	47.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101 PRAY BKF/CASTAN/LOPEZ	0.00	48.74
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	101101 SNACK/CONGRES/SANCHEZ	0.00	48.96
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	452410 MEAL BRK SEWER/MOORE	0.00	49.44
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 TRG DIN 4/23/NGUYEN	0.00	50.29
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 AXON MEAL/DIERINGER	0.00	50.45
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 PICKLBL DECO/HURTADO	0.00	51.12
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650407 ARMORER/DIERINGER	0.00	52.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	650208 AXON MEAL/DIERINGER	0.00	52.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	632110 ICSC LV/FOULKES/FRANC	0.00	53.17
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 FLYER DISPLAY/HURTADO	0.00	53.86
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275305 PICKLBL PADDLE/HURTAD	0.00	53.86
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 PK AIRPORT/COPPING	0.00	54.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	275605 WINGS SUPL/MARTINEZ	0.00	54.26
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME	106117 ADOBE MO/COPPING	0.00	54.99

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 20
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 632110	ICSC LV FOULKS/FRANCE	0.00	56.49
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	OFFICE SUPL/COPPING	0.00	58.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650409	20' CONTAINER/WILLIAM	0.00	59.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	MEAL BRK SINK/MOORE	0.00	59.80
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY REFRESH/NORIEGA	0.00	61.62
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	KNOTTREST/ADMINAST/DP	0.00	61.65
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	DINNER EXPEDIA/COPPIN	0.00	62.07
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	64.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121135	COM CODES/AVERELL	0.00	65.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 632110	ICSC LV FOULKS/FRANCE	0.00	67.33
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY FOOD/NORIEGA	0.00	67.88
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275305	PICKLBL CUT/HURTADO	0.00	68.21
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL 3 TRF MOTOR/VU	0.00	69.71
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 631140	EASEL STND/MESHAM	0.00	72.83
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650407	BATTERIES/DIERINGER	0.00	73.71
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	AXON/MEAL/DIERINGER	0.00	74.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	AXON MEAL/DIERINGER	0.00	74.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL CM VEH/FRANCE	0.00	75.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	CF RM ITEMS/JIMENEZ	0.00	75.40
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/CM VEH/FRANCE	0.00	75.84
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	MAIN CF RM SUPL/GUERR	0.00	77.57
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	2.5 GL COFFEE/ESCAMIL	0.00	77.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	SUNDNT/SUSABSTRNG/DP	0.00	77.81
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY PAINT/NORIEGA	0.00	79.02
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	MEAL BRK SEWER/MOORE	0.00	80.07
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	PK OTEL IPW CF/DIEZ	0.00	80.73
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 550503	PH.MT.MTRCYCL/WILLIAM	0.00	80.80
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 352363	TRG CLS PW LUN/MCGEE	0.00	83.52
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 631140	LAPTOP STND/MESHAM	0.00	83.59
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	MEAL BRK SEWER/MOORE	0.00	85.10
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	FLOWERS/SWIFT/LOPEZ	0.00	88.88
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	SCAG CF/BROWN/LOPEZ	0.00	92.70
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY PAINT/DAVIS	0.00	93.12
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 126120	LSL GAAT GARCIA/HYUN	0.00	95.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO DY SUPL/NORIEGA	0.00	99.64
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275105	FRIENDLY CTR/KURATA	0.00	101.94
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275105	PLOTTER PAPER/SANCHEZ	0.00	102.35
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	PK HOTEL IPW/COPPING	0.00	103.50
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275405	COFFEE SUPL/MARTINEZ	0.00	104.43
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275210	MEM.DAY SUPL/SAUCEDA	0.00	104.76
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	USB C HDMI/MIKIEWICZ	0.00	106.71
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115120	PASSPORT SUPL/GUERRA	0.00	107.74
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	KKANBU/POLRCRT/DP	0.00	107.76
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	JWA PARKING/DIERINGER	0.00	108.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650405	DOG FOOD/WILLIAMS	0.00	113.01
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	AXON HOTEL/DIERINGER	0.00	114.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	GAUCHOGR/L/POLSGT/DP	0.00	114.65
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 40	ENG2RWRD/RIDSHRGC/RV	0.00	114.68
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	PACKAGE MAIL/COPPING	0.00	115.27
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	SEOUL VISIT/MEDINA	0.00	116.47
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 171710	GAS DET.TRIP/BAILEY	0.00	116.68
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	REFRIG/GASKET/LIBUNAO	0.00	117.30

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 21
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	REFRIG/GASKET/LIBUNAO	0.00	117.30
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 731120	DROPBX RENEW/FOULKES	0.00	119.88
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115110	DR.BX A.BADILLO/LOPEZ	0.00	119.88
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115120	PASSPORT SUPL/GUERRA	0.00	120.66
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	NAME PLT/COUNCL/LOPEZ	0.00	123.85
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	SMSCLB/SNCKPANELS/RV	0.00	124.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 105105	MMASC-24 CF/FEWER	0.00	125.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115110	OC LUN/JIMENEZ/LOPEZ	0.00	125.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	ACTUATOR HSE/LIBUNAO	0.00	129.32
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 731150	RECERT A.TART/MESHGRAM	0.00	135.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MOTHER'S DAY/HURTADO	0.00	137.41
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 632110	ICSC LV FOULKES/FRANCE	0.00	138.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 731150	PLAN TAGS/MESHGRAM	0.00	142.85
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650601	4 PIZZAS/BPPD/ESCAMIL	0.00	116.33
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	PASTRIES/ESCAMILLA	0.00	179.01
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	YR SUBS/GRAMMER/NGUYE	0.00	144.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	RELIEF VALVE/LIBUNAO	0.00	145.80
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	DDR4 16GB/MIKIEWICZ	0.00	146.48
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650404	NENA/MBRSHP/DIERINGER	0.00	147.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 632110	ICSC LV FOULKES/FRANCE	0.00	151.48
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650402	EV CHG ADAPTER/NGUYEN	0.00	154.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 105105	MMASC CF/AMBER/MEDINA	0.00	155.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	SNACKS/WATER/COTA	0.00	158.90
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	KNTREST/ENVLNSP/DP	0.00	160.47
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275120	TOTTIME GRAD/MARTINEZ	0.00	167.13
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	BEV/STK HLD MTG/COTA	0.00	173.20
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560231	DRILL BITS/DAHL	0.00	174.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	LOGITECH CAM/MIKIEWIC	0.00	174.57
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560212	CEAOC MTG/MIKHAEL	0.00	177.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560231	SIGN SHOP SUPL/COLES-	0.00	179.58
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	CF MEAL/NGUYEN/NUNES	0.00	186.82
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	FINAL PY HOTEL/COPPIN	0.00	195.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121135	GIVAWAYS/COLES-GUZMAN	0.00	197.51
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DINNER/LOPEZ	0.00	207.18
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 126152	ONLINE PY GTWY/HYUN	0.00	208.30
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	MO.RT COFFEE/FOULKES	0.00	210.11
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 998100	WHITEBOARD/MESHGRAM	0.00	213.33
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	BUG ZAPPERS/LIBUNAO	0.00	215.44
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650404	EQUIPMENT/DIERINGER	0.00	215.46
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL FOOD/JIMENEZ	0.00	217.75
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275305	TV FITNESS CTR/DAVIS	0.00	219.35
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560210	MSA TRG/PORTER	0.00	226.60
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650601	MEDAL WAL PHOT/BAILEY	0.00	228.90
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DINNER/LOPEZ	0.00	229.49
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275130	DIVIDERS/SANCHEZ-REYE	0.00	238.11
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 352363	TRG CLS PW LUN/MCGEE	0.00	241.32
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	SCAG HOTEL CSTN/LOPEZ	0.00	246.25
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650303	DDR4 16GB/MIKIEWICZ	0.00	247.26
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 631142	TOBACCO AD/FEWER	0.00	250.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275105	STALL MEAL/HURTADO	0.00	250.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560231	CONCRETE COAT/DAHL	0.00	269.98
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 11	MO'S DY PLATR/HURTADO	0.00	271.53

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 22
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650402	PRT CRADLE/WILLIMAS	0.00	280.16
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	LED LIGHTS/LIBUNAO	0.00	292.14
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	MO.COFFEE/FOULKES	0.00	299.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650105	CISM DEBRIEF/BAILEY	0.00	300.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	GANG CF ESCOBEDO/NGUY	0.00	300.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	GANG CF/LEPE/NGUYEN	0.00	300.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRG HOTEL/MTNZ/GEYER	0.00	320.70
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRG HOTEL/COTA/GEYER	0.00	320.70
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275405	BULLETIN BRD/SAUCEDA	0.00	320.81
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 101101	CNCL WEB CAMERA/LOPEZ	0.00	322.17
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560210	BRUSH HEAD/PORTER	0.00	323.24
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 115125	LASER CF RM/PK/GUERRA	0.00	330.73
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 560210	NO PRKING SIGN/PORTER	0.00	337.25
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	DRINK FILTRAT/LIBUNAO	0.00	363.96
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	EMAIL MKT SUBS/DIEZ	0.00	453.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	ELEV REP PARTS/HUNT	0.00	466.79
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121110	EMPLOYEEBBQDEPOSIT/EF	0.00	500.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	HOSTED MEDIA STY/DIEZ	0.00	512.28
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	BREAKROOM TV/COLES-GU	0.00	542.58
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106127	MEAL/LOVE BP/SAUCEDA	0.00	568.76
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 121135	COM.CODES/AVERELL	0.00	600.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	HOSTED MEDIA STY/DIEZ	0.00	637.68
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 170670	WHEL CHR LIFT PT/HUNT	0.00	675.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRF HOTEL CPCA/NGUYEN	0.00	689.58
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 275105	ALL-STAFF MEAL/KURATA	0.00	766.70
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 40	ENG2RWRD/RDSHRGFC/DP	0.00	875.70
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	HOTEL RM IPW/COPPING	0.00	898.25
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106117	HOTEL/IPW CONV/DIEZ	0.00	966.80
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 160105	PWW EMP BBQ/HUNT	0.00	970.60
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 452410	EMG REPAIR/COLES-GUZZM	0.00	1,090.12
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106118	FOOD FEE IPW/COPPING	0.00	1,170.76
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	AXON HOTEL/DIERINGER	0.00	1,491.12
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TUITION 2 CALEA/NUNES	0.00	1,560.00
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106127	MEALS/LOVE BP/BOX	0.00	1,959.06
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 106118	GRATUITY FOOD/COPPING	0.00	2,341.55
1011	425603	06/19/24	00010474	U.S.BANK	CORPORATE PAYME 995100	IPW MEXICO/COPPING	0.00	3,378.23
TOTAL CHECK							0.00	45,382.83
1011	425604	06/19/24	10002020	ULINE, INC.	650302	6 BLK CHAIRS FOR PD	0.00	2,072.52
1011	425605	06/19/24	00003683	UNITED RESOURCE SYSTEMS	126152	JUNE24 UB COLLECT FEE	0.00	5.92
1011	425606	06/19/24	10012924	URBAN HABITAT	32	PMT#11 RET.	0.00	-40,318.38
1011	425606	06/19/24	10012924	URBAN HABITAT	290150	WHITAKER SCH/MAY-24	0.00	806,367.64
TOTAL CHECK							0.00	766,049.26
1011	425607	06/19/24	10011587	US BANK	997100	CUSTODY ACCT/APR-24	0.00	291.67
1011	425608	06/19/24	10011587	US BANK	11	CUSTODY ACCT/APR-24	0.00	208.33
1011	425609	06/19/24	10006634	VAN DE POL ENTERPRISES,	171710	BULK OIL	0.00	2,385.58

SUNGARD PUBLIC SECTOR
DATE: 06/19/2024
TIME: 12:55:47

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 23
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240606 00:00:00.000' and '20240619 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425610	06/19/24	00001911	JEFF VAN SICKLE	275135	YT OFFIC 5/25-6/7/24	0.00	80.00
1011	425611	06/19/24	10009230	VERIZON BUSINESS	170670	4123237 X26 MAY-24	0.00	434.17
1011	425612	06/19/24	10000428	VISTA MEDIA SERVICES	106132	COUNCIL MT/MAY,JUNE24	0.00	600.00
1011	425613	06/19/24	10008881	VOHNE LICHE KENNELS, INC	650405	MO MAINT TRG/MAY-24	0.00	400.00
1011	425614	06/19/24	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	180.70
1011	425615	06/19/24	10013555	WEST COAST SAFETY SUPPLY	352363	#200-900 NOMAD 360 SCE	365.49	5,081.47
1011	425615	06/19/24	10013555	WEST COAST SAFETY SUPPLY	352363	FREIGHT	0.00	145.90
1011	425615	06/19/24	10013555	WEST COAST SAFETY SUPPLY	352363	#ES-915-C EASY SCAN BA	542.50	7,542.50
TOTAL CHECK							907.99	12,769.87
1011	425616	06/19/24	00000140	WEST COAST SAND & GRAVEL	352363	TOPSOIL	0.00	598.79
1011	425617	06/19/24	10012651	WILD RIVERS WATERPARK SP	275130	GROUP SALES PAID CHAPE	0.00	135.00
1011	425618	06/19/24	10012502	WILD WATER OPERATING LLC	171710	MONTHLY CAR WASH	0.00	881.60
1011	425619	06/19/24	10012502	WILD WATER OPERATING LLC	171710	BUENA PARK CAR WASHES	0.00	851.20
1011	425620	06/19/24	10000546	WILLDAN FINANCIAL SERVIC	396829	DEVEL IMPACT/MAY-24	0.00	950.00
1011	425621	06/19/24	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/MAY-24	0.00	1,614.00
1011	425622	06/19/24	10013257	WORKCARE, INC.	121110	PD WELLNESS/MAY-24	0.00	7,604.94
1011	425623	06/19/24	10000416	YMCA OF ANAHEIM, CORPORA	275120	STARS/SPRING-24	0.00	912.38
1011	425624	06/19/24	10006857	YARDLEY ORGILL CO., INC.	352363	CL2 FREEWAY	0.00	29.85
1011	425624	06/19/24	10006857	YARDLEY ORGILL CO., INC.	352363	TRUCK STOCK	0.00	259.91
1011	425624	06/19/24	10006857	YARDLEY ORGILL CO., INC.	352363	FLANGE ADAPTER	0.00	121.82
TOTAL CHECK							0.00	411.58
1011	425625	06/19/24	10012296	YOUNG CHAMPIONS RECREATI	275120	KARATE/SPRING-24	0.00	2,707.22
TOTAL CASH ACCOUNT							1,638.36	5,738,790.68
TOTAL FUND							1,638.36	5,738,790.68
TOTAL REPORT							1,638.36	5,738,790.68

Voided Check Numbers	Date Printed
425367	6/19/2024
425368	
425447	
425483	
425564	
425565	
425588	
425589	
425590	
425591	
425592	
425593	
425594	
425595	
425596	
425597	
425598	
425599	
425600	
425601	
425602	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$20,423.26 COVERING RETIREE PAYROLL ENDING JUNE 30,
2024.

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

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

Director of Finance

SECTION 2: The claims and demands in the sum of \$20,423.26, set forth on
the 2-page register attached to this resolution and made a part here of have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 13:51:08

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

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

PAYRUN: MOR
DATE: 06/20/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
375618	.00	3.00		BEVINS, RONALD	9413
375619	.00	3.00		CHESEN, DONNA	9428
375620	.00	153.00		DENNY, JOHNNIE	9440
375621	.00	153.00		FAIRMAN, ERIC	9451
375622	.00	153.00		GONZALES, ROBERT	9461
375623	.00	3.00		HAMBY, PAUL	9466
375624	.00	153.00		JACKSON, GARY	9482
375625	.00	153.00		KIMERY, ERIC	9012
375626	.00	15.00		LONG, LINDA	9664
375627	.00	3.00		MACIS, NORMA	9504
375628	.00	3.00		MAYS, MARY	9677
375629	.00	153.00		MCCAY, DONALD	9517
375630	.00	43.00		ROBLES, AMPARO	9550
375631	.00	153.00		SCHWENGEL, LLOYD	9558
375632	.00	3.00		SIGLER, CAROL	9620
375633	.00	15.00		TRUJILLO, FRANK	9663
375634	.00	151.00		TUTHILL, LOREN	9581
375635	.00	15.00		VAZQUEZ, JOE	9691
375636	.00	3.00		WINNER, SAMUEL	9589
V375637	15.00	.00		AGUIRRE, RICHARD	9624
V375638	263.00	.00		BANKS, TAMRA	9687
V375639	15.00	.00		BECKER, LLOYD	9409
V375640	151.00	.00		BERRY, STEVE	9682
V375641	167.79	.00		BISBING, KRISTOPHER	9675
V375642	153.00	.00		BORREGARD, MICHAEL	9416
V375643	153.00	.00		BRANUM, TERRY	9418
V375644	1,441.88	.00		CARNEY, PATRICK	9014
V375645	43.00	.00		CIAMPA, LISA	9429
V375646	151.00	.00		CISNEROS, RUDY	9625
V375647	43.00	.00		CLARK, LAURENCE	9430
V375648	308.00	.00		CONN, SANDRA	9676
V375649	43.00	.00		COX, BARBARA	9435
V375650	3.00	.00		CRISP, BEVERLY	9612
V375651	153.00	.00		DASCENZI, PHILLIP	9438
V375652	43.00	.00		DESOUCY, DOLORES	9441
V375653	153.00	.00		DIXON, JAMES	9442
V375654	153.00	.00		DOCK, HENRY	9443
V375655	3.00	.00		EERNISSE, NOLA	9448
V375656	151.00	.00		FONCECA, ARTHUR	9456
V375657	712.14	.00		FORSYTH, RICHARD	9680
V375658	153.00	.00		FROST, FRANK	9458
V375659	308.00	.00		HAINLEY, LAWRENCE	9651
V375660	174.00	.00		HENEIN, NABIL	9662
V375661	153.00	.00		HESTER, KATHLEEN	9627
V375662	153.00	.00		HICKEN, GARY	9475
V375663	263.00	.00		HOLGUIN, ALEXANDER	9604
V375664	151.00	.00		JACKSON, TERESA	9628
V375665	153.00	.00		JONES, MICHAEL	9656
V375666	43.00	.00		JONES, SHIRLEY	9486
V375667	151.00	.00		JONES, WILLIAM	9485

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 13:51:08

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

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

V375668	43.00	.00	KELLY, ANDREA	9661
V375669	153.00	.00	KIRBY, GEORGE	9488
V375670	43.00	.00	KIRK, BRET	9490
V375671	989.86	.00	KOHANEK, WILLIAM	9669
V375672	3.00	.00	KYLE, LESLIE	9493
V375673	153.00	.00	LININGER, RODNEY	9497
V375674	15.00	.00	LITCHFIELD, WILLIAM	9630
V375675	151.00	.00	LOEHR, LOTHAR	9499
V375676	1,441.88	.00	LOVCHIK, MICHAEL	9684
V375677	43.00	.00	LOWRY, MARILYN	9501
V375678	153.00	.00	LUCENTI, THOMAS	9502
V375679	43.00	.00	MALOUFF, JOSEPHINE	9505
V375680	153.00	.00	MANNING, BRUCE	9506
V375681	43.00	.00	MARTIN, GLORIA	9508
V375682	43.00	.00	MARTINEZ, DAVID	9649
V375683	153.00	.00	MARTINEZ, MANUEL	9667
V375684	153.00	.00	MCNEILLY, MICHAEL	9522
V375685	15.00	.00	MEALER, JAMES	9523
V375686	153.00	.00	MONSON, THOMAS	9638
V375687	308.00	.00	MOTE, ROBERT	9600
V375688	2,093.07	.00	PELTON, GREGORY	9699
V375689	153.00	.00	PENA, RICHARD	9598
V375690	153.00	.00	POTTER, BRUCE	9541
V375691	153.00	.00	POWELL, ROGER	9672
V375692	43.00	.00	REDDICK, SUZANNE	9655
V375693	151.00	.00	RILEY, MARGARET	9681
V375694	43.00	.00	ROGERS, REGINA	9631
V375695	49.00	.00	ROONEY, MARIAN	9622
V375696	153.00	.00	SANDERS, DARYL	9553
V375697	15.00	.00	SANDOVAL, SANTIAGO	9658
V375698	153.00	.00	SCHOALES, JAMES	9555
V375699	43.00	.00	SELLS, ROBIN	9659
V375700	43.00	.00	SHEARN, WYNNETTE	9641
V375701	994.50	.00	SIANEZ, COREY	9690
V375702	153.00	.00	STEWART, GREGORY	9572
V375703	153.00	.00	SWISHER, JOHN	9652
V375704	153.00	.00	SYLVESTER, DAVID	9574
V375705	15.00	.00	TEMPLETON, JOHN	9686
V375706	151.00	.00	TILTON, SHALICE	9683
V375707	153.00	.00	WADELL, VERN	9584
V375708	739.30	.00	WARSINSKI, RICKY	9645
V375709	151.00	.00	WHITESIDE, JOHN	9668
V375710	43.00	.00	WHITLOCK, JOHN	9633
V375711	2,824.84	.00	WORRALL, GARY	9685
V375712	43.00	.00	WYMAN, GUADALUPE	9592

PAYRUN TOTAL
CHECK: 95 19,092.26 1,331.00

TOTAL
CHECKS: 95 19,092.26 1,331.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$998,491.31 COVERING REGULAR PAYROLL ENDING JUNE
21, 2024

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

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

Director of Finance

SECTION 2: The claims and demands in the sum of \$998,491.31 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 _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
ALL CHECKS

PAYRUN: M02
DATE: 06/28/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
V375713	501.18	.00		CABRERA, AMBER	248
V375714	4,052.38	.00		COPPING, SARA	951
V375715	1,122.73	.00		DIAZ, MICHELLE	419
V375716	2,454.84	.00		DIEZ, KARINA	169
V375717	2,184.38	.00		ENGLEBRECHT, BRIDGET	261
V375718	2,558.06	.00		FEWER, JESSICA	580
V375719	8,347.31	.00		FRANCE, AARON	1650
V375720	2,701.36	.00		MEDINA, YARETZA	8
V375721	658.29	.00		MUNOZ, MICHELLE	440
V375722	667.89	.00		AHN, JOYCE	263
V375723	654.18	.00		BROWN, ARTHUR	655
V375724	468.53	.00		SONNE, SUSAN	5161
V375725	505.56	.00		TRAUT, CONNOR	5399
V375726	947.17	.00		AVITIA, LISA	114
V375727	2,681.32	.00		BADILLO, ANNA PATRICIA	168
V375728	1,628.15	.00		GUERRA, SARAH	1470
V375729	5,017.91	.00		JIMENEZ, ADRIA	2297
V375730	993.85	.00		KIRK, RALPH	384
V375731	1,897.72	.00		LOPEZ, ANGELICA	2928
V375732	2,885.21	.00		CASTRO, GWENDOLYNE	503
V375733	5,988.12	.00		FENTON, EDWARD	1564
V375734	2,108.79	.00		GONZALEZ, JACQUELINE	157
V375735	1,732.65	.00		KERN, DONNA	2574
V375736	2,415.40	.00		PREVO, DOREKA	390
V375737	4,155.21	.00		VALDEZ, REBECCA	5490
V375738	1,644.85	.00		BUENROSTRO, PATRICIA	227
V375739	3,874.11	.00		GARCIA, ADRIAN	1700
V375740	1,099.76	.00		GLAVIN, BARBARA	1768
V375741	1,876.51	.00		HERNANDEZ, GLORIA	2092
V375742	6,273.15	.00		HYUN, SUNG	2248
V375743	2,030.04	.00		KIM, MIN	2584
V375744	2,059.31	.00		LOVEJOY, REBEKAH	76
V375745	2,387.01	.00		MENDOZA, MARIA	3293
V375746	834.85	.00		OZAKI, GRACE	3881
V375747	1,892.10	.00		PAK, TIMOTHY	3955
V375748	2,575.46	.00		PEREZ, JESSICA	4111
V375749	2,423.62	.00		TOMASSETTI, JEEVANI	5623
V375750	2,050.89	.00		TRAN, KRYSTLE	242
V375751	4,066.32	.00		AVERELL, MARK	272
V375752	2,266.36	.00		COLES-GUZMAN, MARY	950
V375753	2,161.53	.00		KENNEDY, SEAN	111
V375754	1,725.80	.00		BELTRAN, CINDY	467
V375755	543.09	.00		CARDENAS, MARGARET	336
V375756	3,110.51	.00		CULL, ROBERT	1012
V375757	2,697.65	.00		LESTER, ALEXANDER	2868
V375758	1,745.26	.00		MACIAS, JUDITH	2996
V375759	2,256.94	.00		MAYORQUIN, RAYMUNDO	221
V375760	2,766.22	.00		TART, ANDRE	5235
V375761	3,986.88	.00		CAMACHO, MARIO	731
V375762	2,003.45	.00		CASTANEDA, GUADALUPE	280

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
ALL CHECKS

V375763	2,225.37	.00	CASTELLANOS, CARLOS	515
V375764	2,285.87	.00	CATALDO, JOHN	766
V375765	1,807.49	.00	COHEN-DORON, JILL	841
V375766	1,947.97	.00	DAVIS-VALENTINE, SUZANNE	1085
V375767	2,393.82	.00	DE LA PAZ, TIANNA	297
V375768	1,003.52	.00	DINH, MICHELLE	433
V375769	5,703.84	.00	FOULKES, MATTHEW	9
V375770	3,595.40	.00	LUNA, HARALD	264
V375771	2,658.54	.00	MCALLEESE, IAN	159
V375772	4,269.06	.00	MESHGRAM, SWATI	3321
V375773	3,063.12	.00	NAVARRO, SANDRA	93
V375774	2,340.15	.00	SANTOS, RUTH	4640
V375775	1,691.76	.00	TAE, RAY	5196
V375776	3,637.25	.00	THAI, LOTUS	536
V375777	2,108.30	.00	ZAPIEN, ERNESTINE	5777
V375778	47.39	.00	CHOI, YONG	388
V375779	47.39	.00	DAVIS, MONIQUE	386
V375780	47.39	.00	DIEP, DEBORAH	1208
V375781	47.39	.00	JUDEH, MIRVAT	389
V375782	47.39	.00	PATINO ESCALONA, HECTOR	387
V375783	2,184.86	.00	ARDAIZ, LANA	190
V375784	3,152.20	.00	DHAUW, MELISSA	1170
V375785	2,782.36	.00	SUAREZ, SARABETH	5169
V375786	2,952.96	.00	YOON, JIWON	91
V375787	820.92	.00	BARR, LISA	366
V375788	2,421.55	.00	COTA, LORRAINE	954
V375789	5,589.33	.00	GEYER, BRADLEY	1692
V375790	5,323.31	.00	HONG, ALEX	2130
V375791	2,300.66	.00	MARTINEZ, JESSICA	2936
V375792	5,903.37	.00	NGUYEN, NGHIA	3755
V375793	6,555.31	.00	NUNES, FRANK	3813
V375794	2,049.32	.00	CHARNES, LANCE	783
V375795	5,560.36	.00	DIERINGER, RYAN	1145
V375796	3,379.71	.00	JIMENEZ, ROBERT	352
V375797	2,767.55	.00	KIM, HYUN	328
V375798	2,736.69	.00	LAM, DAVID	2790
V375799	82.48	.00	LOVCHIK, MICHAEL	6
V375800	3,645.82	.00	MIKIEWICZ, SIMON	3360
V375801	1,570.85	.00	NOVOTNY, MARY	3705
V375802	1,989.95	.00	SEMAAN, NADIA	4740
V375803	2,375.33	.00	WEAVER, CHAD	5577
V375804	2,260.51	.00	ALCALA, BRITTANY	58
V375805	3,648.07	.00	BARAJAS, MAYRA	357
V375806	657.86	.00	BARRAZA, TAYLOR	501
V375807	1,836.48	.00	BINYON, ERIC	506
V375808	4,393.87	.00	BRANDSTETTER, JAMES	629
V375809	3,265.76	.00	BUTH, CATHERINE	561
V375810	3,007.08	.00	CARPENTER, SCARLET	1663
V375811	705.34	.00	CONN, SANDRA	961
V375812	2,623.34	.00	ESCOBEDO, STACEY	1530
V375813	3,508.79	.00	ESQUETINI, MARIA	1536
V375814	2,020.29	.00	HERNANDEZ, ISABELLA	112
V375815	2,437.82	.00	MAERKER, ELIZABETH	3017
V375816	4,335.65	.00	MCGRATH, CODY	3220
V375817	751.50	.00	MENDOZA ESPINOZA, MYA	532
V375818	751.50	.00	MENDOZA HERNANDEZ, STEPHANIE	427

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
ALL CHECKS

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V375822	687.31	.00	RAMIREZ, ARIANNA	86
V375823	926.96	.00	RODRIGUEZ VILLA, YARELI	205
V375824	2,720.02	.00	SALEH, LAILA	531
V375825	1,863.96	.00	SAUCEDA, CATHLEEN	4645
V375826	3,301.24	.00	SHERIFF, SAMANTHA	2096
V375827	657.86	.00	SILVERIO, SAMANTHA	497
V375828	3,720.98	.00	TANIGUCHI, MELISSA	5230
V375829	687.31	.00	VELLANOWETH, KRISTINE	217
V375830	125.56	.00	YBARRA, DELIA	529
V375831	2,049.50	.00	FIORE, KATE	1560
V375832	1,616.90	.00	FLOHRA, KARAN	516
V375833	2,130.47	.00	FOX, CHARITY	1641
V375834	462.57	.00	KUHN, MICHELLE	2730
V375835	347.69	.00	KUHN, TARI	2747
V375836	2,460.46	.00	LARA, KARON	103
V375837	2,703.79	.00	MENDIVEL, CHRISTINA	3299
V375838	1,998.23	.00	NGO, CATHERINE	3752
V375839	2,006.73	.00	PENDLETON, SUN	4080
V375840	1,407.14	.00	TENG, LING-FEI	2871
V375841	1,851.98	.00	UMLAH, AMBER	5435
V375842	6,041.03	.00	BATES, PATRICK	378
V375843	4,225.17	.00	BELTRAN, CHRISTINA	13
V375844	5,769.08	.00	BERNAL, DAVID	480
V375845	5,209.57	.00	BOURNE, CLIFFORD	5612
V375846	5,729.02	.00	BOYD, ROBERT	584
V375847	3,901.05	.00	BOYER, CAMERON	585
V375848	5,900.49	.00	BOYINGTON, DEVIN	594
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V375851	4,134.53	.00	CAMPOS, LOLANI	728
V375852	5,476.58	.00	CARNEY, THOMAS	751
V375853	2,812.27	.00	CERDA, SERGIO	240
V375854	3,054.11	.00	CHAVEZ, ALEJANDRO	182
V375855	2,899.88	.00	CHAVEZ, ANTONY	246
V375856	4,556.39	.00	CHOI, JONATHON	827
V375857	4,275.34	.00	CHRISTIANSSEN, ANDREW	97
V375858	3,726.04	.00	CURATOLA, ANTHONY	350
V375859	4,537.63	.00	DAVIS, JONATHAN	1083
V375860	2,831.99	.00	EK, CHRISTOPHER	1477
V375861	4,595.39	.00	ESCAMILLA, MARIO	1529
V375862	4,031.32	.00	ESCOBEDO, DOMINICK	1521
V375863	2,022.01	.00	ESTRELLA, CARL JOSEPH	415
V375864	4,818.92	.00	FRANKLIN, KEVIN	1649
V375865	5,947.56	.00	GALOS, MICHAEL	1680
V375866	5,045.97	.00	GANO, KEVIN	1742
V375867	1,964.57	.00	GARCIA, JONATHAN	514
V375868	3,521.03	.00	GONZALEZ, LUIS	164
V375869	4,412.79	.00	GONZALEZ, OSCAR	1785
V375870	4,895.71	.00	HERST, RYAN	2102
V375871	3,131.80	.00	HOGAN, CHRISTIAN MICHAEL	138
V375872	5,742.81	.00	JIMENEZ, GUSTAVO	2285
V375873	4,448.81	.00	JOHNSON, BRYAN	2300
V375874	6,498.58	.00	LEPE, SERGIO	2901

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 4
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
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V375878	4,116.21	.00	MARTINEZ, JESUS	117
V375879	3,931.68	.00	MEDRANO, JULIAN	3223
V375880	3,451.51	.00	MOELLER, SARAH	3590
V375881	4,935.00	.00	MOON, DAVID	3479
V375882	2,228.28	.00	MORQUECHO, FERNANDO	510
V375883	4,691.62	.00	MUNOZ, OSCAR	3605
V375884	3,233.25	.00	MURILLO CASTRO, JULIAN	268
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V375886	5,851.12	.00	NYHUS, CHRISTOPHER	3808
V375887	4,764.03	.00	O'DETTE, DIRK	3823
V375888	4,252.27	.00	OH, WILLIAM	326
V375889	3,849.42	.00	PADILLA, VALERIE	108
V375890	5,520.07	.00	PINO, RICHARD	4171
V375891	7,178.83	.00	PROCEL, ANDY	4243
V375892	5,020.56	.00	RAMIREZ, ANGEL	4314
V375893	3,508.60	.00	RANGEL, PRISCILLA	4337
V375894	4,823.25	.00	REYES, HUGO	98
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V375896	3,518.84	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V375897	3,313.59	.00	RUBALCAVA, EFRAIN	4590
V375898	4,721.80	.00	SHADDOW, JON-MICHAEL	4837
V375899	4,279.38	.00	SOLIS, DANIEL	5000
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V375901	5,451.85	.00	TOMSICK, MARTIN	5360
V375902	4,944.50	.00	TRAN, TUYET	5424
V375903	3,496.64	.00	TURNER, JERAMIAH	291
V375904	4,639.54	.00	WILLIAMS, JUDITH	5660
V375905	2,258.82	.00	WILLIAMS-GIROUX, JACOB	499
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V375908	1,930.76	.00	MAERTZ, DANA	3018
V375909	1,732.66	.00	RANGEL, JENNY	283
V375910	6,153.26	.00	RICE, JAMES	4408
V375911	3,761.82	.00	SALAZAR, RYAN	4626
V375912	1,813.62	.00	SILVA, OSCAR	4886
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V375914	4,194.22	.00	VU, JEFFREY	5519
V375915	414.09	.00	BAIR, JOHN	284
V375916	284.69	.00	CASEY, DROUETT	771
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V375918	5,315.21	.00	BAILEY, JOHN	355
V375919	3,789.92	.00	BOUDREAU, CORY	583
V375920	2,138.45	.00	BOUDREAU, LAURA	2192
V375921	2,078.14	.00	CHAN, KARA	795
V375922	4,843.00	.00	DAVENPORT, JOSEPH	1094
V375923	3,885.33	.00	GENTNER, GEORGE	1765
V375924	3,479.85	.00	KALAGIAN, BRYANT	2436
V375925	2,265.17	.00	LOMELI, LISBETH	4516
V375926	2,866.59	.00	LOPEZ, VANESSA	2929
V375927	5,017.71	.00	LOPEZ, WILLYVALDO	2941
V375928	6,459.77	.00	LOWE, AUSTIN	2956
V375929	3,849.66	.00	MORALES, FRANK	3489
V375930	1,761.41	.00	MORALES MALDONADO, IVETT	3490

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 5
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
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V375934	8,528.64	.00	PLUMLEE, ROGER	4180
V375935	2,155.56	.00	SULLIVAN, STACEY	5160
V375936	3,099.23	.00	TREADWAY, SARA	4210
V375937	3,384.23	.00	VU, KRISTINE	63
V375938	3,220.35	.00	YO, DANIEL	5752
V375939	23.70	.00	FIGUEROA, NAYELI	403
V375940	23.70	.00	GARCIA, ALEXANDRA	414
V375941	1,987.75	.00	IBARRA, KRISTI	88
V375942	23.70	.00	JAMES, SAGIL	392
V375943	5,628.15	.00	MIKHAEL, MINA	3359
V375944	23.70	.00	SINGHAL, ANNIE	4893
V375945	1,611.90	.00	ALMANZA, MINERVA	79
V375946	4,285.65	.00	ALQAM, NADER	71
V375947	3,623.55	.00	ARABOLU, DEEPTHI	178
V375948	2,790.73	.00	CAPISTRANO, FRANCES	74
V375949	2,496.33	.00	ESPARZA-ALMARAZ, AARON	383
V375950	2,469.34	.00	GUZMAN, HECTOR	512
V375951	2,954.60	.00	LANNAN, GREGORY	2791
V375952	2,160.17	.00	LEE, HYANG SUN	430
V375953	3,096.82	.00	MILLER, JADEN	513
V375954	2,638.31	.00	PENA, MANUEL	2933
V375955	808.84	.00	SYFRITT, MATTHEW-WAYNE	428
V375956	2,756.09	.00	TRAN, JASON	96
V375957	3,536.74	.00	WRAY, NORMAN	5725
V375958	2,245.99	.00	ZARAGOZA, EDUARDO	5788
V375959	2,717.51	.00	AUBUCHON, LAURIE	250
V375960	1,991.13	.00	GENERA, ELIZABETH	1685
V375961	3,879.96	.00	HUNT, JOSEPH	2249
V375962	1,704.65	.00	LUX, ANDREA	2972
V375963	2,462.37	.00	BACA, ANDREW	315
V375964	1,367.87	.00	BANUELOS, CHRISTOPHER	345
V375965	3,041.65	.00	BRITO, MICHAEL	642
V375966	893.61	.00	CASTRO, JOHN	540
V375967	2,263.01	.00	ESCATEL-OROSCO, PEDRO	1537
V375968	2,277.52	.00	GONZALEZ, ALEJANDRO	1783
V375969	3,921.04	.00	LIBUNAO, NINO	2912
V375970	1,263.65	.00	LISCANO, CHRISTOPHER	850
V375971	1,296.29	.00	MARASCO, MATTHEW	289
V375972	1,351.41	.00	MUNOZ, GENE	3600
V375973	2,355.40	.00	MUNOZ, JOHNNY	144
V375974	1,770.41	.00	NAJERA, JESSE	3630
V375975	1,346.29	.00	ORTIZ, RAYMOND	309
V375976	1,346.29	.00	PEREZ, ISAAIAH	523
V375977	1,346.29	.00	RIOS, DANNY	282
V375978	2,667.38	.00	RIVERA, JOE	4450
V375979	1,330.86	.00	RODRIGUEZ, OSCAR	131
V375980	2,195.12	.00	SERNA, JUAN	4728
V375981	1,306.53	.00	SMITH, FRANKIE	541
V375982	782.51	.00	TOGIA, LIAMATUA	539
V375983	2,559.56	.00	TORREZ, JAVIER	69
V375984	1,978.92	.00	CARRILLO, EDWARD	765
V375985	1,239.18	.00	CHAVEZ, CAESAR	544
V375986	2,400.65	.00	ELLS, ZACHARY	1500

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 6
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
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V375992	1,723.78	.00	MARTINEZ, MARCO	215
V375993	3,990.39	.00	MCGEE, MICHAEL	9306
V375994	3,154.32	.00	MILLER, DAVID	3390
V375995	2,942.80	.00	MOJARRO, ANDREW	3082
V375996	3,141.52	.00	MOORE, FRANK	3486
V375997	1,376.64	.00	MYLLES, JOSHUA	279
V375998	1,889.79	.00	PRECIADO, CAMDEN	134
V375999	2,085.05	.00	SANCHEZ, JUAN	4617
V376000	2,054.30	.00	SPEAR, ANTHONY	5011
V376001	4,754.00	.00	STEPHENSON, MARK	5122
V376002	2,035.33	.00	TAVARES, JAMEY	5231
V376003	2,716.62	.00	VENEGAS MENDEZ, JAVIER	5491
V376004	1,646.74	.00	ALVAREZ, CARLOS	136
V376005	2,269.00	.00	DAHL, TERRY	1084
V376006	1,147.77	.00	ESPINO, KEVIN	517
V376007	2,302.87	.00	GARCIA ORTEGA, JOSE	1636
V376008	1,838.17	.00	GRIMES, DAVID	1881
V376009	1,651.22	.00	GUZMAN, KEVIN	132
V376010	2,192.53	.00	KOSS, MICHAEL	2718
V376011	2,887.99	.00	MARTINEZ, GABRIEL	3139
V376012	2,818.73	.00	MELLADO, KIM	3289
V376013	2,564.94	.00	MERROW, MATTHEW	3316
V376014	2,049.78	.00	OTTEN, DAVID	3869
V376015	3,258.69	.00	PORTER, JEFFREY	4174
V376016	2,634.01	.00	RODRIGUEZ, EDWARD	4479
V376017	1,625.56	.00	RUIZ, ALEJANDRO	416
V376018	1,741.62	.00	TORRES, SALVADOR	234
V376019	2,093.77	.00	WELLS, ANTHONY	5610
V376020	1,216.90	.00	YANEZ, ANDREW	521
V376021	976.83	.00	AVERELL, ANDREW	349
V376022	2,936.19	.00	CAMPIZTA, ADAM	225
V376023	2,816.86	.00	MACIAS, RAYMOND	2998
V376024	2,284.13	.00	WEAR, JOHN	5606
V376025	6,168.39	.00	BOX, JAMES	576
V376026	1,966.32	.00	CHAVEZ, ARIANA	788
V376027	1,706.69	.00	CONTRERAS, SAUL	95
V376028	3,359.60	.00	KURATA, DALE	2749
V376029	2,256.27	.00	MARTINEZ, SERENA	3147
V376030	2,011.60	.00	REYNOLDS, BRANDON	4384
V376031	733.53	.00	SANCHEZ, CHRISTOPHER	236
V376032	2,315.52	.00	SANCHEZ-REYES, KEVIN	83
V376033	3,213.50	.00	SAUCEDA, MARK	4642
V376034	1,047.20	.00	ALTAWARAH, RAMA	153
V376035	709.61	.00	ALVARADO, ADRIAN	89
V376036	659.85	.00	AMESCUA, MICHAEL	542
V376037	711.92	.00	ARIAS, SOFIA	537
V376038	596.51	.00	BAHENA, PEDRO	148
V376039	410.61	.00	BARENG, KATHERINE	33
V376040	733.73	.00	BELCHER-HALL, JACOB	333
V376041	935.61	.00	CARNES, ALISSA	34
V376042	933.58	.00	CARVENTE, GIANJAVIER	334

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 7
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
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V376046	911.78	.00	DURGIN, JAYLIND	186
V376047	661.05	.00	ESCAMILLA PATRICIO, DANIELLE	534
V376048	618.87	.00	FERNANDEZ, GISSEL	330
V376049	543.33	.00	GARCIA, MICHELE	171
V376050	994.16	.00	GONZALEZ, ISAAC	294
V376051	1,025.11	.00	GONZALEZ, LUIS	1780
V376052	895.90	.00	GRANADOS, REGINA	145
V376053	837.75	.00	GRANDE, DANIELLE	124
V376054	1,045.25	.00	GUERRA, ATHZIRI	141
V376055	1,035.57	.00	GUERRA, ROCCO	44
V376056	802.77	.00	GUILLEN, JAYDEN	339
V376057	852.93	.00	GUTIERREZ, MICHELLE	1925
V376058	1,072.99	.00	HERNANDEZ, KATE	2091
V376059	1,069.04	.00	HOLLOWAY, ELIZABETH	2185
V376060	1,105.29	.00	JUBRAN, NOAH	127
V376061	157.61	.00	LEWIS, ALEC	266
V376062	1,202.67	.00	MAGANA, ADAM	173
V376063	714.20	.00	MAY, REBECCA	3
V376064	693.03	.00	MORENO, ANDREW	161
V376065	914.06	.00	NGUYEN, KEVIN	299
V376066	982.13	.00	OCHOA, ALAN	192
V376067	976.37	.00	ONTIVEROS, IZABELLA	3864
V376068	773.70	.00	RAY, SABRINA	286
V376069	1,226.92	.00	RIVERA GOMEZ, YAMILEX	4432
V376070	596.51	.00	RODRIGUEZ, KAREN	538
V376071	779.62	.00	RODRIGUEZ, MIKAYLA	295
V376072	596.51	.00	ROGERS, AKILI	37
V376073	810.04	.00	ROQUE, KATRINA	38
V376074	733.73	.00	RUIZ, LUIS	527
V376075	778.34	.00	RUSSELL, JEFFREY	150
V376076	520.30	.00	SALDANA, JONATHAN	4625
V376077	592.77	.00	SANCHEZ, NATHAN	504
V376078	780.96	.00	SOLIMAN, MARSEL	322
V376079	1,091.45	.00	SOLTERO, JESSE	177
V376080	730.10	.00	SORIA, NOAH	5004
V376081	902.30	.00	STRICKLER, LINDA	5135
V376082	1,106.28	.00	TAPIA, ANGELICA	306
V376083	799.14	.00	THANKESWARAN, HASHMITHAA	543
V376084	1,323.20	.00	THOMSEN, MATTHEW	194
V376085	99.54	.00	TOVAR, SOFIA	301
V376086	2,543.31	.00	VAN SICKLE, MICHELLE	2076
V376087	765.06	.00	VAZQUEZ, OSCAR	152
V376088	668.31	.00	VELOZ, SABRINA	146
V376089	447.93	.00	VILLANUEVA, SAMANI	80
V376090	1,029.46	.00	WONGSUPHAKPHAN, BRIANNA	337
V376091	1,131.46	.00	ADSEN, AMELIA	211
V376092	376.26	.00	AGUAYO, SAVANNA	354
V376093	1,493.24	.00	AHANYA, PRISHA	208
V376094	706.65	.00	CATAN, KYLIE ROSE	185
V376095	1,173.36	.00	CLOCK, AUDREY	201
V376096	1,380.87	.00	GLYNN, FIONA	115
V376097	1,312.88	.00	GODFREY, RILEY	4
V376098	381.57	.00	MARTINEZ, EMMILY	314

SUNGARD PUBLIC SECTOR
DATE: 06/27/2024
TIME: 14:16:13

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 8
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='M02'
ALL CHECKS

V376099	653.06	.00	MAYA, GALILEA	324
V376100	962.12	.00	MOHLER, HOLDEN	335
V376101	1,546.77	.00	PEDROZA, ANGELINE	325
V376102	1,596.93	.00	RODRIGUEZ, PERLA	4488
V376103	1,419.80	.00	ROMERO, SYDNEY	14
V376104	1,759.22	.00	SINGH, YASHPREET	48
V376105	765.62	.00	SMITH, JOHN	210
V376106	271.35	.00	TAKEUCHI, AIRA	214
V376107	904.62	.00	TORRES, INEZ	296
V376108	439.31	.00	TRAN, KYLE	304
V376109	1,360.61	.00	VACA, SARAH	311
V376110	984.51	.00	ZAPATA, ALEXANDRIA	303
V376111	782.85	.00	AGUILAR, KALVIN	23
V376112	319.37	.00	BARTOLO, BRYAN	338
V376113	1,258.00	.00	BUSTAMANTE VALLADARES, DIANA	285
V376114	696.80	.00	CABUSAO, NINA MARINELLA	729
V376115	298.62	.00	CARDENAS, DIEGO	275
V376116	577.58	.00	CASTILLO, DARLENE	119
V376117	1,052.42	.00	CERVANTES, BRIANA	757
V376118	935.60	.00	CHOATE, RACHAEL	511
V376119	2,495.66	.00	DAVIS, TANIKKA	1082
V376120	838.84	.00	DELGADO, ISABEL	502
V376121	2,008.73	.00	GILLIAM, VERONICA	218
V376122	829.87	.00	GUZMAN, NADINE	1917
V376123	1,082.79	.00	HONG, YI	2189
V376124	3,063.54	.00	HURTADO, MARIA	353
V376125	879.27	.00	JIMENEZ, GLADIS	434
V376126	1,121.67	.00	LARIZ RUBALCAVA, CARLOS	429
V376127	947.48	.00	MARQUEZ PINEDO, ANALISA	3118
V376128	630.04	.00	MARTINEZ, JEFFREY	535
V376129	547.47	.00	MENDOZA, GISELLE	522
V376130	273.73	.00	MORISON, MATTHEW	243
V376131	2,171.02	.00	NIELSEN, ROSEMARY	3760
V376132	607.68	.00	ONTIVEROS, STEVEN	342
V376133	665.98	.00	ORTIZ, YAHAIRA	241
V376134	592.77	.00	RUFINO, JACOB	528
V376135	244.29	.00	RUIZ, ANA	4591
V376136	505.99	.00	SERRATOS, DARIAN	160
V376137	447.93	.00	SOSA, ELIANNA	341
V376138	766.14	.00	VALDEZ, NATALIA	46
V376139	408.20	.00	VEGA-MATA, PEDRO	278
V376140	555.52	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK: 428	998,491.31	.00		
TOTAL				
CHECKS: 428	998,491.31	.00		

REJECT ALL BIDS AND RE-ADVERTISE FOR THE 23-24/24-25 ANNUAL SEWER MANHOLE REHABILITATION PROJECT

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4C
Presented By	Prepared By
Nader M. Alqam, P.E., Principal Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Authorize the Public Works Department to reject all bids received on July 1, 2024, for the 23-24/24-25 Annual Sewer Manhole Rehabilitation Project, and re-advertise the project for bid.

DISCUSSION

The City undertakes annual sewer manhole rehabilitation projects to enhance functionality and longevity of sewer service infrastructure. These projects address issues such as water intrusion, corrosion, and other manhole structure deterioration caused by chemicals present in municipal wastewater environments. The 2023-2024 / 2024-2025 Sewer Manhole Rehabilitation Project will include removing and replacing sewer manhole covers, and replacing the epoxy coating on approximately 130 manholes at various locations within the City.

On June 12, 2024, the project was advertised for bids. As part of contractor outreach efforts, staff notified the Building & Construction Trades Council of the project bid.

On July 1, 2024, one (1) bid was received and publicly opened. The total bid amount for the bidder was \$1,099,628. The Engineer's estimate for this project is \$690,000. The lowest bidder holds the required license to perform the work, but does not hold the appropriate required experience with the proposed project construction material. As a result, staff suggests rejection of all bids and re-advertising the contract. All notifications to bidders will be re-sent, and staff will perform further outreach to receive more qualified bidder interest.

BUDGET IMPACT

There is no budget impact associated with this item.



AGREEMENT WITH FORENSIC NURSE SPECIALISTS, INC. TO PROVIDE FORENSIC EXAMINATION SERVICES

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4D
Presented By	Prepared By
John T. Bailey	Frank Nunes, Police Chief
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve an agreement with Forensic Nurse Specialists, Inc. ("FNS") for services rendered related to forensic examinations on an ongoing basis; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the Police Chief to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On October 11, 2022, the City Council approved a similar agreement to obtain services by Forensic Nurse Specialists, Inc.

DISCUSSION

The Buena Park Police Department requires the collection of forensic evidence with respect to victims of sexual assault and other forms of interpersonal violence. Failure to provide a victim with an examination by a qualified healthcare professional is a violation of the California Penal Code (13823.11). The police department does not have the capability to collect the aforesaid forensic evidence internally. FNS has specialized training and expertise in forensic examination services, and the police department desires to contract these services with FNS. FNS is the sole source providing this service in Orange County, and there are no specific registries that utilize forensic nurses solely for the purpose of exams.

The cost of a forensic exam is increasing \$300 per incident in 2024, and an additional \$200 per incident in 2025, to account for increasing operational costs. Staff believes FNS will continue to provide quality forensic examinations services.

The City Attorney has reviewed this agreement.

BUDGET IMPACT

Funds are included in the adopted FY24-25 budget for this purpose (Account No. 11-6240-650402).

Attachments

[FNS 7-9-24 Buena Park Police Agreement.pdf](#)

AGREEMENT FOR FORENSIC EXAMINATION SERVICES
By FORENSIC NURSE SPECIALISTS, INC.

This **Agreement for Forensic Examination Services** is made and entered into as of the 9th day of July, 2024 (the “Effective Date”), by and between FORENSIC NURSE SPECIALISTS, INC (“FNS”), a privately owned minority (woman) professional corporation, and the City of Buena Park, a California Municipal Corporation (“City”), on behalf of the Buena Park Police Department (“Department”), with respect to the following:

WHEREAS, Department requires the collection of forensic evidence with respect to victims of sexual assault and other forms of interpersonal violence;

WHEREAS, this is a mandatory expense as failure to provide a victim of sexual assault with an examination by a qualified healthcare professional would be a violation of the California Penal Code;

WHEREAS, Department does not have the capability to collect the aforesaid forensic evidence internally;

WHEREAS, FNS has specialized training and expertise in the forensic examination services and Department desires to contract such services from FNS; and

WHEREAS, FNS is the sole source providing this service in Orange County and there are no specific registries that utilizes forensic nurses solely for the purpose of exams.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Services. FNS agrees to provide the following services (collectively, the “Services”) to the Department:

1.1.Examination. FNS agrees to provide the Department approved forensic-medical exams 24 hours per day, 7 days per week (i.e., continuously) to sexual assault and other types of victims with a one-hour response to a mutually agreed upon examination location. The exam is to include digital imaging of injuries and physical findings. The examination will be conducted by forensic nurses who are trained and competent in the California State Protocol established by CALOES (California Office of Emergency Services).

1.2.Evidence. All evidence collected during the examination will be packaged, labeled and sealed according to the state and local crime lab requirements and submitted to the on-site evidence storage refrigerator with appropriate chain of custody documentation. Evidence for mobile exams (off site) or courtesy cases will be relinquished at the conclusion

of that examination to the authorizing Department. Digital photographs will be available upon request by Department investigators.

1.3.Equipment and Supplies. FNS will provide all equipment and supplies to conduct all services listed in Exhibit A.

1.4.Testimony. FNS agrees to provide competent court testimony as requested by the Department (upon receipt of subpoena).

1.5.Records. FNS shall keep an itemized record of all Services performed by FNS for Department under this Agreement, which records shall be made available within three (3) business days for inspection by the Chief of Police of Department.

2. Compensation. In exchange for the Services to be provided by FNS pursuant to Section 1 above, Department, through City, shall compensate FNS according Exhibit A “FEE SCHEDULE – 8.1.24 - 8.1.26 - Tiered”. Services can be added at any time per Department request and at negotiated rates.

2.1.Rate Adjustment. Department acknowledges and agrees that FNS is entitled to adjust the rates set forth in this Section 2, Exhibit A. All fee adjustments are subject to prior written mutual agreement of the parties. FNS shall use reasonable efforts to give Department at least sixty (60) days advance written notice of any increase or adjustment to rates.

3. Payment. FNS shall invoice Department monthly for all Services performed in each previous month. Department shall remit payment to FNS within thirty (30) days of receipt of an invoice, unless Department reasonably disputes the validity or veracity of the information on the invoice. Department shall provide FNS with notice of any such disputed information or amount within thirty (30) days of receipt of an invoice.

4. Term. This Agreement shall be for a term of two years, commencing on the Effective Date and expiring on the second anniversary thereof (the “Initial Term”). This Agreement shall be renewable only upon the mutual written agreement of both parties hereto (each, a “Renewal Term” and together with the Initial Term, the “Term”).

4.1.Termination. Either party may terminate this Agreement without cause at any time during the term of this Agreement by providing the other party at least thirty (30) days prior written notice of termination.

5. Indemnification. The parties each shall indemnify, defend, and hold the other party harmless from and against any and all claims, liability, loss, damages, costs, and expenses (including reasonable attorneys’ fees) caused, or alleged to be caused, by the negligence or wrongful acts or omissions of such indemnifying party or its employees,

officers or agents. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. Insurance. FNS shall procure and maintain at its own expense the following insurance:

6.1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.

6.2. Workers Compensation Insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against the Department, its boards and commissions, and its officials, employees, and agents.

6.3. Professional liability or errors or omissions insurance in an amount not less than \$1,000,000 per claim.

7. Confidentiality of Patient Information. None of the parties shall disclose any confidential patient health information to any third party, except where permitted or required by law or where the patient expressly approves such disclosure. FNS and the Department shall comply with all federal and state laws and regulations regarding the confidentiality of such information, including without limitation the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

8. Non-Discrimination. By signing this Agreement, FNS certifies that it does not discriminate in hiring or treatment on the basis of race, color, creed, religion, sex, sexual orientation, age, mental status, national origin, ancestry, physical handicap, medical condition, or any other classification protected by State or Federal law.

9. Non-Exclusivity. This Agreement is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose.

10. Notices. Any notices required or desired to be given under this Agreement shall be in writing and personally delivered or deposited in the US Postal Service, first class.

Chief of Police
Buena Park Police Department
6640 Beach Blvd.
Buena Park, CA 90621
714-562-3902

Forensic Nurse Specialists, Inc.
C/O: Malinda Wheeler, President

10413 Los Alamitos Blvd.
Los Alamitos, CA 90720
562-430-6220

11. Assignment of Personnel. FNS shall assign only competent, licensed personnel to perform Services pursuant to this Agreement.

12. Independent Contractor. It is the intent of the parties that FNS is and shall remain an independent contractor, and FNS shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the Services, and (ii) pay all federal and state taxes applicable to FNS, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind. Neither Department nor City shall in any way, at any time or for any purpose, become or be deemed to be a joint employer of FNS employees. FNS shall not at any time or in any manner represent that FNS employees are agents or employees of Department or City. FNS employees shall not be entitled to any sick leave, vacation, retirement, or other fringe benefits from Department or City; and FNS employees shall not be paid by Department or City time and one-half for working in excess of forty (40) hours in any one week. Neither Department nor City is under an obligation to withhold State and Federal tax deductions from compensation paid to FNS. FNS employees shall not be included in the competitive service, have any property right to any position, or any of the rights an employee of City or Department may have in the event of termination or expiration of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

15. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

16. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of

this agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

17. Non-Liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City or Department shall be personally liable to FNS, or any successor in interest, in the event of any default or breach by City or Department, or for any amount which may become due to FNS or its successor, or for breach of any obligation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**FORENSIC NURSE SPECIALISTS,
INC, (FNS) a professional
Corporation in the State of California**

THE CITY OF BUENA PARK ("CITY")

By: _____
Name: Malinda Wheeler

By _____
Name: Frank Nunes

Title: President

Title: Police Chief

EXHIBIT A- FEE SCHEDULE – 8.1.24 – 8.1.26- Tiered

Service	Definition	Rate 2024-2025	Rate 2025-2026
Sexual Assault Forensic Examinations- all Acute Child, Non-Acute Child, Mobile, VAWA	Evidence collection, clothing, DNA reference samples, blood and urine toxicology, digital photography, medical-forensic documentation using electronic state mandated forms, healthcare treatment for STI prevention, HIV prevention and pregnancy prevention provided at the time of the exams	\$1500.00	\$1700.00
Dry Run	Department calls out the on-call forensic nurse to perform a case and through no fault of FNS, the victim changes their mind, refuses to permit the examination, does not want the examination, or does not permit forensic nurse to conduct the examination.	\$0.00	\$0.00
Domestic Violence/ Strangulation Exam (DAFE)	A forensic exam focused on body injury and assessment with specific written and photographic documentation on strangulation injury.	\$600.00	\$700.00
Testimony	Expert witness testimony by the forensic nurse upon receipt of subpoena form the District Attorney's office	\$0.00 No charge	\$0.00 No charge

AMENDMENT TO AGREEMENT FOR SERVICES WITH SAVANNA SCHOOL DISTRICT AUTHORIZING THE WINGS AFTERSCHOOL PROGRAM

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4E
Presented By	Prepared By
Dale Kurata, Community Services Supervisor	Dale Kurata, Community Services Supervisor
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve an amendment to the agreement for services with Savanna School District authorizing the WINGS after school program; 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

On July 25, 2023, the City Council approved the agreement with Savanna School District authorizing the WINGS after school program for the 2023-24 school year.

DISCUSSION

The City of Buena Park has partnered with the Savanna School District on their after WINGS (Wonder, Inspire, Nurture, Grow, Succeed) after school program. The WINGS program is designed to inspire passion and creativity in Science, Technology, Engineering, and Math (STEM), Visual and Performing Arts (VAPA), and a variety of sports.

WINGS is part of the District's Expanded Learning Opportunity Program (ELOP) that provides funding for after school and summer school enrichment programs for transitional kindergarten through sixth grade.

"Expanded learning" means before school, after school, during summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the state legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The WINGS program helps create an equitable, safe learning environment that provides a safe space after school for the students in our community. The District's goal is to enhance student learning with added support after school, as well as offer experiences to students that may have previously been out of reach.

The program occurs at Holder Elementary from the end of school each day until 6:00 p.m. Buena Park's Community Services Department provides recreation programs from 2:30 to 4:30 p.m. on school days. Savanna School District is the lead agency on site. The City is a part of the overall program and provides a varied recreation program comprised of sports, games, crafts, and music conducted both indoors and outdoors. Program staffing includes one (1) Senior Community Services Leader and five (5) Community Services Leader I positions on a 20:1 leader-to-child ratio.

Additionally, the City may bring in partner agencies such as America on Track, Orange County Health Care Agency, etc. to complement programming.

The proposed amendment will extend the initial term of the Agreement, as described in Section 3 thereof, for an additional year commencing on July 1, 2024, and ending on June 30, 2025. The term of the Agreement shall automatically renew for successive terms of one year each, unless and until terminated in accordance with Section 6 of the Agreement.

BUDGET IMPACT

Savanna School District will reimburse the City for all costs incurred. Included in the Fiscal Year 2024-25 General Fund budget are part-time costs of \$71,060 and recreation supply costs of \$5,000.

Attachments

[Amendment to Savanna School District Agreement.pdf](#)

[Savanna School District Agreement 7-25-23](#)

**AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN
THE SAVANNA SCHOOL DISTRICT AND THE CITY OF BUENA PARK**

This Amendment ("Amendment") is made and entered into on or about July 9, 2024, by and between Savanna School District ("District") and the City of Buena Park (the "City") with reference to the following factual recitals:

RECITALS

- A. WHEREAS, District and City previously entered into that certain Agreement for Services dated July 25, 2023 (the "Agreement"), pursuant to which City agreed to provide, by and through employees of City's Community Services Department, services in connection with District's Expanded Learning Opportunity Program;
- B. WHEREAS, the original term of the Agreement is scheduled to expire on June 30, 2024, and the Parties, being mutually satisfied with the other's performance, desire to extend and modify the term of the Agreement.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals and mutual understandings contained in this Amendment, and for such other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Extended Term. The initial term of the Agreement, as set forth in Section 3 thereof, is extended for an additional year commencing on July 1, 2024, and ending on June 30, 2025, after which the term of the Agreement shall automatically renew for successive terms of one year each unless and until terminated in accordance with Section 6 of the Agreement.
2. Incorporation of Agreement. Except as modified by this Amendment with respect to the term, all other terms and conditions of the Agreement shall remain in full force and effect being incorporated fully herein by this reference.
3. Execution in Counterpart. The Amendment may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

SAVANNA SCHOOL DISTRICT

THE CITY OF BUENA PARK

By: _____
Dr. Sue Johnson
Superintendent

By: _____
Aaron France
City Manager

Dated: _____

Dated: _____

[signatures continue on following page]

ATTEST:
(SEAL)

Adria M. Jimenez, MMC
City Clerk

Dated: _____

APPROVED AS TO FORM:

Christopher G. Cardinale
City Attorney

Dated: _____

**AGREEMENT FOR SERVICES BETWEEN
THE SAVANNA SCHOOL DISTRICT AND THE CITY OF BUENA PARK**

This Agreement ("Agreement") is made and entered into on or about July 25, 2023, by and between Savanna School District ("District") and the City of Buena Park (the "City"). This Agreement is based upon the following factual recitals:

RECITALS

- A. WHEREAS, the District operates an Expanded Learning Opportunity Program ("ELOP") and has requested that the City contract with the District to assign City employees to provide services to the District's ELOP, as further described in Exhibit "A" hereto (the "Program");
- B. WHEREAS, the City, by and through employees of its Community Services Department ("City Employees"), possesses the experience and skill to provide the services as requested by District for operation of the Program; and
- C. WHEREAS, by way of this agreement the City and District (individually at times a "Party" and jointly the "Parties" desire to set forth the terms, conditions and covenants by which the City will assign City Employees to the District in connection with the Program.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals, and mutual understandings contained in this Agreement and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and District (jointly the "Parties") agree as follows:

AGREEMENT

1. Background Check and Fingerprinting. In accordance with California Education Code section 45125.1, City Employees assigned to the Program will not be placed at the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed by the City and received by the District. The City must certify to the District in writing that its employees assigned to the Program have not been convicted of a serious or violent felony, as those terms are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.
2. Scope of Work. City Employees shall perform the following services to the District:
 - City Employees shall act as instructors and supervisors during scheduled times of the Program.
 - The City shall provide at least one (1) Senior Community Service Leader and up to five (5) Community Service Leader I's, as necessary to maintain a 20:1 leader to child ratio to assist with operating the Program from 2:30-4:30 p.m. each day on school days and on certain non-school days, as mutually agreed upon by the Parties.
 - The Program shall consist of recreational programming, including instruction and supervision of athletic activities, games, crafts, and musical activities conducted indoors and outdoors.
 - With District's prior consent, City may invite additional agencies such as America on Track, OCHCA, etc. to assist with programming. All persons providing services through such agencies shall comply with the fingerprinting requirements of Section 1 of this Agreement prior to providing services to students.

- The Program will occur at Holder Elementary School for students enrolled at the school, and shall take place from August 7, 2023 to June 30, 2024. The Parties shall make best efforts to develop and implement a curriculum in which services for the Program are provided in six (6) to eight (8) week sessions. Contents of the programming and the length of any and all sessions shall ultimately be determined by City at its discretion.
3. Term. The term of the Agreement shall be from August 1, 2023 to June 30, 2024, unless further extended in writing by the Parties or earlier terminated in accordance with Section 6 of this Agreement.
 4. Payment. The District will reimburse City for all costs associated with the services provided by the City Employees assigned to the Program. City shall invoice District and detail services provided by each City Employee on a monthly basis and payment of each approved invoice shall be made by District within thirty (30) calendar days.
 5. Expenses. District agrees to reimburse the City for reasonable and necessary expenses for equipment and supplies purchased, if any, associated with completing the Scope of Work. To qualify for reimbursement, expenses shall be approved by the District in advance, and not unreasonably withheld by District.
 6. Termination of the Agreement. Either Party shall have the right to terminate the Agreement without cause upon providing sixty (60) days written notice to the other Party.

In the event of any material default under this Agreement, which default remains uncured for a period of sixty (60) days after receipt of written notice of such default, this Agreement may be immediately terminated by the non-defaulting party.

7. Upon request of the District, should a City Employee assigned to the program fail to meet District standards, the City shall replace the assigned City Employee.
8. Independent Contractor. The Agreement is by and between two independent entities and is not intended to, or shall not be construed to, create the relationship of servant, employee, partnership, joint venture, or association. City Employees are not to be considered employees or agents of the District for any purpose, including Workers' Compensation or any other employee benefit programs.
9. Notices; Service. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

To District:
Dr. Sue Johnson, Superintendent
Savanna School District
1330 S Knott Ave
Anaheim, CA 92804

To City:
Jim Box, Director of Community Services
City of Buena Park
6688 Beach Blvd.
Buena Park, CA. 90621

Notices may be personally served, served by regular mail postage prepaid and deposited in the U.S. Mail, by registered mail, by facsimile with proof of transmittal, or by overnight mail with proof of delivery.

10. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:
 - Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured.
 - Workers' Compensation Insurance as required by law. The City shall provide Workers' Compensation coverage for its participating employees.
 - Business Auto Liability Insurance in the amount of \$1,000,000.
11. Indemnification and Hold Harmless. The City shall defend, indemnify and hold harmless the District, its officers, employees, agents, insurers, and students from and against any and all loss, claim, suit, attorney fees and damages or expense of any sort arising directly or indirectly from any acts or omissions of the City in performance of this Agreement, including, but not limited to, any claims for personal or bodily injury, property damage, wrongful death or economic loss of any sort, regardless of whether any negligence or other fault on the part of District contributed to such claim, injury or damage, unless the negligence or fault of District was the sole cause of such claim, injury or damage.

The District shall defend, indemnify and hold harmless the City, its officers, employees, agents, insurers, and volunteers from and against any and all loss, claim, suit, attorney fees and damages or expense of any sort arising directly or indirectly from any acts or omissions of the District in performance of this Agreement, including, but not limited to, any claims for personal or bodily injury, property damage, wrongful death or economic loss of any sort, regardless of whether any negligence or other fault on the part of the City contributed to such claim, injury or damage, unless the negligence or fault of the City was the sole cause of such claim, injury or damage.
12. Nondiscrimination. The Parties shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
13. Confidentiality. In the course of performing services under this Agreement, the Parties recognize that each party's employees may come in contact with or become familiar with information which the other party, its employees and affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the party's personnel and/or students. The Parties agree to maintain confidentiality of all such information received in the course of performing services pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. Records. It is understood and agreed that all records of each party shall remain the property of the respective party.
15. School District Policies and Procedures. The District shall ensure that each City employee is aware of and understands all applicable District policies and procedures. City shall require each City employee to conform to all such District policies, procedures, regulations, standards for

health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of District and the City.

16. Alternative Dispute Resolution. In the event of any dispute arising out of the Agreement, the Parties agree to an alternative dispute resolution (ADR) process. If the Parties are unable to resolve their dispute, they agree to binding arbitration pursuant to the rules of the American Arbitration Association (AAA), or other arbitration service as the Parties may agree. Any arbitration shall take place at the arbitration facilities nearest to the District.
17. Modification. The Agreement may only be modified in writing executed by both Parties.
18. Governing Law. The Agreement shall be governed by the laws of the State of California, with venue in Orange County.
19. Assignment. This Agreement may not be assigned without the written consent of the other Party.
20. Complete Agreement. This Agreement is the entire agreement between the Parties and supersedes any and all prior understandings whether orally or in writing.
21. Execution in Counterpart. The Agreement may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.
22. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
23. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

SAVANNA SCHOOL DISTRICT

DocuSigned by:
By: Dr. Sue Johnson
Dr. Sue Johnson
Superintendent

Dated: 7/27/2023 | 10:49:11 AM PDT

THE CITY OF BUENA PARK

DocuSigned by:
By: Aaron France
Aaron France
City Manager

Dated: 7/27/2023 | 12:43:16 PM PDT

ATTEST:
(SEAL)

DocuSigned by:
Adria M. Jimenez, MMC
Adria M. Jimenez, MMC
City Clerk

Dated: 7/27/2023 | 12:38:11 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Chris Cardinale
Christopher G. Cardinale
City Attorney

Dated: 7/27/2023 | 12:27:28 PM PDT

EXHIBIT A

The City of Buena Park has partnered with the Savanna School District in their new afterschool program called WINGS an acronym for Wonder, Inspire, Nurture, Grow, Succeed. The WINGS program is designed to inspire passion and creativity in Science, Technology, Engineering, and Math (STEM), Visual and Performing Arts (VAPA), and a wide variety of sports.

This program as part of their Expanded Learning Opportunity Program (ELOP) that provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The WINGS program helps create an equitable, safe learning environment that provides a safe space after school for the students in our community. The goal of the Savanna School District is that students’ learning will be enhanced with added support after school and their lives will be enriched as they are offered experiences that were previously out of reach.

The program occurs at Holder Elementary School for students enrolled at the school from August 7, 2023 to June 30, 2024 from the end of school each day until 6:00 p.m. The City of Buena Park Community Services Department will provide recreation programs from 2:30-4:30 p.m. each day on school days and additional time for full-day programs planned during non-school days.

Savanna School District is the lead agency in the program on site. The City is a part of the overall program and will provide a varied recreation program comprised of sports, games, crafts, and music conducted both indoors and outdoors. Program staffing includes one (1) Senior Community Services Leader and five (5) Community Service Leader I’s on a 20:1 leader to child ratio.

Additionally, the City may bring in partner agencies such as America on Track, Orange County Health Care Agency, etc. to complement programming.



AMENDED AND RESTATED AGREEMENT WITH THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA) FOR ANIMAL CONTROL SERVICES FOR FISCAL YEAR 2024-2025

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4F
Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve an agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services for Fiscal Year 2024-2025; 2) Authorize the City Attorney and City Manager to make any necessary, non-monetary changes to the amendment; 3) Authorize the Mayor and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of \$12,300 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On June 27, 2023, the City Council approved an agreement with SEAACA to extend services.

DISCUSSION

Since July 1, 2008, the Southeast Area Animal Control Authority (SEAACA) has provided animal control services for the City of Buena Park. SEAACA provides the City with a dedicated field officer as well as animal shelter services for the community.

The total cost for SEAACA's FY 2024-25 field and shelter services will be \$832,431. The base revenue guarantee is estimated to be \$167,000, leaving a net cost of \$665,431. The increase of approximately \$43,397 from last year's budget is largely contributed to labor contracts and minimum wage increases, in addition to increases in general supply and utility costs.

Thus far, staff continues to receive positive feedback from the community with respect to SEAACA's service. Staff is pleased with the services SEAACA provides and believes a continuation of these services over the recommended term is in the best interest of the City.

BUDGET IMPACT

The estimated net cost to the City for animal control services is \$665,431. Funds are budgeted in the adopted FY 2024-2025 budget for this purpose. However, the final contract costs from SEAACA were not received until after the conclusion of the budget process. Therefore, staff requests a budget amendment in the amount of \$12,300 to cover the cost of the agreement for animal control services.

Attachments

[Amended and Restated Agreement SEAACA - FY 24-25.pdf](#)

AMENDED AND RESTATED AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR ANIMAL CONTROL SERVICES ("Restated Agreement") is entered into this 9th day of July 2024, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF BUENA PARK, a California corporation whose address is 6650 Beach Boulevard, Buena Park, California 90621 (herein "CITY")

RECITALS

WHEREAS, SEAACA is a public agency and joint exercise of powers authority organized and created pursuant to the provisions of section 6500 *et seq.* of the California Government Code for the purpose of providing animal control and sheltering services within the boundaries of its member agencies and under contract with other local government agencies located in Southern California;

WHEREAS, SEAACA has provided such animal control services to the CITY under contract originally dated July 1, 2008, and continues to provide such services to the CITY on the terms and conditions set forth in the original contract as amended on several past occasions by the parties, with the last being Amended and Restated Agreement for Animal Control Services dated July 1, 2023 (together the "Agreement");

WHEREAS, CITY has requested that SEAACA continue to provide animal control services to the CITY, and SEAACA desires to continue providing such services, and both parties desire to enter into this Restated Agreement to fully amend and restate the Agreement among the parties with respect thereto; and

WHEREAS, the parties have authorized entering into this Restated Agreement by formal action of their respective governing bodies, taken at a properly-noticed meeting.

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1.0 TERM. The term of this Restated Agreement shall be for one year commencing on **July 1, 2024** ("Effective Date"), and shall remain in full force and effect until **June 30, 2025**, unless sooner terminated as provided in Section 6.0 or 3.7 (the "Term").

2.0 SEAACA's OBLIGATIONS. During the term of this Restated Agreement, SEAACA agrees to perform the following services for the CITY within the CITY's jurisdictional boundaries (cumulatively the "Services"):

2.1 Provide one (1) assigned officer, totaling forty (40) hours per week.

2.2 Patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of the Buena Park Municipal Code relating to animal control.

2.3 Enforce all applicable leash law requirements.

- 2.4** Enforce all applicable standards of animal care.
- 2.5** Maintain SEAACA's kennels and premises in a sanitary condition at all times.
- 2.6** Comply with all applicable laws of the State of California.
- 2.7** Give the prescribed notices and use humane methods for the care and destruction of any animal coming under its jurisdiction.
- 2.8** Enforce all applicable State statutes, with respect to those services as are customarily rendered by SEAACA.
- 2.9** Pick up and impound stray, sick, or injured animals from the public streets and private property.
- 2.10** Pick up dead animals within 24 hours.
- 2.11** Investigate complaints relating to animal cruelty.
- 2.12** Provide prompt 24-hour per day emergency service response for injured or vicious animals.
- 2.13** Provide all services and materials to establish and maintain licensing and canvassing programs.
- 2.14** Canvass all delinquent licenses each year and every household in the CITY a minimum of once every two years to insure that all animals required to have licenses are indeed licensed.
- 2.15** Provide for licensing services at two rabies clinics each year to be organized and administered by SEAACA.
- 2.16** Keep and maintain during the term of this Restated Agreement, books and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice.
- 2.17** Each Quarter, during the term of this Restated Agreement, SEAACA shall provide CITY, an Animal Control and Sheltering Statistical Report. During the term of this Restated Agreement, at the close of the fiscal year, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY upon request, with a written record of the complaints and the way in which complaints were handled. The record of complaints shall be available for audit and examination by the CITY during normal business hours and with reasonable notice.
- 2.18** If requested in writing by CITY, services in addition to those described herein may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to in writing by SEAACA and CITY.

3.0 CITY'S OBLIGATIONS. For and in consideration of SEAACA's provision of the Services to the City pursuant to this Restated Agreement CITY agrees as follows:

3.1 To reasonably cooperate and assist SEAACA in performing its obligations and the Services hereunder.

3.2 The total cost to the CITY for Fiscal Year 2024-2025 shall be \$832,431 provided that the amount required to be paid by the CITY shall be offset by revenues for licensee fees and penalties collected by SEAACA in performance of this Restated Agreement ("Fee Revenue"). SEAACA guarantees that the Fee Revenues shall be not less than \$167,000 for Fiscal Year 2024-2025 ("Revenue Guarantee"), such that the maximum amount required to be paid by the CITY for said fiscal year shall not exceed \$665,431 ("Net City Cost").

3.3 If Fee Revenues exceed the Revenue Guarantee for any fiscal year during the term of this Restated Agreement, then fifty percent (50%) of the Fee Revenues in excess of the applicable Revenue Guarantee shall be paid to the CITY at the close of the applicable fiscal year.

3.4 SEAACA shall establish a new contract rate and if warranted an updated revenue guarantee to the city at least sixty (60) days prior to the end of each fiscal year during the term of this Restated Agreement.

3.5 The Net City Cost shall be paid by CITY to SEAACA in two (2) equal payments of \$311,017 upon the receipt of an invoice from SEAACA, with the first such invoice scheduled for July 1 of each fiscal year, and the second invoice scheduled for October 1 of each fiscal year. The CITY shall remit payment of invoiced amounts within thirty (30) days after receipt of the invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon at the rate of 10% or the highest legal rate, whichever is lower, to be calculated from the last day of the month in which the Services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

3.6 Fee Revenues shall be excluded and SEAACA shall be entitled to and shall retain all moneys that it receives for impounding, boarding, donations, spay/neuter procedures, all fees and/or fines collected resulting from administrative hearings conducted by SEAACA, as well as the revenues of any fines and other penalties/fines imposed by the State of California.

3.7 The compensation and financial provisions of Sections 3.2 and 3.3 may be adjusted annually. At least ninety (90) days prior to the end of each fiscal year the parties shall commence negotiations to determine the compensation and financial provisions to apply for the next fiscal year. If the parties are unable to agree, the parties may extend this Restated Agreement in writing on a month-to-month basis based not to exceed ninety (90) days on a mutually agreeable written temporary compensation and financial provisions, or terminate this Restated Agreement after 30 days prior written notice of termination.

4.0 MUTUAL OBLIGATIONS. As additional consideration for the parties' performance of their respective obligations hereunder, the parties agree:

4.1 That the Services performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it is authorized to provide pursuant to

the provisions of SEAACA's governing Joint Exercise of Powers Agreement and the statutes of the State of California.

4.2 That the rendition of Services performed hereunder, the standard of performance and other matters incidental to the performance of such service and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by SEAACA's Executive Director.

4.3 That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the nature and quality of Services to be rendered hereunder.

4.4 That all persons employed by SEAACA in the performance of this Restated Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, and no person employed hereunder shall have any CITY pension, civil service, or any status or right. For the purpose of performing Services and functions required by this Restated Agreement, and for the purpose of giving official status to the performance thereof where necessary, every SEAACA officer and employee engaged in the performance of any Service hereunder shall be deemed to have authority to act on the CITY's behalf, so long as said performance is with the scope of and consistent with this Restated Agreement.

4.5 The CITY agrees to reasonably cooperate and meet with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

5.0 INDEMNITY AND INSURANCE.

5.1. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other than that provided for in this Restated Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.

5.2 SEAACA, its officer and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, nor for any defective or dangerous condition of CITY owned real property, and CITY shall hold SEAACA and its officers and employees harmless from, and shall defend SEAACA and the officers and employees thereof against any claim for damages resulting therefrom.

5.3 CITY, its officers and employees shall not be deemed to assume liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from, and shall defend CITY and the officers and employees thereof against any claim for damages resulting therefrom.

5.4 SEAACA shall maintain insurance coverage throughout the term of this Restated Agreement and, the CITY shall be added as an additional insured. SEAACA shall provide the CITY with evidence of such coverage before being authorized to perform any Services hereunder, 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.

5.5 SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. The Primary Liability Program Coverage Limit, including Automobile Liability, is \$2,000,000 per occurrence, and the Annual Aggregate Limit shall be \$4,000,000; the Worker's Compensation Program Coverage Limits shall be statutory, and the Employer's Liability shall be \$1,000,000. CITY agrees that the insurance coverage provided by California JPIA as described in this paragraph shall satisfy SEAACA's insurance obligations under this Amendment.

5.6 SEAACA'S indemnification obligations hereunder should be separate from the insurance requirements. SEAACA'S obligation to indemnify the CITY shall not in any way be reduced or limited by the limits of any policies of insurance required by this Restated Agreement. CITY'S acceptance of evidence of SEAACA'S insurance does not in any way relieve SEAACA from liability under this section.

6.0 DEFAULT AND TERMINATION

6.1 Should SEAACA default during the term of this Restated Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Restated Agreement, and upon payment to SEAACA of monies owing to SEAACA for satisfactory performances rendered through the date of said termination, less any credits or offsets to the CITY by SEAACA, there shall be no obligation of the CITY to SEAACA under this Restated Agreement. Should CITY fail to pay the sums owing to SEAACA as provided hereunder, or otherwise default in any provision of this Restated Agreement and fail to cure said default within fifteen (15) days' written notice to do so, then SEAACA may terminate this Restated Agreement, and upon payment to CITY of monies owing to CITY, there shall be no further obligation of SEAACA to the CITY. A termination by either party under this section shall not be deemed a waiver of any rights the terminating party may have against the other party for any sums due under the terms of this Restated Agreement.

6.2 Either SEAACA or CITY may terminate this Restated Agreement for convenience by giving the other party ninety (90) day's prior written notice,

7.0. AMENDMENT. This Restated Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Restated Agreement.

8.0 NOTICE. Any notice required to be sent hereunder shall be deemed received if addressed to the address of the parties as set forth above and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing furnish to the other party.

9.0 NOVATION. SEAACA and City intend that this Restated Agreement constitutes a novation of the Agreement and shall supersede and replace the terms of the Agreement.

10.0 INCORPORATION. This Restated Agreement constitutes the entire understanding and agreement of the parties pertaining to the subject matter hereof, and it shall supersede all prior written and oral agreements between the parties.

IN WITNESS WHEREOF, THE CITY OF BUENA PARK, by authorization of its City Council, caused this Amendment to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Restated Agreement to be subscribed by the Chairperson of said Commission and attested to by the Executive Director and/or Clerk of said Commission.

CITY OF BUENA PARK

SOUTHEAST AREA ANIMAL CONTROL
AUTHORITY

BY: _____
Aaron France, City Manager

BY: _____
Claudia Frometa, Chairperson

ATTEST:

ATTEST:

Adria M. Jimenez, MMC, City Clerk

Denise Woodside, Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

Christopher G. Cardinale, City Attorney

Scott Nichols, Attorney

APPROVAL OF THE "IF I WERE MAYOR" ESSAY AND POSTER CONTEST AND ASSOCIATED BUDGET AMENDMENT

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G
Presented By	Prepared By
Adria Jimenez, MMC, Director of Government and Community Relations/City Clerk	Adria Jimenez, City Clerk
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve the "If I Were Mayor" Essay and Poster Contest program; and 2) Approve a budget amendment in the amount of \$5,000 for from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On June 25, 2024, the City Council discussed and supported the initiation of this program with recommended adjustments.

DISCUSSION

At the City Council Meeting of June 25, 2024, the City Council discussed and supported the initiation of a, "If I Were Mayor" essay and poster contest with some program adjustments. The following are the proposed guidelines including the revisions:

The contest is open to all students in Buena Park (residents/non-residents) 6 to 18 years of age. The objective is to encourage students to creatively express their ideas on what they would do if they were the Mayor of Buena Park.

Students must respond to the following prompt with a visual (poster) or written (essay) entry: ***If I were Mayor, what would I do to make Buena Park a Greener City?***

ENTRY SUBMISSION GUIDELINES

- Age Groups:
 - Elementary School (Ages 6-10)
 - Middle School (Ages 11-14)
 - High School (Ages 15-18)
- One entry per student.
- All work must be original and created by the student.
- Submissions will be accepted through **Thursday, September 12, 2024, 6:00 p.m.**

5. Poster Entries

- a. **Medium:** Any medium (i.e. crayons, markers, paints, chalks, etc.) can be used that can be translated onto a poster board.
- b. **Size:** Artwork must be 11"x17" and must be matted on matboard (no glass, 3-D or digital works accepted).

6. Essay Entries:

- a. All Middle School and High School entries must be type-written

Judging Criteria:

- Creativity and originality of ideas
- Clarity in conveying ideas
- Artistic quality
- Relevance to the theme

The Mayor will select two winners from each age group for a total of six winners. Winners will be invited to attend the State of the City and sit at the Mayor's tables, along with one guest each. Information about the winners will be placed in an insert in the State of the City program. Artwork and essay submissions will be displayed in the foyer of the Community Services Department where they can be viewed by family and friends, no appointment necessary. Additionally, winners will be invited to participate in a "Day with the Mayor" where they will attend and participate in meetings with the Mayor and end the day with a luncheon in the Mayor's Garden. Cost for this program is estimated to be no more than \$5,000 for supplies, tickets to State of the City, luncheon program, and contest prizes. Staff will reach out to local businesses for sponsorship opportunities.

Below is a tentative contest timeline.

July 9	City Council Approves Program and Budget Amendment
July 15 – September 10	Contest Promotion
September 12	Contest Submissions Deadline
September 13-September 20	Committee Review
September 23	Notify Winners
October 2	State of the City
October 10 (10 a.m. – 3 p.m.) (City Council Meeting Day)	Day with the Mayor Presentations

BUDGET IMPACT

Costs associated with this program are estimated to be approximately \$5,000. Staff is requesting a budget amendment from the undesignated General Fund balance for this purpose.

RESOLUTION APPROVING PLANS, SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH DASH CONSTRUCTION COMPANY, INC. FOR THE WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	NEW BUSINESS Item: 5A
Presented By	Prepared By
Jaden Miller, P.E.	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Adopt a resolution approving the plans and specifications for the Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades Project; 2) Award a contract to DASH Construction Company, Inc. in the amount of \$89,640; 3) Authorize contingency funds in the amount of \$10,000 in the same purchase order; 4) Authorize the City Manager and City Clerk to make any necessary, non-monetary changes to the contract; and, 5) Authorize the City Manager and City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

At the study session of April 9, 2024, the security upgrades for the Whitaker-Jaynes Estate and Bacon House properties were discussed. The City Council directed staff to bring back a budget amendment to appropriate necessary funds from the undesignated General Fund balance to proceed with securing the property with fencing, upgrading the buildings' alarm systems, and adding a CCTV monitoring system, as soon as feasible.

On April 23, 2024, the City Council approved a budget appropriation in the amount of \$160,000 from the undesignated General Fund balance for this project.

DISCUSSION

There have been several serious security incidents at the Whitaker-Jaynes and Bacon House premises, including graffiti on the exterior of the building; damage to the water fountain; unauthorized access to the service hatch located beneath the Bacon House leading to a fire; damage to the air conditioning unit; attempted glass breakage on both east and west sides of the building; and, instances of transients intermittently sleeping in the garden area of the building.

As a result, on April 9, 2024, in collaboration with Police Department, staff provided options to City Council to enhance and heighten the security of the property to address these security issues. The City Council directed staff to move forward with the installation of CCTV cameras, an alarm system, and the replacement of the existing rotted fence and missing portions of the fence along the perimeter of the buildings (Whitaker-Jaynes Estate and Bacon House) with a new six-foot-high wrought iron tubular fence. New six-foot-high double leaf swing gates and single leaf swing gates will also be installed along the perimeter of the property. The CCTV cameras and alarm system installations are covered by separate purchase orders, which have already been initiated to begin construction. On April 23, 2024, the budget amendment to fund the project was approved by the City Council.

The project was advertised for competitive bids on June 11, 2024. Four (4) bids were received and publicly opened on June 25, 2024. Bid amounts ranged from \$89,640 to \$243,700. The lowest, responsible bid was submitted by DASH Construction Company, Inc., of Woodland Hills, CA in the amount of \$89,640. This contractor possesses the required license to complete the necessary project and has completed similar projects for the City of Fontana, El Segundo Unified School District, and La Cañada Unified School District. Staff recommends awarding a contract to DASH Construction Company, Inc., in the amount of \$89,640 and approve contingency funds in the amount of \$10,000 for a total amount of \$99,640. Construction is anticipated to begin in August 2024 and be completed by September 2024.

The City Attorney has reviewed the proposed contract.

BUDGET IMPACT

Total project costs are shown below with the following breakdown:

Construction Contract:	\$89,640
Construction Contingency:	<u>\$10,000</u>
Total Project Cost:	\$99,640

This project is budgeted from funds that were transferred from the undesignated General Fund to the Project Account (11-190138-9806), as approved by City Council on April 23, 2024.

Attachments

[Resolution - Whitaker-Jaynes Fence Upgrade.pdf](#)

[Bid Results and Summary.pdf](#)

[PW Contract - Whitaker-Jaynes Fence.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR **THE WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT** IN SAID CITY.

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

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

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

WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT

PASSED AND ADOPTED this 9th day of July 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

ATTEST:

Mayor

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 9th day of July 2024.

City Clerk

CITY OF BUENA PARK
WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES

BID RESULTS
CONSTRUCTION SERVICES

Project No. 139 and Bid No. 2024-14
BID OPENING: 06/25/24 - 2:00 P.M.

Company Name		Contact	Email	Base Bid Amount
1	J & A Engineering Corp	Miguel Miranda	admin@jafence.com	\$149,900.00
2	DASH Construction Company, Inc	Darius Shahnnavaz	info@dashconstructioncompany.com	\$89,640.00
3	RMS Construction	Ricky Mendoza	rmendoza@rmslifesafety.com	\$243,700.00
4	AB Fence Company, Inc	Alberto Bedolla	sales@abfencecompany.com	\$133,520.00

CITY OF BUENA PARK WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES BID SUMMARY															
Schedule of Work Items				J & A Engineering Corp		DASH Construction Company, Inc		RMS Construction		AB Fence Company, Inc		Contractor's Average		Engineer's Estimate	
Item No.	Est. Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Remove and Dispose of Existing Fence, Swing Gates, and Site Features	\$20,000.00	\$20,000.00	\$7,290.00	\$7,290.00	\$55,000.00	\$55,000.00	\$4,200.00	\$4,200.00	\$21,622.50	\$21,622.50	\$30,000.00	\$30,000.00
2	540	LF	Construct New 6' High Wrought Iron Fence	\$190.00	\$102,600.00	\$101.25	\$54,675.00	\$325.00	\$175,500.00	\$188.00	\$101,520.00	\$201.06	\$108,573.75	\$140.00	\$75,600.00
3	3	EA	Construct new 4' Wide Single Leaf Swing Gate	\$3,500.00	\$10,500.00	\$3,375.00	\$10,125.00	\$1,800.00	\$5,400.00	\$3,800.00	\$11,400.00	\$3,118.75	\$9,356.25	\$2,000.00	\$6,000.00
4	2	EA	Construct new 5' Wide Single Leaf Swing Gate	\$3,900.00	\$7,800.00	\$4,050.00	\$8,100.00	\$1,900.00	\$3,800.00	\$4,000.00	\$8,000.00	\$3,462.50	\$6,925.00	\$2,100.00	\$4,200.00
5	2	EA	Construct new 6' Wide Single Leaf Swing Gate	\$4,500.00	\$9,000.00	\$4,725.00	\$9,450.00	\$2,000.00	\$4,000.00	\$4,200.00	\$8,400.00	\$3,856.25	\$7,712.50	\$2,300.00	\$4,600.00
TOTAL:				\$149,900.00		\$89,640.00		\$243,700.00		\$133,520.00		\$154,190.00		\$121,000.00	

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES

PROJECT NO. 139
BID NO. 2024-14
JUNE, 2024

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

A handwritten signature in black ink, appearing to read "Deepthi Arabolu".

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 7574

Approved by:

A handwritten signature in blue ink, appearing to read "Mina Mikhael".

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

TABLE OF CONTENTS

NOTICE INVITING SEALED BIDS AND PROPOSAL.....	I-1
INSTRUCTIONS TO BIDDERS.....	I-4
BID.....	B-1
CONTRACT.....	C-1
PAYMENT BOND (LABOR AND MATERIALS).....	C-9
FAITHFUL PERFORMANCE BOND.....	C-11
WORKERS' COMPENSATION CERTIFICATE OF INSURANCE.....	C-13
PROGRESS PAYMENT SIGNATURE AUTHENTICATION.....	C-14
ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY.....	C-15
ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY.....	C-17
ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY.....	C-19
SPECIAL PROVISIONS.....	SP-1
PART 1: SPECIAL PROVISIONS DEFINED.....	SP-1
SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS.....	SP-1
SECTION 2. SCOPE AND CONTROL OF THE WORK.....	SP-5
SECTION 3. CONTROL OF THE WORK.....	SP-9
SECTION 4. CONTROL OF MATERIALS.....	SP-15
SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES.....	SP-15
SECTION 6. PROSECUTION AND PROGRESS OF THE WORK.....	SP-21
SECTION 7. MEASUREMENT AND PAYMENT.....	SP-26
SECTION 8. FACILITIES FOR AGENCY PERSONNEL.....	SP-28
SECTION 9. ADDITIONAL TERMS.....	SP-28
PART 2: CONSTRUCTION MATERIALS.....	SP-33

PART 3:	CONSTRUCTION METHODS.....	SP-37
PART 4:	EXISTING IMPROVEMENTS.....	SP-47
PART 5:	PIPELINE SYSTEM REHABILITATION.....	SP-50
PART 6:	TEMPORARY TRAFFIC CONTROL.....	SP-61
PART 7:	STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM.....	SP-63
PART 8:	LANDSCAPE AND IRRIGATION.....	SP-64
TECHNICAL SPECIFICATIONS.....		TS-1
32 31 00	FENCES AND GATES	

EXHIBITS:

C-101:	DEMOLITION PLAN
C-102:	UPGRADE PLAN
C-103:	SITE SECTIONS



NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS AND PROPOSALS
FOR

WHITER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES
“Project”

Project Number: 139
Bid Number: 2024-14

NOTICE IS HEREBY GIVEN that the City of Buena Park, California (“**City**”) invites sealed Bids for the Project. The City will receive such Bids at the City Clerk’s office, City Hall, City of Buena Park, California, 6650 Beach Boulevard, Buena Park, CA 90621, at the hour of **2:00 P.M.** on **TUESDAY, JUNE 25, 2024**, at which time and place they will be publicly opened and read aloud.

All Bids must be made in writing in either ink or typed on the form included in the Contract Documents. Each Bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and Bid Number typed or clearly printed on the lower left corner of the envelope, with the words “Sealed Bid Enclosed” clearly written on the front of the envelope. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date. Faces or any electronic format is not acceptable.

INCORPORATION OF STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS. The 2021 Edition or Latest Edition of “Standard Specifications for Public Works Construction” (“**Standard Specifications**”), as amended by the Contract Documents (as “**Contract Documents**” is defined in the Contract) and the Special Provisions of the City of Buena Park, Latest Edition (“**Special Provisions**”), is incorporated by reference.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents (“**Work**”). This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the Engineer. Each prospective bidder (“**Bidders**”) is responsible for fully acquainting themselves with the conditions of the scope of work as it relates to doing work in the City.

OBTAINING BID DOCUMENTS. The “**Project Documents**” are available online from American Reprographics Company (“ARC”). To order Project Documents from ARC as a download or hardcopy: visit www.e-arc.com, click on “Public Planroom,” and search by City of Buena Park from the dropdown list, with “Show Active Bid Projects Only” selected. You can contact ARC at (714) 424-8525 and request plans. Downloads are available at no charge through the site. The costs for all hardcopy Project Documents, plus shipping, are non-refundable and are purchased directly from ARC.

PLANHOLDER REGISTRATION. All Bidders shall register with ARC as a “**Planholder**.” All Addenda transmission and other Contract Document-related information will be relayed via ARC. A Bidder shall have no recourse due to its any inability to register with ARC, “whitelist” ARC communications, or to view or access any of the Project Documents, Addenda transmission, or other information.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5; with limited exceptions for bid purposes only under Labor Code Section 1771.1(a).

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work” to which the requirements of prevailing wage apply. Pursuant to the provisions of Section 1773.2 of the Labor Code, the successful Bidder (hereinafter “**Contractor**”) and its subcontracts, if any (“**Subcontractors**”) shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“**DIR**”) regarding the prevailing rate of per diem wages. Copies of such general prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Buena Park, 6650 Beach Boulevard, Buena Park, California, 90621, and are available to any interested party on request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid price submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. The Bonds shall be dated on or after the Effective Date of the Contract, and before the date a “notice to proceed” from the City is issued.

All Bonds must be issued by a California admitted Surety insurer, as defined in Code of Civil Procedure Section 995.120, with a current A.M. Best’s rating no less than A:VII, using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverage, within ten (10) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid **Class A** or **Class C-13** Contractor’s license issued by the California State Contractors License Board, at the time of the Bid submission; provided that if this Project utilizes any federal funding, the successful Bidder must possess such a license at the time of Contract award. The successful Contractor, and Subcontractors, must also possess a current City business license.

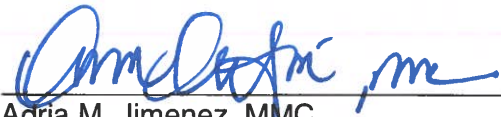
RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than ten (10) working days before the Bid submission deadline. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of \$500 for each Day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

BIDDING PROCESS. The City reserves the right, after opening bids, to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in the best interest of the City.

NONDISCRIMINATION. The City hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status religion in any consideration leading to the award of contract.

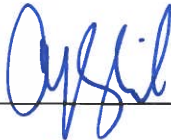


Adria M. Jimenez, MMC
Director of Government and
Community Relations/City Clerk

Posted Date: June 11, 2024

I, Anna Patricia S. Badillo, Assistant City Clerk, do hereby certify that a full and correct copy of this notice was posted at the Buena Park Civic Center, 6650 Beach Boulevard; the Ehlers Event Center, 8150 Knott Avenue; and, the Buena Park Library, 7150 La Palma Avenue, Buena Park, CA.

ATTEST: _____



DATE: 06/11/2024

POST BY: 06/11/2024 REMAIN POSTED THROUGH: 06/26/2024

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces by ink or by typing, including inserting "N/A" (for not applicable) where necessary. The Bid shall be enclosed in a sealed envelope bearing the Bidder's name and the Project Name, Project Number, and Bid Number as described in the Notice Inviting Bids. A Bid not submitted on the Bid forms and in the manner found herein will be considered non-responsive.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received at the proper time and at the proper location, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall not be considered and shall be returned to the Bidder unopened. Bidders or their authorized agent are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk at any time before the Bid submission deadline fixed in the Notice Inviting Bids. Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice Inviting Bids.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City of Buena Park, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. All Bonds must be issued by a California admitted Surety insurer, as defined in Code of Civil Procedure Section 995.120, with a current A.M. Best's rating no less than A:VII, using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within ten (10) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in the Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not, expressly or by implication, represent or guarantee that the actual amounts required will correspond with the quantities given. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Bidders must

acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each Bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. Bidders must meet all qualification requirements contained in the Contract Documents. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the satisfactory performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions and difficulties that may be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way be construed as a waiver of the aforesaid provisions, relieve the Contractor from its obligations under the Contract Documents, nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

DISQUALIFICATION OF BIDDERS. No person or entity shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder,

is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. Bids in which unit prices are obviously unbalanced may be rejected.

If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected. Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract is in violation of competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

Among other grounds, A Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation. The City will review the circumstances presented in the Bid Form certification and determine if acceptance of the Bid is in its best interest.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract and returned all required documents to the City.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Calendar Days after the Bid opening. The City reserves the right to extend the award of contract period an additional thirty (30) calendar days. Bids shall remain valid for a minimum of ninety (90) Calendar days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

EXECUTION OF CONTRACT. The selected Bidder shall execute and return to the City the Contract in the form included in these Contract Documents within ten (10) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all required documents, including insurance and Bonds as herein specified, and provide copies to the City, within ten (10) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible, responsive Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any contract arising therefrom.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing

the payment of claims for labor and materials. Should the Contractor begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Contractor's risk as a volunteer. The Bonds shall be dated on or after the Effective Date of the Contract, and before the date a Notice to Proceed from the City is issued.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the Engineer a written request for an interpretation or correction not later than seven (7) working days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project Name, Project Number, and Bid Number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum, and will be delivered to each person included on the City's planholder's list for the Project. The City is not responsible for any oral explanation or interpretation of any provision in the Contract Documents, and no such explanation or interpretation shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

NOTICE TO BIDDERS. If further information is needed regarding this Work, please contact the person whose name is indicated by an "X" below:

☐ Aaron Esparza-Almaraz	(714) 562-3690
☐ Deepthi Arabolu	(714) 562-3696
☐ Hysun Lee	(714) 562-3691
☐ Mina Mikhael	(714) 562-3679
☐ Nader Alqam	(714) 562-3698
☐ Norman Wray	(714) 562-3699
☐ Jason Tran	(714) 562-3680
☒ Jaden Miller	(714) 562-3685

Monday through Friday, from 7:30 am to 5:00 pm, except holidays and every other Friday when City Hall is closed.

All interested bidders, or persons obtaining bid packets, shall register with American Reprographics Company (ARC) as this Contract's planholder immediately.

All interested bidders, or persons obtaining bid packets, shall register with ARC as this Contract's Planholder immediately.

FAILURE TO PROPERLY REGISTER MAY RESULT IN LATE NOTIFICATION.

BID PROTEST PROCEDURES

SECTION 1. BID PROTEST. Any bid protest must be in writing and received by the City Clerk at City Hall, City Clerk's Office, 6650 Beach Blvd., Buena Park, CA 90621, before 5:30 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

SECTION 2. GENERAL. Only a bidder who has submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by the City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 1, a "working day" means a day that City is open for normal business, and excludes weekends and holidays.

SECTION 3. PROTEST CONTENTS. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

SECTION 4. COPY TO PROTESTED BIDDER. A copy of the protest and all supporting documents must be concurrently transmitted by fax, email or in person by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

SECTION 5. RESPONSE TO PROTEST. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk before 5:30 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder, if different from the protested bidder.

SECTION 6. COPY TO PROTESTING BIDDER. A copy of the response and all supporting documents must be concurrently transmitted by fax, email or in person by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

SECTION 7. EXCLUSIVE REMEDY. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

SECTION 8. RIGHT TO AWARD. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.



BID

BID

CITY OF BUENA PARK

WHITER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES "Project"

Project Number: 139

Bid Number: 2024-14

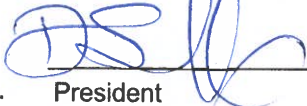
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BUENA PARK:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions and difficulties to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Buena Park to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus, transportation, services, and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten (10) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License.

Contractor/Bidder: DASH Construction Company, Inc.
Address: 6300 Canoga Ave. Suite 530
City/Zip Code: Woodland Hills, CA / 91367
Phone/Fax (747)226-1744 / N/A
Email Info@dashconstructioncompany.com
Contractor's License No.: 869505 /Classification: A, B, C8, C12, C13, C15, /Exp. Date: 08/31/2025
C23, C27, C32, C33, C60, C61-D49
By:  Dariush Shahnava Date: 06/24/2024
Title: President

Names and addresses of all members of the firm or names and titles of all officers of the corporation:

Dariush Shahnava, President & Secretary
5301 Balboa Blvd. #H16, Encino, CA 91316

Majid Hajizadeh, Assistant Secretary
20338 Oxnard St., Woodland Hills, CA 91367

Shahrooz Shahnava, Vice President & Treasurer
5301 Balboa Blvd. #H16, Encino, CA 91316

Surety or sureties:

The Ohio Casualty Company
790 The City Drive South, Suite 200
Orange, CA 92868
Direct Cell: (714) 931-5951

City of Buena Park - Bid Sheet

SCHEDULE OF WORK ITEMS WHITER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES "Project"

Project Number: 139
Bid Number: 2024-14

Bidder's Name: DASH Construction Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Engineer, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Remove and Dispose of the Existing Fence, Swing Gates, and Site Features	LS	1	\$7,290.00	\$7,290.00
2.	Construct New 6' High Wrought Iron Perimeter Fence	LF	540	\$101.25	\$54,675.00
3.	Construct New 4' Wide Single Leaf Swing Gate	EA	3	\$3,375.00	\$10,125.00
4.	Construct New 5' Wide Single Leaf Swing Gate	EA	2	\$4,050.00	\$8,100.00
5.	Construct New 6' Wide Single Leaf Swing Gate	EA	2	\$4,725.00	\$9,450.00
TOTAL AMOUNT					\$ 89,640.00

Note: Unless otherwise as indicated in subsection 7-3.5. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses. Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 7-3.5.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is

calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

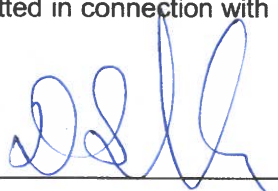
In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE IN DIGITS: \$ 89,640.00

TOTAL BID PRICE IN WORDS: Eighty-nine thousand six hundred forty dollars

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Signature: 

Title: President Date: 06/24/2024

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: DASH Construction Company, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- N/A
- (3) Business Address: 6300 Canoga Ave. Suite 530, Woodland Hills, CA 91367
- (4) Telephone: (747)226-1744 Facsimile: N/A
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: S Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 869505 A, B, C8, C12, C13, C15, C23, C27, C32, C33, C60, C61-D49
Original Date Issued: 12/15/2005 Expiration Date: 08/31/2025
- (8) DIR Contractor Registration Number: 1000027444
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Daryoush Davoudi, Project Manager
- (10) [If applicable] List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): N/A
- (11) Number of years' experience the company has as a contractor in construction work: 18 Years
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
- Dariush Shahnavaaz, President & Secretary (818)620-7547 5301 Balboa Blvd. #H16, Encino, CA 91316
- Majid Hajizadeh, Assistant Secretary (818)274-8097 20338 Oxnard St., Woodland Hills, CA 91367
- Shahrooz Shahnavaaz, Vice President (818)282-2115, 5301 Balboa Blvd. #H16, Encino, CA 91316
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
- N/A

-
- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, note when and explain.

NO

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, note when and explain.

NO

- (18) Within the last five (5) years, has any officer or partner of Bidder's company ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation. NO

- (19) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, note when and explain.

NO

- (20) Has the company or any principal having an interest in the Bid ever been in default, debarred or suspended in any way? If yes, note when and explain.

NO

- (21) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes ☒ No

b. By the owner against you? Circle one: Yes ☒ No

c. By any outside agency or individual for labor compliance?
Circle one: Yes ☒ No

d. By Subcontractors? Circle one: Yes ☒ No

e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☒ No

If your answer is "yes" to any part or parts of this question, explain.

- _____

(22) List the last three (3) projects you have worked on or are currently working on for the City of Buena Park:

None

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me: _____

Signature:  _____

Signature: _____

Title: Dariush Shahnava, President

This ____ day of _____, 20____

Date: 06/24/2024

Title: _____

Signature: _____

Signature: _____

(SEAL)

Title: _____

Date: _____

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on this 24th day

of JUNE, 20 24, by _____

DARIUSH SHAH NAVAZ,

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



(Seal)

Signature [Handwritten Signature]

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

REFERENCES FORM

For all public agency projects in excess of \$30,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Miller Park Fence Installation

Project Description Fencing and concrete

Approximate Construction Dates From: 04/29/2024 To: 07/15/2024

Agency Name: City of Fontana

Contact Person: Jazmine Pena **Telephone:** (909) 350-6648

Address: 8353 Sierra Ave., Fontana, CA 92335

Original Contract Amount: \$ 605,572.00 **Final Contract Amount:** \$ On-going

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number McDermott Soccer Field Iron Fencing Removal and Installation Project

Project Description Fencing

Approximate Construction Date From: 06/2024 To: On going

Agency Name: City of Fontana

Contact Person: Ryan Rosebeary **Telephone:** (909) 428-8811

Address: 8353 Sierra Ave., Fontana, CA 92335

Original Contract Amount: \$ 172,400.00 **Final Contract Amount:** \$ On-going

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number ESUSD High School Baseball Field Improvements

Project Description fencing and gates

Approximate Construction Dates

From: 08/01/2022

To: 08/30/2022

Agency Name: El Segundo Unified School District

Contact Person: Preeti D'Souza

Telephone: (714)788-2617

Address: 641 Sheldon St., El Segundo, CA 90245

Original Contract Amount: \$ 109,067.00

Final Contract Amount: \$ 109,067.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Remove and replace wrought iron fence

Project Description Fencing & gates

Approximate Construction Dates From: 09/2022 To: 10/2022

Agency Name: La Canada Unified School District

Contact Person: Frank Navarro **Telephone:** (535)248-9296

Address: 4540 Encinas Dr., La Canda Flintridge, CA 91011

Original Contract Amount: \$ 319,250.00 **Final Contract Amount:** \$ 319,250.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number EL Segundo Blvd. Paving Rehabilitation

Project Description Paving repairs, concrete, and landscaping

Approximate Construction Dates From: 04/17/2023 To: 06/26/2023

Agency Name: City of El Segundo

Contact Person: James Rice **Telephone:** (310)524-2316

Address: 350 Main Street, El Segundo, CA 90245

Original Contract Amount: \$ 1,084,360.55 **Final Contract Amount:** \$ 1,084,360.55

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number Citywide Utility Paving Project

Project Description Paving repairs

Approximate Construction Dates From: 07/12/2022 To: 09/12/2022

Agency Name: City of Alhambra

Contact Person: Thomas Amare Telephone: (626)300-1562

Address: 900 S. New Ave., Alhambra, CA 91801

Original Contract Amount: \$ 243,777.00 Final Contract Amount: \$ 243,777.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If no subcontractor is specified for a portion of the work, or multiple subcontractors are specified for the same portion of Work, then Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name, Address, and Phone Number	Contractors State License Board (CSLB) License Number(s) and Class(es)	Department of Industrial Relations (DIR) Contractor Registration Number	Bid Item Number(s)	Type of Work (e.g., Electrical)	Total Amount of Bid Item(s)	Percentage of Total Bid (e.g., 10%)*
N/A						
TOTAL						

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

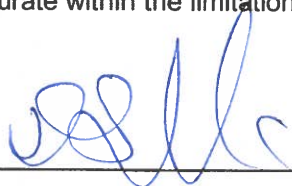
INDUSTRIAL SAFETY RECORD FORM

Bidder's Name DASH Construction Company, Inc.

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	3	5	18	15	16	14	
Total dollar amount of contracts (in thousands of dollars)	\$3,623,502.00	\$338,371.00	\$603,136.00	\$557,155.00	\$689,500.00	\$517,213.00	\$6,328,877.00
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature:



Signature:

Title:

President

Title:

Date:

06/24/2024

Date:

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has issued an invitation for Bids for the Work described as follows: WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES
PROJECT NO. 139 - BID NO. 2024-14

as specifically set forth in the documents entitled:

**WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES
"Project"**

**Project Number: 139
Bid Number: 2024-14**

WHEREAS DASH CONSTRUCTION COMPANY INC - 6300 Canoga Ave, Suite 530, Woodland Hills, CA 91367
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and The Ohio Casualty Insurance Company

790 The City Drive South Suite 200, Orange, CA 92868

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____
Ten Percent of Total Amount Bid-----

_____ Dollars (\$ 10% of Bid---), being not less than ten percent (10%) of the total Bid price of the Principal for the Work, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event suit is brought upon this instrument by City, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 21, 2024

"Principal"

DASH CONSTRUCTION COMPANY INC

By: [Signature]
Its: Darius Shannavaz, President

By: _____
Its: _____

"Surety"

The Ohio Casualty Insurance Company

By: [Signature]
Its: Rebecca Haas-Bates, Attorney-in-Fact

By: _____
Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached; and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On 06/24/2024 before me, LEVIK NAZARI, NOTARY PUBLIC,
(here insert name and title of the officer)

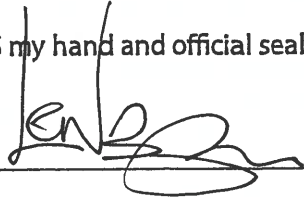
personally appeared DARIUSH SHAHNAVAZ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

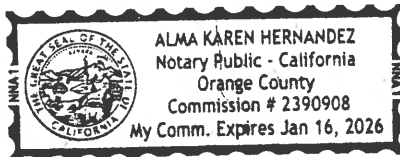
On 06/21/2024 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 06/21/2024
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
The Ohio Casualty Insurance Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211795-976022**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rebecca Haas-bates; Richard Adair; William Syrkin

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

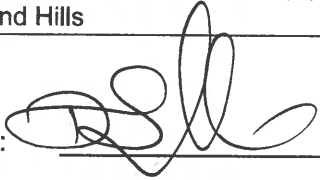
The undersigned declares:

I am the President of DASH Construction Co., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/24/2024 [DATE], at Woodland Hills [CITY], California [STATE].

Signature:  _____

Printed Name: Dariush Shahnava

Title: President

Date: 06/24/2024

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This form must be notarized.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached; and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On 06/24/2024 before me, LEVIK NAZARI, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared DARIUSH SHAHNAVAZ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: DASH Construction Company, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
1	06/20/2024	

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Issued: Monday, June 17, 2024

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades

Note the following changes:

- **Specification Document Changes:**
 - o Attached are revised Specifications and Notice Inviting Sealed Bids for the project.
 - o Revised contractor's license type:
 - A Class A or Class C-13 license is acceptable.

By: _____

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

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Thursday, July 17, 2024, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND
RETURNED WITH THE PROPOSAL.**

06/24/2024

Date: _____

DASH Construction Company, Inc.

Dariush Shahnavaaz, President

Contractor/Title



CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR
WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES
“Project”

Project Number: 139
Bid Number: 2024-14

This CONTRACT (“Contract”) is made and entered this 9th day of July, 2024 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and DASH Construction Company, Inc., a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 869505. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Notice Inviting Bids for the above-referenced project (“Project”), dated June 11th, 2024;
- C. The Instructions to Bidders for the Project, dated June 11th, 2024;
- D. Contractor’s Bid for the Project, dated June 25th, 2024 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
- E. The Contractor’s Bonds for the Bid and the Project;
- F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated June 11th, 2024 (“Plans and Specifications”).
- G. The City of Buena Park’s Standard Specifications for Public Works Projects, Latest Edition;
- H. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the “Project”), as such Project and the Work to be performed by Contractor is further described in the Contract Documents.

3. Compensation. In consideration for Contractor’s performance of the Work required to complete the Project hereunder, City shall pay Contractor a total *NOT-TO-EXCEED* amount of **eighty nine thousand six hundred and fort dollars (\$89,640.00)** in accordance with the prices

with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **THIRTY (30) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

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

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

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City 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 following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no 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 specified 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.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally 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. For any claims related to this Project, the Contractor's insurance coverage shall be

primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract 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 any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
9. 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 Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the 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.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt*

for a registered letter."

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or

any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the

limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES
(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

☐ Contractual Liability	☐ Explosion Hazard
☐ Owners/Landlords/Tenants	☐ Collapse Hazard
☐ Manufacturers/Contractors	☐ Underground Property Damage
☐ Products/Completed Operations	☐ Pollution Liability
☐ Broad Form Property Damage	☐ Liquor Liability
☐ Extended Bodily Injury	☐ _____
☐ Broad Form Comprehensive	☐ _____
General Liability Endorsement	☐ _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS <u>ENDORSEMENT ATTACHES</u>	POLICY PERIOD <u>FROM/TO</u>	LIMITS OF <u>LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

☐ Any Automobiles	☐ Truckers Coverage
☐ All Owned Automobiles	☐ Motor Carrier Act
☐ Non-owned Automobiles	☐ Bus Regulatory Reform Act
☐ Hired Automobiles	☐ Public Livery Coverage
☐ Scheduled Automobiles	☐ _____
☐ Garage Coverage	☐ _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



SPECIAL PROVISIONS

CITY OF BUENA PARK

Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards)** shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the **Caltrans Standards** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1: SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated on the plans, specifications and contract documents, including but not limited to:

Demolition, removal, and disposal of the existing perimeter fence, footings, swing gates, pillars, and brick column at the Whitaker-Jaynes and Bacon House property. Furnish and install the new wrought iron perimeter fence, footings, posts, swing gates, latches, and hardware. Water pollution control program BMPs shall be implemented and other miscellaneous items associated with the work as required by the plans and/or as specified.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** or **Class C-13** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of

Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of

adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter (\$250 for application) and provide an \$800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

1. Labor..... 20%
2. Materials.....15%
3. Equipment Rental.....15%
4. Other Items and Expenditures..... 15%

To the sum of the costs and markups provided for this subsection, 1 percent shall be added as compensation for bonding. To the sum of the costs and markups provided for this To the sum of the costs and markups provided for this subsection, 1 percent shall be added as compensation for bonding.

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	(714) 562-3940
ORANGE COUNTY FIRE AUTHORITY	(714) 527-3955
PARK DISPOSAL	(714) 522-3577
AMERICAN MEDICAL RESPONSE	(714) 808-2288
BUENA PARKSCHOOL DISTRICT	(714) 522-8412
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	(714) 530-6060

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Construction Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject

to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030) and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, certificates, and warranties;

3. All “as-builts”;
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and
5. Electronic and hard copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound

by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of 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 Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any

Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including

without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to

removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor 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 (1) 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 Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification

prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer. The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating "Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor's operations shall be replaced at the Contractor's expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blue-line drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its

monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining utility service during construction, including proposed by-passes.

- 8) NPDES/BMP requirements.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within **Thirty (30) Working Days** from the Notice to Proceed (NTP). The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A "Preliminary Notice to Proceed" will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within **THIRTY (30) CONSECUTIVE WORKING DAYS** after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an

adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on the bid shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter. The following bid items of work pertain to the bid items included within the Bid. Incidental items of work not separately listed shall be included in the prices show for other related items of work.

ITEM 1) Remove and Dispose of the Existing Fence, Swing Gates, and Site Features: Work under this item shall include, but not limited to, excavating, removing, and disposing of the existing fence, footings, pillars, brick column, soil, landscape, base, and subgrade materials as necessary to install the new perimeter fence, and all other works items to complete the work in place.

Payment: The price for this item shall be paid in Lump Sum (LS), which includes full compensation for furnishing all labor, materials, tools, equipment, appurtenances, etc., which are required to do all work involved in this item as specified and no additional compensation will be allowed therefore.

ITEM 2) Construct New 6' High Wrought Iron Perimeter Fence: Work under this item shall include, but not limited to, installing the new 6' high wrought iron perimeter fence, posts, footings, hardware, backfilling, compacting, cutting, drilling, welding for any fence adjustments, and restoring all existing site features damaged by the work, proper grade elevation shall be set to match the existing elevation, and all other items to complete the work in place.

Payment: The price for this item shall be paid in Linear Feet (LF), which includes full compensation for furnishing all labor, materials, tools, equipment, appurtenances, etc., which are required to do all work involved in this item as specified and no additional compensation will be allowed therefore.

ITEM 3) Construct New 4' Wide Single Leaf Swing Gate: Work under this item shall include, but not limited to, installing the new 4' wide single leaf swing gate, posts, footings, latches, hardware, backfilling, compacting, and restoring all existing site features damaged by the work, proper grade elevation shall be set to match the existing elevation, and all other items to complete the work in place.

Payment: The price for this item shall be paid in Each (EA), which includes full compensation for furnishing all labor, materials, tools, equipment, appurtenances, etc., which are required to do all work involved in this item as specified and no additional compensation will be allowed therefore.

ITEM 4) Construct New 5' Wide Single Leaf Swing Gate: Work under this item shall include, but not limited to, installing the new 5' wide single leaf swing gate, posts, footings, latches, hardware, backfilling, compacting, and restoring all existing site features damaged by the work, proper grade elevation shall be set to match the existing elevation, and all other items to complete the work in place.

Payment: The price for this item shall be paid in Each (EA), which includes full compensation for furnishing all labor, materials, tools, equipment, appurtenances, etc., which are required to do all work involved in this item as specified and no additional compensation will be allowed therefore.

ITEM 5) Construct New 6' Wide Single Leaf Swing Gate: Work under this item shall include, but not limited to, installing the new 6' wide single leaf swing gate, posts, footings, latches, hardware, backfilling, compacting, and restoring all existing site features damaged by the work, proper grade elevation shall be set to match the existing elevation, and all other items to complete the work in place.

Payment: The price for this item shall be paid in Each (EA), which includes full compensation for furnishing all labor, materials, tools, equipment, appurtenances, etc., which are required to do all work involved in this item as specified and no additional compensation will be allowed therefore.

MOBILIZATION AND/OR DEMOLITION: Work under this item shall include, but not limited to, providing bonds, insurance, financing; establishing a field office; preparing the SWPPP and/or BMP plans; preparing/inspecting/monitoring/enforcing all SWPPP/BMP items; complying to all noise control, dust control, water control, and other environmental regulations; coordinating and providing temporary utility services; obtaining all applicable permits; coordinating with stakeholders and agencies having jurisdiction; installing construction signs; distributing notifications; and all other items to complete the Work in place, as required by the Contract Documents. This item also includes work to demobilize from the Project site, including, but not limited to, site clean-up, USA marking removals, and providing any required close-out/acceptance documentation. ***This Mobilization and/or Demolition item shall be included in the Bid Items. No additional compensation will be allowed.***

TRAFFIC CONTROL: Work under this item shall include, but not limited to, delivering all required notifications; posting all required signage; preparing traffic control plans prepared and signed by a California-registered Professional Civil Engineer or a Traffic Engineer and providing all necessary traffic control devices to complete the Work in place, as required by the Contract Documents. In addition, it including labor, materials tools, equipment, location markers for fire hydrants and all other associated appurtenant work in conformance with the Contract Documents, Approved Plans, Specification, and all other work to completed the this task for all the bid items

(1-12) listed above and Sheet B-3 of this project. **This Traffic Control item shall be included in the Bid Items. No additional compensation will be allowed.**

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

- a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.
- b. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *et seq.* (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *et seq.* (if applicable), and must then adhere

to Section 20104, *etseq.* and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor’s actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of

all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid,

to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be $\frac{3}{4}$ " (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan 105 and as shown on the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the

cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

**201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)
(CRACK SEALING)**

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the "Greenbook" or latest version will be part of the "Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the "Greenbook" or latest version will be part of the

“Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

SECTION 214 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working

days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat-tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR-TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor's operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND (\$1,000) DOLLARS A DAY.**

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6" x 6" concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand.....(24%).....458 lbs.
- 3/8" (1 cm) Aggregate.....(35%)..... 667 lbs.
- 1/2" (1.5 cm) Aggregate..... (12%)..... 229 lbs.
- 3/4" (2 cm) Aggregate.....(29%)..... 553 lbs
- Asphalt viscosity grade **PG 70-10**..... (4.9%).....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 1/2" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 1/2" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2-axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. "SIDEWALK CLOSED AHEAD" signs shall be posted per the Engineer's direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0") lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3'x4' (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 ASBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.
- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.

- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.
- Designated full time certified project supervisors resume.
- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.
- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.
2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.
2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).
4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.
5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.
6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or too large.
3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)
5. Pipe quality shall be verified through testing per ASTM F 1504 and F 1057 heat reversion test shall be performed on each test sample.
6. All costs for testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by either method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities

A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping

Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a

sewer spill.

3. Air testing of the installed Liner.

After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.
2. **Manufacturers Material Certification, Submittal:**
 - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.
 - b. Copy from the liner material manufacturer's certifying that the

formulation of the liner has not changed since the lining material was tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.
4. **Product Manufacturer, Submittal:** Copy of the manufacturer's literature, material data sheets, and installation procedures.
5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.
6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.
7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.
8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of

the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.

Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half 1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: "a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight."

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer's brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.



TECHNICAL SPECIFICATIONS

SECTION 32 31 00 – FENCES AND GATES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section shall consist of furnishing and installing the new fence and/or removing and disposing of the existing fence. The fence shall be restored the same in conformance with the lines, grades, and requirements as shown on the DRAWINGS.

1.02 SYSTEM DESCRIPTION

- A. The Manufacturer shall supply a Fencing System complete with all hardware, posts, rails, gates and accessories necessary for a complete and aesthetically balanced installation.

1.03 SUBMITTALS

- A. Product Data: For each product indicated, include manufacturer's recommendations for installation.
- B. Installation Drawings: Show layout, locations, components, materials, dimensions, sizes, weights, finishes of components, installation and operational clearances, gate swings, post sizes, spacing and mesh type, gate details/dimensions, details of post anchorage, and post attachment/bracing.
- C. Samples: Provide color selections and samples for finishes on fence and accessories if requested by the specifier.

1.04 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified. Review and follow manufacturer's installation instructions.
- B. Provide fence system and gates, as complete unit produced by a single manufacturer, including necessary erection accessories, fittings, hardware, hinges, and fastenings.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with a minimum of 5 years documented experience.
- D. Field Quality Control to be conducted by Owner's Project Manager.

1.05 DELIVERY, HANDLING, AND STORAGE

- A. Deliver fence materials, gates, posts, and accessories to project site, completely pre-finished. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping. Materials shall be handled and stored properly to protect against damage and theft.
- B. Handle fence components to protect finish coating from any scuffs, abrasion or other damage during unloading and installation. Excessive damage to factory applied coatings will be cause for rejection.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturers:

1. Iron Fence Shop: 46 Ravenna St Unit B-5, Hudson, OH 44236, (800) 261-2729

Or approved equivalent.

2. Master Halco: 3010 Lyndon B Johnson Fwy, Suite 800, Dallas, TX 75234, (800) 883-8384

Or approved equivalent.

2.02 MATERIALS

- A. Steel: All steel material for the fence and gate system shall conform to the requirements of ASTM A-787 and ASTM A653 with a minimum yield strength of 50,000 psi. All components shall be galvanized inside and out for superior rust protection.
- B. Cast Iron: All iron components shall be made of ductile iron for superior strength (versus standard grey iron) and are galvanized prior to powder coating for extra rust protection. All iron pieces shall be sand-cast.

2.03 FENCE PANELS

- A. Panels: Panels shall be 6'H x 8'W from end-of-rail to end-of-rail with the Classic style.
- B. Horizontal Rails: Rail members shall be constructed of 1 ½" x ½" x 1/8" (11 gauge) cold rolled bar channel. Three (3) rails shall be per panel. Rails shall be punched for picket pass-through and welding from underneath.
- C. Pickets: Pickets shall be ¾" x ¾" x 16 gauge square tubing.
- D. Picket spacing: Standard pickets shall have a 3.875" air gap in-between.
- E. Finials: Finial tips shall be 6" tall x 2" wide, quad flare style, and are sand-cast from ductile iron with a safety ball top as part of the casting. Finial tips shall be welded to the picket.

2.04 WALK GATES

- A. Frame: All walk gates shall match fence panel styles and be framed with 2" x 2" x 14 gauge square tubing mitered and welded.
- B. Horizontal Rails: Rail members shall be constructed of 1 ½" x ½" x 1/8" (11 gauge) cold rolled bar channel. Rails shall be punched for picket pass-through and welding.
- C. Pickets: Pickets shall be ¾" x ¾" x 16 gauge square tubing.

- D. Picket spacing: Standard pickets shall have a 3.875" air gap in-between.
- E. Finials: Finial tips shall be 6" tall x 2" wide, quad flare style, and are sand-cast from ductile iron with a safety ball top as part of the casting. Finial tips shall be welded to the picket.
- F. Gate Latches: The gate latch shall be a stainless steel insert lock with an adjustable self-latching bolt and hook combined. A stainless steel keep shall also be installed on the receiving fence post to maintain sufficient clearance between the fence and gate post.

1. Acceptable Manufacturers:

a.) Locinox: 460 Windy Point Dr, Glendale Heights, IL 60139

Or approved equivalent.

2.05 POSTS AND STANDARD HARDWARE

- A. Standard Steel Posts: All posts used for hanging fence panels and walk gates shall be 14 gauge and offered in a 2", 2.5", 3" and 4" square tube size. Lengths shall include 5', 6', 7', 8', and 9' with availability varying by post diameter.
- B. Steel Flange Posts: Posts with a welded foot for mounting to surfaces shall be 14 gauge and offered in a 2.5" square tube size. Lengths offered shall be 3', 4', 5 and 6'. Welded flange foot shall be a 5" square with a 1/2" hole in each corner for hardware.
- C. Estate Gate Posts: All heavy-duty estate gate posts shall be 3/16" thick (7 gauge) and offered in a 4" and 6" square tube size. Available in 8' and 9' lengths.
- D. Post Caps: All post caps shall be comprised of sand-cast ductile iron. Ball style caps shall be used.
- E. Fence Panel Bracket: Brackets are comprised of sand cast ductile iron. The bracket shall have a 1.5" wide x 1/2" tall x 1" deep inner diameter (ID) and a 1.875" wide x 1" tall x 1" deep outer diameter (OD). A 3/4" tab with opening for a #14 hex head screw hangs below the bottom.
- F. J-Bolt Hinges: Used for walk gates and shall be offered in a 5" size (5/8" shank).
- G. Hinge Bolt Kit: Comprised of stainless steels bolts, nuts and washers in various sizes to work with all hinge and post sizes.
- H. Self-Tapping Screws: Used to secure panels to the post via bracket. Hex-head configuration and is sized 1" x #14. All screws shall be steel having an anodized black finish for rust inhibition.

2.06 CONCRETE FOOTINGS

- A. General: Comply with ACI 301 for cast-in-place concrete, materials consisting of Portland cement complying with ASTM C150, aggregates complying with ASTM C33, and potable water.
- B. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi (20.7-MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm)

maximum size aggregate.

- C. Footings: Footings shall be minimum 3,000 psi after twenty-eight (28) days concrete. Footing sizes shall be determined by the Contractor. Refer to Construction Material Schedule and Construction Details.

PART 3 - EXECUTION

3.01 DEMOLITION OF EXISTING FENCE AND GATES

- A. The work area for removal of the existing fence and gates shall include all property designated within the limits of the project.
- B. The contractor shall remove all specified fences and gates within the work areas designated for the installation of the new fence and gates, unless otherwise shown on the plans or designated by the Project Manager.
 - 1. Remove and dispose of all fence panels, posts, footings, hardware, and swing gates.
- C. The contractor shall remove and dispose of the concrete pillars, decorative stone veneers, footings, and rebar, in its entirety on the east side fence as shown on the DRAWINGS.

3.02 PREPARATION

- A. Verify areas to receive fencing.
- B. Contractor shall perform such clearing and grubbing as necessary to construct the new fence and gates to the required alignment as shown on the DRAWINGS.
- C. Coordinate fence installation with work of other sections listed in these specifications.
- D. Examine conditions under which fencing and gates are to be installed. Notify Contractor of unsatisfactory conditions. Do not proceed with work until conditions are satisfactory to the installer.

3.03 INSTALLATION

- A. Install fence and gates in accordance with manufacturer's instructions and approved installation drawings.
- B. Handle fence components to protect finish coating from any scuffs, abrasion or other damage during installation. Excessive damage to factory applied coatings will be cause for rejection.
- C. At locations where breaks in a run of fencing are required, appropriate adjustments in fence alignment and/or post spacing shall be made to satisfy requirements or conditions encountered.
- D. Attach fence rails to posts using galvanized, stainless steel or zinc plated panel hanger brackets supplied by manufacturer. Field welding of panels to posts is unacceptable as it will cause significant damage to the galvanizing and powder coat protective finishes.

- E. Concrete Footings: Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb, aligned, and at correct height and spacing, and stabilized in position during placement and finishing operations until concrete is sufficiently cured. Protect portion of posts above ground from concrete splatter.
- F. Install gates level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust gate to operate smoothly, easily, and quietly throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- G. Avoid unnecessary cutting, drilling and welding of pre-finished fence components. If necessary to cut drill, weld or otherwise modify product due to field conditions, repair factory finish in the best effort possible.
- H. Gap between finished surface and bottom of fence panel shall ideally be 3" - 4", maximum of 6".
- I. Touch-up any necessary areas by lightly sanding; clean area thoroughly, apply a zinc-rich cold galvanizing primer followed by a high quality acrylic lacquer paint to match finish. Note: field applied touch-up cannot match the performance of factory applied finishes and should be limited in use.

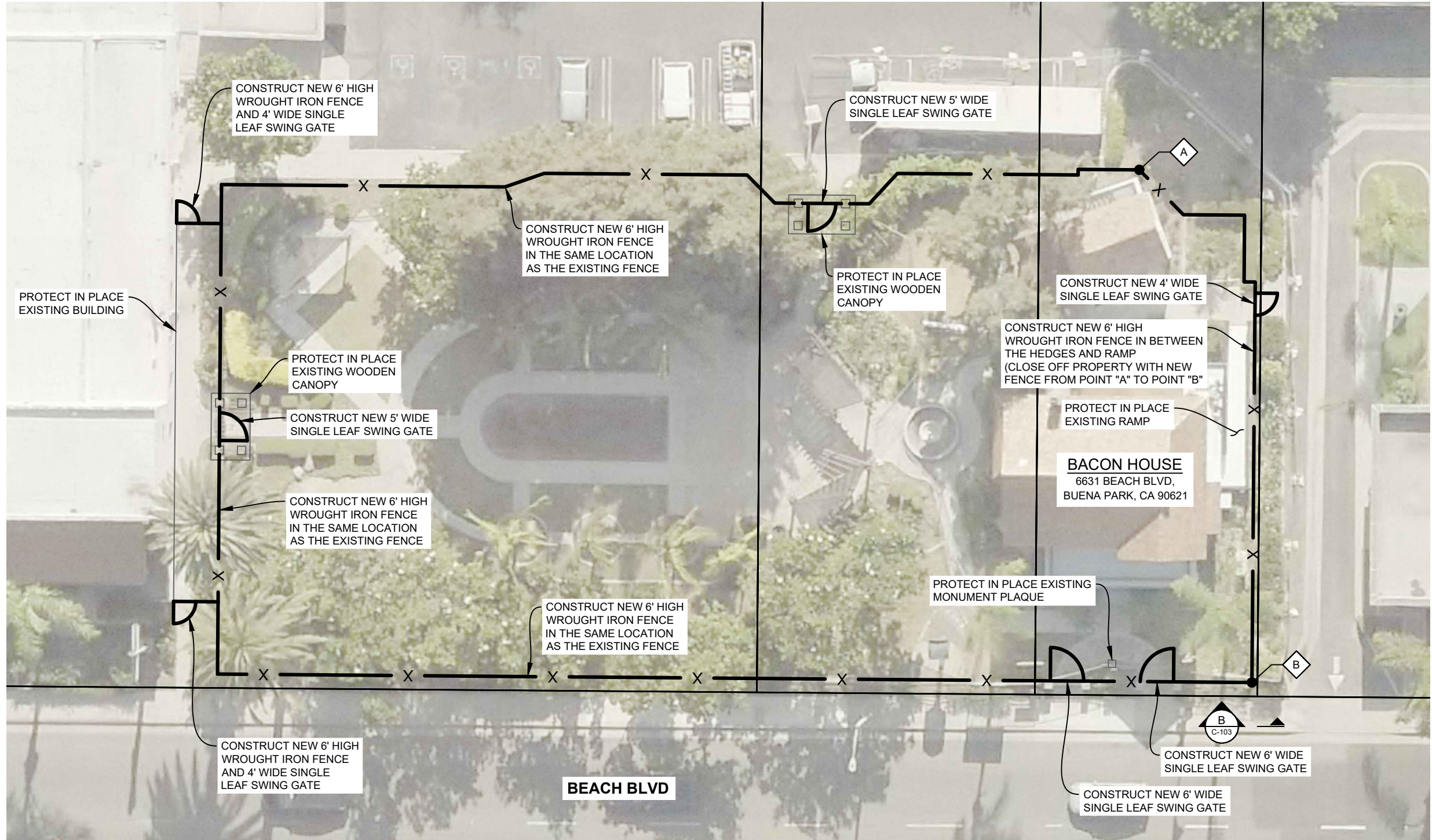
3.04 CLEANING

Fence contractor shall remove packing materials and unused product and level uneven areas due to excavations created by fence installations.

END OF SECTION

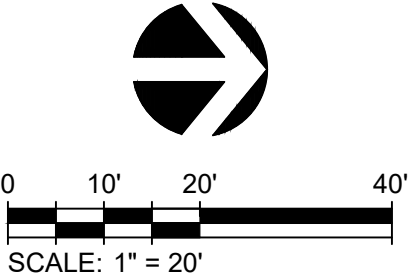


EXHIBITS



- NOTES TO CONTRACTOR:**
1. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING FACILITIES UNLESS NOTED OTHERWISE ON THE PLANS.
 2. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND STREET INTERSECTIONS AT ALL TIMES.
 3. ALL IRRIGATION LINES, SPRINKLERS, CONTROL VALVES, AND BOXES THAT ARE DAMAGED OR IN CONFLICT WITH THE CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR RELOCATED TO THE SATISFACTION OF THE CITY OF BUENA PARK
 4. CONTRACTOR SHALL REMOVE AND/OR TRIM ANY VEGETATION, BUSHES, SHRUBS, ETC. THAT RESTRICTS ANY CONSTRUCTION ACTIVITIES.

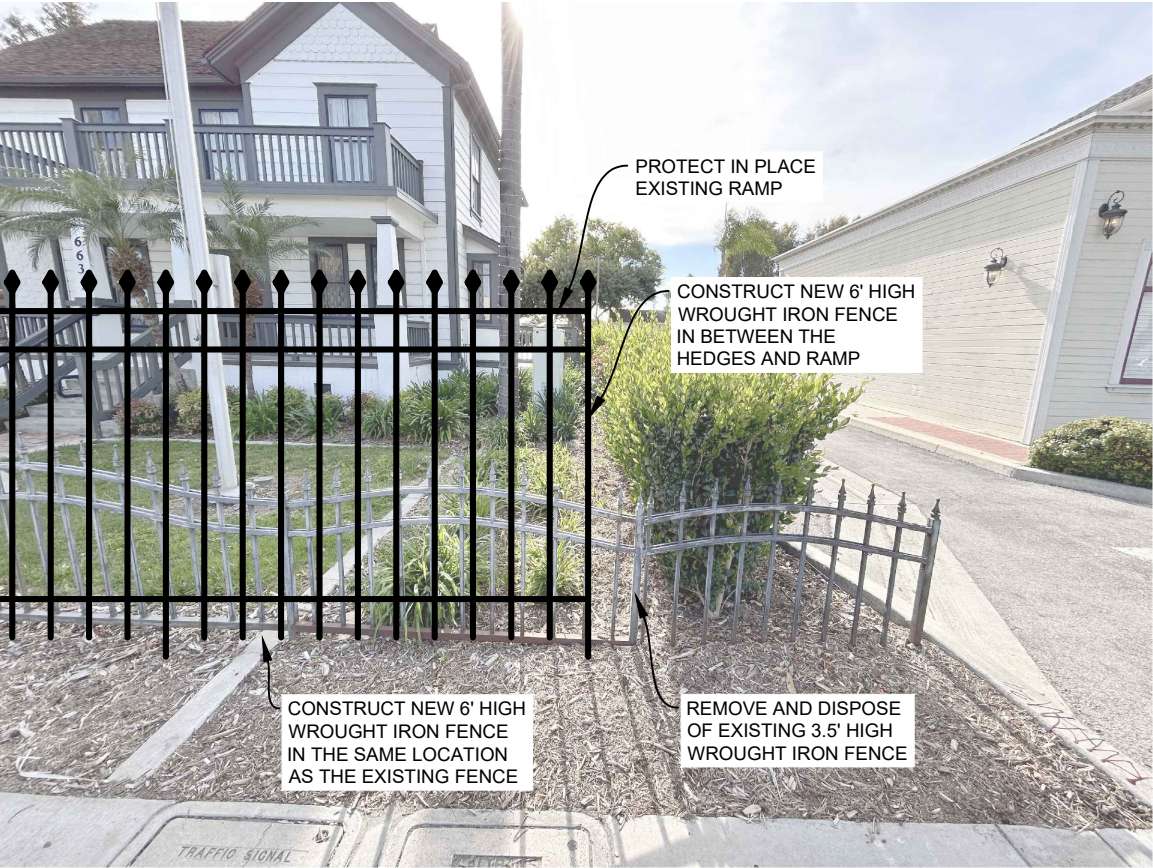
LEGEND:
— X — FENCE TO BE INSTALLED
(APPROX LENGTH = 540 LF)



						WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES						0 10' 20' 40' SCALE: 1" = 20'																		
						PERIMETER FENCE UPGRADE PLAN																								
R E V I S I O N S						R E F E R E N C E S						City of BUENA PARK 						REVIEWED BY CITY STAFF			DRAWN BY:			DATE			DRAWING NO. C-102			
NO.		DATE		BY		DESCRIPTION		APPR.		DATE								INITIAL		DATE		JADEN MILLER			05/2024					
																						ASSOCIATE ENGINEER, P.E.								
																						APPROVED BY:			DATE					
																						DEEPTHI ARABOLU			06/10/2024					
																								ASSISTANT CITY ENGINEER, P.E., T.E.			SHEET 2 OF 3			



A EAST SIDE FENCE ALONG BEACH BLVD
C-101 SCALE: NTS



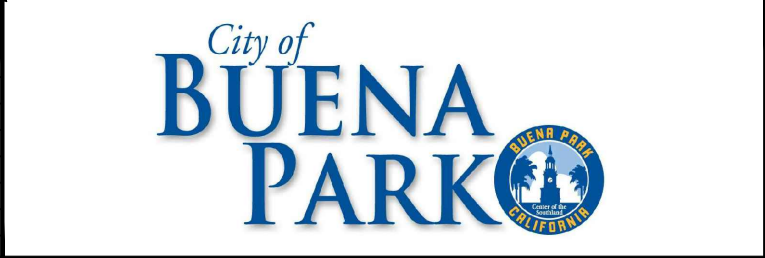
B CONSTRUCTION FOR NORTH/EAST SIDE FENCE
C-102 SCALE: NTS

WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES

SITE SECTIONS

R E V I S I O N S					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE

R E F E R E N C E S	



REVIEWED BY CITY STAFF		
	INITIAL	DATE
ENGINEERING		
TRAFFIC		
UTILITIES		
STREET		
INSPECTION		

DRAWN BY: JADEN MILLER ASSOCIATE ENGINEER, P.E.	DATE 05/2024
APPROVED BY: DEEPTHI ARABOLU ASSISTANT CITY ENGINEER, P.E., T.E.	DATE 06/10/2024

DRAWING NO.
C-103
SHEET 3 OF 3

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	NEW BUSINESS Item: 5B
Presented By	Prepared By
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

- 1) Adopt a resolution approving a publicly available pay schedule.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park contracts with the California Public Employees Retirement System (CalPERS) to provide pension benefits for its employees. The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 define compensation earnable for state, school, and public agency members of CalPERS. In order to meet the definition of compensation earnable, an amount of pay must either constitute pay rate or special compensation, as defined in the statutes. Section 20636(d) further requires that pay rate and special compensation schedules, ordinances, or similar documents be public records available for public scrutiny.

The City, as part of the City Council's Strategic Plan to provide transparency, accessibility, and openness in its operations, has posted employees' contracts, memorandum of understandings (MOUs), compensation plans, and employee pay information on the City's website at buenapark.com. However, California Code of Regulations (CCR) Section 570.5 clarifies the requirement that "publicly available pay schedules" must be duly approved and adopted by the City Council in one document to facilitate public disclosure. Due to the importance of correct payroll reporting in administering the PERL and CalPERS member benefits, CalPERS sent a Circular Letter to remind all employers of the law and the criteria for reporting compensation earnable.

CCR570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi- weekly, monthly, bi- monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

All eight requirements must be met in one pay schedule for each member's pay, in order for CalPERS to approve the pay amount as pay rate and reportable compensation earnable.

In an effort to meet all of the requirements listed above, Attachment No. 1 of the proposed resolution, which will be posted online upon approval, contains the pay schedule for all City employees, including the City Manager and Executive team, and City Council Members in a clear and easy-to-read format. Each time a salary increase is approved, this pay schedule must be updated and approved by the City Council.

Special Compensation requirements are incorporated in each respective employee contract, MOU, and Compensation Plan and were previously approved in a public meeting by the City Council. These agreements have also been posted on the City's website at buenapark.com.

BUDGET IMPACT

There is no impact to the budget from the adoption of the proposed resolution. No changes to the pay schedule are recommended at this time and the rates listed in the pay schedule have been previously adopted by the City Council and are included in the budget.

Attachments

[Reso Publicly Available Salary Schedule 2024 Reso Att1of2.pdf](#)
[2024.06.22 All Salary Grades.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BUENA PARK, CALIFORNIA,
APPROVING A PUBLICLY AVAILABLE PAY
SCHEDULE AS REQUIRED BY CALIFORNIA
CODE OF REGULATIONS, TITLE 2, SECTION
570.5

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires that California Public Employees Retirement System (CalPERS) member agencies adopt a publicly available pay schedule; and

WHEREAS, the City's individual employees' Contracts, MOUs, and Compensation Plans were previously duly approved and adopted by the City Council and posted on the City's website; and

WHEREAS, All California Code of Regulations, Title 2, Section 570.5 requirements must be met in one pay schedule for each member's pay in order for CalPERS to approve the pay amount as reportable compensation; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount and ranges for each position, the time base upon which the amounts are based, and an effective date retroactive to June 22, 2024; and

WHEREAS, it is the desire of the City Council to approve a publicly available pay schedule in a clear and easy to read format to facilitate public disclosure of pay information for public employees, and to ensure it complies with State law.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: The Publicly Available Pay Schedule as described in Attachment No. 1 of this resolution is hereby approved.

PASSED AND ADOPTED this 9th day of July 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

RESOLUTION NO. _____

Page 2

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 9th day of July 2024.

City Clerk

CITY OF BUENA PARK
Pay Schedule By Classification
Effective June 22, 2024

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Account Clerk	BPTOP	117	22.82	3,956	47,466	23.91	4,144	49,733	25.03	4,339	52,062	26.25	4,550	54,600	27.52	4,770	57,242	28.83	4,997	59,966			
Accountant	BPTOP	136	35.79	6,204	74,443	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515			
Accounting Technician	BPTOP	125	27.59	4,782	57,387	28.90	5,009	60,112	30.26	5,245	62,941	31.76	5,505	66,061	33.30	5,772	69,264	34.89	6,048	72,571			
Administrative Assistant	BPTOP	123	26.28	4,555	54,662	27.57	4,779	57,346	28.88	5,006	60,070	30.25	5,243	62,920	31.74	5,502	66,019	33.27	5,767	69,202			
Administrative Assistant	BPPA	225	26.69	4,626	55,515	28.04	4,860	58,323	29.45	5,105	61,256	30.91	5,358	64,293	32.45	5,625	67,496	34.07	5,906	70,866			
Administrative Intern*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
Assistant City Clerk	Mid Management	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454						
Assistant City Engineer	Mid Management	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931						
Assistant City Manager/Director of Human Resources	Executive	101	94.71	16,416	196,997							113.65	19,699	236,392	119.33	20,684	248,206						
Assistant Engineer	BPTOP	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558			
Assistant Planner	BPTOP	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085			
Associate Engineer	Mid Management	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678						
Associate Planner	BPTOP	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558			
Building and Safety Manager	Mid Management	812	56.50	9,793	117,520	59.29	10,277	123,323	62.18	10,778	129,334	65.24	11,308	135,699	68.43	11,861	142,334						
Building Inspector	BPTOP	136	35.79	6,204	74,443	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515			
Building Inspector Technician	BPTOP	133	33.33	5,777	69,326	34.97	6,062	72,738	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762	42.24	7,322	87,859			
Bus Driver*	Non-Represented	16	20.34	3,526	42,307	21.36	3,702	44,429	22.43	3,888	46,654	23.55	4,082	48,984	24.73	4,287	51,438						
Business License Inspector	Non-Represented	11	24.83	4,304	51,646	26.06	4,517	54,205	27.36	4,742	56,909	28.74	4,982	59,779	30.19	5,233	62,795						
Buyer	BPTOP	126	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.50	5,633	67,600	34.10	5,911	70,928	35.74	6,195	74,339			
Cashier*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
City Manager	Executive	100													139.34	24,152	289,827						
Code Enforcement Officer	BPTOP	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085			
Code Enforcement Supervisor	Mid Management	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074						
Code Enforcement Technician	BPTOP	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978			
Community Outreach Coordinator	BPTOP	123	26.28	4,555	54,662	27.57	4,779	57,346	28.88	5,006	60,070	30.25	5,243	62,920	31.74	5,502	66,019	33.27	5,767	69,202			
Community Service Aide*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
Community Services Coordinator	BPTOP	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762			
Community Services Leader I*	Non-Represented	1													18.38	3,186	38,230						
Community Services Leader II*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
Community Services Supervisor	Mid Management	801	43.34	7,512	90,147	45.47	7,882	94,578	47.69	8,266	99,195	50.03	8,672	104,062	52.46	9,093	109,117						
Community Services Supervisor - Y Rate	Mid Management	808	42.59	7,383	88,590	44.67	7,743	92,917	46.88	8,125	97,506	49.16	8,521	102,248	51.56	8,938	107,252						
Consultant/Specialist	Non-Represented	96	26.00	4,507	54,080										114.66	19,874	238,493						
Crimes Analyst	BPPA	243	40.15	6,959	83,512	42.17	7,310	87,714	44.27	7,674	92,082	46.48	8,057	96,678	48.80	8,459	101,504	51.24	8,882	106,579			
Crimes Analyst Assistant	BPPA	227	27.05	4,689	56,264	28.40	4,923	59,072	29.81	5,167	62,005	31.32	5,429	65,146	32.88	5,699	68,390	34.51	5,982	71,781			
Director of Community Development	Executive	103	88.61	15,359	184,309							106.33	18,431	221,166	111.65	19,353	232,232						
Director of Community Services	Executive	105	88.61	15,359	184,309							106.33	18,431	221,166	111.65	19,353	232,232						
Director of Finance / Treasurer	Executive	103	88.61	15,359	184,309							106.33	18,431	221,166	111.65	19,353	232,232						
Director of Government and Community Relations (City Clerk)	Executive	109	88.61	15,359	184,309							106.33	18,431	221,166	111.65	19,353	232,232						
Director of Public Works / City Engineer	Executive	112	88.61	15,359	184,309							106.33	18,431	221,166	111.65	19,353	232,232						
Driver/Scheduler	BPCEA	521	25.06	4,344	52,125	26.27	4,554	54,642	27.53	4,772	57,262	28.84	4,999	59,987	30.23	5,240	62,878	31.72	5,498	65,978			
Economic Development Administrator	Mid Management	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931						
Emergency Services Coordinator*	Non-Represented	14	37.73	6,540	78,478	39.62	6,868	82,410	41.60	7,211	86,528	43.68	7,571	90,854	45.86	7,949	95,389						
Engineering Aide*	Non-Represented	9													22.93	3,975	47,694						
Environmental Inspector	BPTOP	132	32.56	5,644	67,725	34.17	5,923	71,074	35.77	6,200	74,402	37.54	6,507	78,083	39.38	6,826	81,910	41.30	7,159	85,904			
Executive Assistant	BPTOP	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762			
Facilities and Parks Superintendent	Mid Management	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074						
Facilities Maintenance Technician	BPCEA	526	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.53	5,639	67,662	34.10	5,911	70,928	35.75	6,197	74,360			
Facilities Maintenance Worker	BPCEA	522	25.67	4,450	53,394	26.91	4,664	55,973	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538			
Finance Manager	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						

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CITY OF BUENA PARK
Pay Schedule By Classification
Effective June 22, 2024

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Fleet Maintenance Supervisor	Mid Management	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454						
Fleet Mechanic	BPCEA	529	30.33	5,257	63,086	31.78	5,509	66,102	33.32	5,776	69,306	34.93	6,055	72,654	36.61	6,346	76,149	38.40	6,656	79,872			
Forensic Specialist	BPPA	234	32.12	5,568	66,810	33.73	5,847	70,158	35.43	6,141	73,694	37.19	6,446	77,355	39.03	6,765	81,182	40.99	7,105	85,259			
Homeless Outreach Case Manager	Non-Represented	12	27.21	4,716	56,597	28.57	4,952	59,426	30.00	5,200	62,400	31.50	5,460	65,520	33.08	5,734	68,806						
Homeless Outreach Coordinator	BPTOP	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762			
Homeless Outreach Supervisor	Mid Management	801	43.34	7,512	90,147	45.47	7,882	94,578	47.69	8,266	99,195	50.03	8,672	104,062	52.46	9,093	109,117						
Housing and CDBG Analyst	BPTOP	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558			
Human Resources Analyst	BPTOP	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558			
Human Resources Manager	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						
Human Resources Specialist	BPTOP	132	32.56	5,644	67,725	34.17	5,923	71,074	35.77	6,200	74,402	37.54	6,507	78,083	39.38	6,826	81,910	41.30	7,159	85,904			
Information Technology Administrator	BPPA	251	50.10	8,684	104,208	52.57	9,112	109,346	55.25	9,577	114,920	57.98	10,050	120,598	60.88	10,553	126,630	63.95	11,085	133,016			
Information Technology Specialist	BPPA	244	41.11	7,126	85,509	43.21	7,490	89,877	45.34	7,859	94,307	47.61	8,252	99,029	49.99	8,665	103,979	52.49	9,098	109,179			
Information Technology Supervisor	BPPA	252	57.89	10,034	120,411	60.77	10,534	126,402	63.81	11,060	132,725	67.00	11,613	139,360	70.35	12,194	146,328	73.87	12,804	153,650			
Lead Facilities Maintenance Technician	BPCEA	531	31.45	5,451	65,416	33.01	5,722	68,661	34.66	6,008	72,093	36.39	6,308	75,691	38.20	6,621	79,456	40.12	6,954	83,450			
Lead Fleet Mechanic	BPCEA	533	33.33	5,777	69,326	34.98	6,063	72,758	36.65	6,353	76,232	38.42	6,660	79,914	40.27	6,980	83,762	42.24	7,322	87,859			
Lead Maintenance Worker	BPCEA	531	31.45	5,451	65,416	33.01	5,722	68,661	34.66	6,008	72,093	36.39	6,308	75,691	38.20	6,621	79,456	40.12	6,954	83,450			
Lead Police Services Officer	BPPA	230	29.12	5,048	60,570	30.58	5,301	63,606	32.11	5,566	66,789	33.72	5,845	70,138	35.40	6,136	73,632	37.18	6,445	77,334			
Lead Sewer Services Technician	BPCEA	534	32.98	5,717	68,598	35.21	6,103	73,237	37.40	6,483	77,792	39.56	6,857	82,285	41.80	7,245	86,944	43.97	7,622	91,458			
Lead Signs & Markings Technician	BPCEA	531	31.45	5,451	65,416	33.01	5,722	68,661	34.66	6,008	72,093	36.39	6,308	75,691	38.20	6,621	79,456	40.12	6,954	83,450			
Lead Water Services Technician	BPCEA	534	32.98	5,717	68,598	35.21	6,103	73,237	37.40	6,483	77,792	39.56	6,857	82,285	41.80	7,245	86,944	43.97	7,622	91,458			
Lifeguard*	Non-Represented	2	17.09	2,962	35,547	17.90	3,103	37,232	18.81	3,260	39,125	19.75	3,423	41,080	20.73	3,593	43,118						
Lube Technician*	Non-Represented	4				17.61	3,052	36,629	18.50	3,207	38,480	19.41	3,364	40,373	20.38	3,533	42,390						
Mailroom Aide	BPTOP	113	20.79	3,604	43,243	21.76	3,772	45,261	22.81	3,954	47,445	23.90	4,143	49,712	24.99	4,332	51,979	26.25	4,550	54,600			
Maintenance Assistant*	Non-Represented	1													18.38	3,186	38,230						
Maintenance Helper	BPCEA	508	18.50	3,207	38,480	19.38	3,359	40,310	20.28	3,515	42,182	21.23	3,680	44,158	22.26	3,858	46,301	23.30	4,039	48,464			
Maintenance Worker	BPCEA	522	25.67	4,450	53,394	26.91	4,664	55,973	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538			
Management Analyst	BPTOP	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558			
Management Assistant	BPTOP	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085			
Marketing Aide*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
Marketing Assistant	BPTOP	114	21.26	3,685	44,221	22.27	3,860	46,322	23.33	4,044	48,526	24.45	4,238	50,856	25.59	4,436	53,227	26.85	4,654	55,848			
Marketing Specialist	BPTOP	130	31.05	5,382	64,584	32.56	5,644	67,725	34.16	5,921	71,053	35.76	6,198	74,381	37.53	6,505	78,062	39.36	6,822	81,869			
Office Aide*	Non-Represented	3										18.54	3,214	38,563	19.48	3,377	40,518						
Office Assistant	BPTOP	114	21.26	3,685	44,221	22.27	3,860	46,322	23.33	4,044	48,526	24.45	4,238	50,856	25.59	4,436	53,227	26.85	4,654	55,848			
Operations Manager	Mid Management	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931						
Payroll Technician	BPTOP	129	30.33	5,257	63,086	31.78	5,509	66,102	33.32	5,776	69,306	34.93	6,055	72,654	36.61	6,346	76,149	38.37	6,651	79,810			
Permit Technician	BPTOP	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978			
Planning Aide*	Non-Represented	9													22.93	3,975	47,694						
Planning Manager	Mid Management	812	56.50	9,793	117,520	59.29	10,277	123,323	62.18	10,778	129,334	65.24	11,308	135,699	68.43	11,861	142,334						
Planning Technician	BPTOP	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978			
Police Cadet*	Non-Represented	8	21.69	3,760	45,115	22.77	3,947	47,362	23.91	4,144	49,733	25.12	4,354	52,250	26.38	4,573	54,870						
Police Captain	PMG	720	83.39	14,454	173,451	87.52	15,170	182,042	91.83	15,917	191,006	96.35	16,701	200,408	101.09	17,522	210,267	104.12	18,047	216,570			
Police Chief	Executive	111													123.29	21,370	256,443						
Police Communications Call Taker	Non-Represented	11	24.83	4,304	51,646	26.06	4,517	54,205	27.36	4,742	56,909	28.74	4,982	59,779	30.19	5,233	62,795						
Police Corporal	BPPA	348	48.47	8,402	100,818	50.87	8,818	105,810	53.45	9,265	111,176	56.12	9,728	116,730	58.88	10,206	122,470	61.85	10,721	128,648	63.71	11,043	132,517
Police Dispatcher	BPPA	431	32.48	5,630	67,558	34.11	5,912	70,949	35.81	6,207	74,485	37.58	6,514	78,166	39.48	6,843	82,118	41.45	7,185	86,216	42.69	7,400	88,795
Police Dispatcher Supervisor	BPPA	245	43.89	7,608	91,291	46.10	7,991	95,888	48.35	8,381	100,568	50.80	8,805	105,664	53.34	9,246	110,947	56.03	9,712	116,542	57.71	10,003	120,037
Police Lead Dispatcher	BPPA	235	36.76	6,372	76,461	38.60	6,691	80,288	40.53	7,025	84,302	42.54	7,374	88,483	44.69	7,746	92,955	46.90	8,129	97,552	48.31	8,374	100,485
Police Lieutenant	PMG	714	72.06	12,490	149,885	75.64	13,111	157,331	79.33	13,751	165,006	83.25	14,430	173,160	87.39	15,148	181,771	90.01	15,602	187,221			
Police Officer	BPPA	345	44.96	7,793	93,517	47.23	8,187	98,238	49.58	8,594	103,126	52.05	9,022	108,264	54.65	9,473	113,672	57.38	9,946	119,350	59.10	10,244	122,928

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Pay Schedule By Classification
Effective June 22, 2024

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Police Records Clerk	BPPA	419	23.60	4,091	49,088	24.77	4,294	51,522	26.02	4,510	54,122	27.32	4,736	56,826	28.70	4,975	59,696	30.14	5,224	62,691			
Police Records Supervisor	BPPA	241	38.20	6,621	79,456	40.11	6,952	83,429	42.12	7,301	87,610	44.23	7,667	91,998	46.45	8,051	96,616	48.77	8,454	101,442			
Police Recruit	BPPA	231	29.86	5,176	62,109	31.35	5,434	65,208	32.92	5,706	68,474	34.59	5,996	71,947	36.30	6,292	75,504	38.10	6,604	79,248			
Police Reserve Officer	Non-Represented	98													28.67	4,970	59,634						
Police Reserve Officer (Extra Duty Detail)	Non-Represented	99													43.01	7,455	89,461						
Police Sergeant	BPPA	354	58.33	10,111	121,326	61.22	10,612	127,338	64.28	11,142	133,702	67.53	11,705	140,462	70.90	12,289	147,472	74.42	12,900	154,794	76.66	13,288	159,453
Police Services Officer	BPPA	424	25.59	4,436	53,227	26.88	4,659	55,910	28.22	4,892	58,698	29.61	5,132	61,589	31.11	5,392	64,709	32.68	5,665	67,974			
Police Training Assistant*	Non-Represented	8	21.69	3,760	45,115	22.77	3,947	47,362	23.91	4,144	49,733	25.12	4,354	52,250	26.38	4,573	54,870						
Police Transcriptionist*	Non-Represented	5	18.80	3,259	39,104	19.74	3,422	41,059	20.71	3,590	43,077	21.75	3,770	45,240	22.84	3,959	47,507						
Pool Manager	Non-Represented	12	27.21	4,716	56,597	28.57	4,952	59,426	30.00	5,200	62,400	31.50	5,460	65,520	33.08	5,734	68,806						
Principal Engineer	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						
Property Technician	BPPA	230	29.12	5,048	60,570	30.58	5,301	63,606	32.11	5,566	66,789	33.72	5,845	70,138	35.40	6,136	73,632	37.18	6,445	77,334			
Public Works Inspector	BPTOP	136	35.80	6,205	74,464	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515			
Public Works Manager	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						
Purchasing Manager	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						
Secretary Clerk	BPTOP	118	23.34	4,046	48,547	24.51	4,248	50,981	25.64	4,444	53,331	26.91	4,664	55,973	28.17	4,883	58,594	29.54	5,120	61,443			
Senior Account Clerk	BPPA	223	25.44	4,410	52,915	26.71	4,630	55,557	28.06	4,864	58,365	29.47	5,108	61,298	30.94	5,363	64,355	32.47	5,628	67,538			
Sewer Services Superintendent	Mid Management	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074						
Sewer Services Technician	BPCEA	522	25.67	4,450	53,394	26.91	4,664	55,973	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538			
Sr. Account Clerk	BPTOP	122	25.67	4,450	53,394	26.92	4,666	55,994	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538			
Sr. Accountant	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			
Sr. Accounting Technician	BPTOP	129	30.33	5,257	63,086	31.78	5,509	66,102	33.32	5,776	69,306	34.93	6,055	72,654	36.61	6,346	76,149	38.37	6,651	79,810			
Sr. Administrative Assistant	BPTOP	126	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.50	5,633	67,600	34.10	5,911	70,928	35.74	6,195	74,339			
Sr. Administrative Assistant	BPPA	228	28.68	4,971	59,654	30.12	5,221	62,650	31.61	5,479	65,749	33.20	5,755	69,056	34.85	6,041	72,488	36.60	6,344	76,128			
Sr. Building Inspector/Code Enf.	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			
Sr. Building Inspector/Plan Checker	BPTOP	146	45.56	7,897	94,765	47.80	8,285	99,424	50.12	8,688	104,250	52.55	9,109	109,304	55.13	9,556	114,670	57.86	10,029	120,349			
Sr. Community Services Leader*	Non-Represented	6							19.02	3,297	39,562	19.98	3,463	41,558	20.97	3,635	43,618						
Sr. Engineering Technician	BPTOP	138	37.57	6,512	78,146	39.40	6,829	81,952	41.33	7,164	85,966	43.33	7,511	90,126	45.44	7,876	94,515	47.65	8,259	99,112			
Sr. Engineering Technician/GIS Specialist	BPTOP	144	43.41	7,524	90,293	45.52	7,890	94,682	47.74	8,275	99,299	50.07	8,679	104,146	52.54	9,107	109,283	55.10	9,551	114,608			
Sr. Environmental Inspector	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			
Sr. Human Resources Analyst	Mid Management	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678						
Sr. Lifeguard*	Non-Represented	7	18.14	3,144	37,731	19.05	3,302	39,624	20.00	3,467	41,600	21.00	3,640	43,680	23.15	4,013	48,152						
Sr. Maintenance Worker	BPCEA	526	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.53	5,639	67,662	34.10	5,911	70,928	35.75	6,197	74,360			
Sr. Management Analyst	Mid Management	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678						
Sr. Office Assistant	BPTOP	116	22.29	3,864	46,363	23.33	4,044	48,526	24.47	4,242	50,898	25.60	4,437	53,248	26.86	4,656	55,869	28.12	4,874	58,490			
Sr. Planner	BPTOP	146	45.56	7,897	94,765	47.80	8,285	99,424	50.12	8,688	104,250	52.55	9,109	109,304	55.13	9,556	114,670	57.86	10,029	120,349			
Sr. Public Works Inspector	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			
Sr. Sewer Services Technician	BPCEA	526	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.53	5,639	67,662	34.10	5,911	70,928	35.75	6,197	74,360			
Sr. Traffic Painter	BPCEA	526	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.53	5,639	67,662	34.10	5,911	70,928	35.75	6,197	74,360			
Sr. Water Services Technician	BPCEA	526	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.53	5,639	67,662	34.10	5,911	70,928	35.75	6,197	74,360			
Storekeeper	BPTOP	125	27.59	4,782	57,387	28.90	5,009	60,112	30.26	5,245	62,941	31.76	5,505	66,061	33.30	5,772	69,264	34.89	6,048	72,571			
Street Maintenance Superintendent	Mid Management	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074						
Sustainability Manager	Mid Management	818	65.33	11,324	135,886	68.59	11,889	142,667	71.96	12,473	149,677	75.50	13,087	157,040	79.21	13,730	164,757						
Traffic Enforcement Specialist	BPPA	422	24.59	4,262	51,147	25.82	4,476	53,706	27.11	4,699	56,389	28.47	4,935	59,218	29.89	5,181	62,171	31.38	5,439	65,270			
Video Technician	Non-Represented	90	26.00	4,507	54,080										56.00	9,707	116,480						
Visit Buena Park Director	Mid Management	815	60.77	10,534	126,402	63.75	11,050	132,600	66.87	11,591	139,090	70.18	12,165	145,974	73.63	12,763	153,150						
Visitor Services and Sales Manager	Mid Management	782	27.04	4,687	56,243	28.38	4,919	59,030	29.79	5,164	61,963	31.30	5,425	65,104	32.85	5,694	68,328						
Water Loss Specialist	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			
Water Quality Specialist	BPTOP	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	44.40	7,696	92,352	46.56	8,070	96,845	48.83	8,464	101,566			

*Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

CITY OF BUENA PARK
Pay Schedule By Classification
Effective June 22, 2024

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Water Services Manager	Mid Management	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469						
Water Services Technician	BPCEA	522	25.67	4,450	53,394	26.91	4,664	55,973	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538			

*Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

COMMERCIAL CORRIDOR FACADE IMPROVEMENT PROGRAM GUIDELINES AND BUDGET ALLOCATION

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	NEW BUSINESS Item: 5C
Presented By	Prepared By
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve the proposed Commercial Corridor facade Improvement Program Guidelines; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the program guidelines; 3) Authorize the City Manager and City Clerk to execute agreements with the selected business/property owners; and 3) Approve a budget appropriation in the amount of \$1,000,000 from the undesignated Economic Development Fund balance for this program.

PREVIOUS CITY COUNCIL ACTION

On March 26, 2024, the City Council received a study session regarding commercial corridor blight abatement and facade improvement program. The direction provided at that meeting was to develop commercial corridor facade improvement program guidelines and return to the City Council for approval of the guidelines and appropriation of funds for this program.

DISCUSSION

The primary goal of the proposed commercial facade improvement program is to revitalize and improve the appearance and aesthetics of facade along commercial corridors in the City. The program will provide financial assistance to property/business owners to encourage investment by making storefront facade and other site improvements to their commercial buildings and properties. The objective of the grant is to prevent blight and deterioration of commercial buildings, promote business retention and expansion, and to enhance economic growth in the City.

Following the study session on March 26, 2024, city staff contacted several other cities in Orange and Los Angeles counties that offer similar programs. Based on the information gathered during this outreach, the City of Anaheim's program was found to most closely align with the intended goals for the Buena Park program.

The proposed Program will provide financial assistance in the form of a one-time City grant for each eligible property or business. Program participation eligibility as well as authorized types of improvements have been specified in the guidelines to help ensure the program achieves its intended goals. Each property owner or business owner is required to contribute at least 25% of the total eligible improvement costs, which includes soft costs such as plans, permits, and architectural and engineering fees. The City will provide grant funds for the remaining 75% up to the grant funding limits outlined below. Both applicant and City's funds will be deposited into an escrow account prior to the start of the project to ensure the necessary project funding is ready and available. An agreement will be prepared by the City and must be signed by the City and Property/Business Owner prior to the commencement of work. There are two tiers of grants available:

Grant A: Cosmetic Improvements of up to \$10,000

The cosmetic improvement grants are intended for businesses wishing to make modest, non-structural improvements to their facade or property. Examples of the types of improvements could include, but are not limited to:

- Professional repair of exterior surfaces
- Exterior painting of the building visible from public right-of-way
- Exterior lighting to enhance the building appearance and/or safety
- Landscaping improvements visible from the public right-of-way
- Repair, replacement or installation of awnings and canopies
- Removal and replacement of nonconforming signs (e.g., pole signs, roof signs)

The City may consider additional improvements not listed as “eligible improvements” that contribute to the overall character of the commercial corridor on a case-by-case basis. Examples of improvements that are not eligible under the program include:

- Any improvements that are not visible from the public right-of-way
- Parking lot resurfacing
- Non-visible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- New construction and additions
- Property acquisition, debt refinancing, expansion of building area, or conversion of building use
- Items that would be considered 'routine maintenance'
- HVAC repair/improvements
- Plumbing repairs/improvements
- Asphalt resurfacing/re-striping

Grant B: Structural Improvements of up to \$100,000

The Structural Improvements grants are intended for businesses or properties wishing to make more substantial, structural improvements to their facade or a combination of improvements to both the building and the property. Examples of the types of improvements that could be made in this grant category include, but are not limited to:

- Storefront restoration or renovation
- Professional repair of exterior surfaces
- Exterior painting of buildings visible from public right-of-way
- Exterior facade treatments (e.g. stucco, brick veneer, awnings, paint removal, etc.)
- Signage repair or replacement (wall/monument)
- Exterior door and window repair or replacement
- Exterior lighting to enhance building appearance and/or safety
- Mechanical equipment screening visible from public right-of-way

- Landscaping improvements
- Asphalt resurfacing/re-striping

Like the Cosmetic Grant, the City may consider additional improvements not listed as “eligible improvements” that contribute to the overall character of the commercial corridor on a case-by-case basis.

By accepting grant funds, the business/property owner will agree to maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti and trash for ten years if the applicant owns the property, or for the remainder of the term of the lease if the applicant is a tenant. If a Building Permit is required for the proposed improvement projects, the applicant is responsible for submitting plans that meet all the requirements of the City’s Building Division. If permits are not required, work must begin within 60 days of grant approval. The Economic Development Division will act as the primary point of contact and help facilitate communication between the City’s Planning Division and Building Division once project plans and related materials have been submitted for approval. All improvements completed as part of the Program are “public works” as that term is used in Section 1720 of the California Labor Code. Accordingly, if required by State law, the selected contractor must comply with the prevailing wage rates as determined by the State of California.

BUDGET IMPACT

Program funds are proposed to be allocated from the City’s undesignated Economic Development Fund balance in the amount of \$1,000,000. It is expected that the disbursement of funds will occur over a 6- to 12-month period depending on the level of participation and the type of grant funds requested by each business/property.

Attachments

[DRAFT BP Program Guidelines.pdf](#)

City of Buena Park

COMMERCIAL FACADE IMPROVEMENT PROGRAM GUIDELINES



Community & Economic Development
July 9, 2024

City of Buena Park

Commercial Facade Improvement Program Guidelines

PROGRAM OVERVIEW

The Commercial Facade Improvement Program is a grant program created to revitalize and improve the appearance and aesthetics of facades along commercial corridors in the City of Buena Park. The program will provide financial assistance to property/business owners to encourage investment by making storefront facade improvements to their commercial buildings. The objective of the grant is to prevent blight and deterioration of commercial buildings, promote business retention and expansion, and to enhance economic growth in the City.

PROGRAM SUMMARY

The program is designed to provide financial assistance to commercial property owners and businesses to make storefront facade improvements along commercial corridors. Financial assistance is in the form of a one-time City Grant for each eligible property or business (see Eligibility and Program Requirements). An agreement will be prepared by the City and must be signed by the City and Property/Business Owner prior to the commencement of work. Grant applications for work previously completed are not eligible. There are two programs available:

1. Grant A: Cosmetic Improvements of up to \$10,000
2. Grant B: Structural Improvements of up to \$100,000

PROGRAM OBJECTIVES

The objective of the program is to improve the appearance of storefronts visible to the public along the City's commercial corridors. The program will provide businesses with an economic incentive to:

1. Promote storefront rehabilitation along commercial corridors;
2. Encourage reinvestment in commercial storefront buildings;
3. Create attractive and vibrant commercial corridors that revitalize the City as a regional destination for the community, visitors and tourists;
4. Make improvements that produce a highly visible contribution to the City;
5. Provide businesses with capital to enable property improvements and renovations.

PROGRAM ADMINISTRATION

The Buena Park Economic Development Division shall be responsible for the administration, coordination and marketing of the Program in accordance with the guidelines. City staff will review and process applications to determine an applicant's eligibility based on the program guidelines.

SOURCE OF FUNDS

Funding for this program is through the City's General Fund allocated and approved by the City Council. Grants will be offered as funding is available and the City reserves the right to amend or terminate the program at any time. This program is designed to encourage private investment by providing financial assistance to property/business owners to make improvements to their building or public facing property, enhancing commercial corridors and stimulating economic activity.

APPLICANT ELIGIBILITY AND PROGRAM REQUIREMENTS

Eligible Applicants

The applicant(s) must be either the property owner or the business owner (tenant) of a commercial storefront property to be eligible for Program assistance. The business/property must be a permitted or conditionally permitted use within a commercial zone and meet the following requirements:

1. Property must be located in the City
2. Must be a for-profit business
3. Business must have an active business license
4. Property taxes, utility fees, and transient occupancy taxes (if applicable) must be current
5. The subject property must not have any liens or be subject to legal judgements which would prohibit the funds from being used for the intended purposes of this program
6. Business must have a storefront that is visible to a public street
7. Applicant must be in good standing with the City

If a business owner who is also a tenant is applying, they must obtain authorization from the property owner(s) on a form provided by the City as part of the application submittal. The City will verify property ownership and, in the case of multiple ownership of the commercial property, will require all entities on title to give written consent.

PROGRAM LIMITATIONS

If a building or unit is occupied by one tenant occupant, the maximum number of applications is one per unit. If a building has multiple units, improvements shall be unified in design and present a comprehensive facade for all units that are part of a singular building.

No tenant or building facade will qualify for this program more than once in five years. Property owners, when owners of non-contiguous real property in different eligible locations, may receive individual grants tied to each individual legal parcels and/or commercial properties or commercial center.

TYPES OF FINANCIAL ASSISTANCE AVAILABLE

GRANT A: Cosmetic Exterior Improvements up to \$10,000

- A. **Eligible Improvements.** Program assistance may only be used for exterior rehabilitation items. Such exterior improvements may include, but are not limited to:

- Professional repair of exterior surfaces
- Exterior painting of building visible from public right-of-way
- Exterior lighting to enhance building appearance and/or safety
- Landscaping improvements visible from the public right-of-way
- Repair, replacement of installation of awnings and canopies
- Addressing compliance with the Buena Park Municipal Code that will make a significant improvement to the appearance of the property
- Removal and replacement of nonconforming signs (e.g., pole signs, roof signs)

Note: The City may consider additional improvements not listed as “eligible improvements” that contribute to the overall character of the commercial corridor on a case-by-case basis.

B. Ineligible Improvements. The following improvements are not eligible under the program:

- Any improvements not visible from the public right-of-way or publicly owned space
- Parking lot resurfacing
- Non-visible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- New construction and additions
- Property acquisition, debt refinancing, expansion of building area, or conversion of building use
- Routine maintenance and repair
- HVAC repair/improvements
- Plumbing repairs/improvements
- Asphalt resurfacing/re-striping
- Security Cameras

C. Owner Matching Contribution. The maximum total grant amount is \$10,000. Each property owner or business owner is required to contribute at least 25% of the total eligible improvement costs, which includes soft costs such as plans, permits and architectural and engineering fees. The City will provide grant funds up to 75%, not to exceed \$10,000 of the total eligible improvement costs. Each property owner or business owner is required to contribute a minimum of 25% or the balance above the City’s maximum contribution to equal the project cost.

GRANT A
Matching Contribution Example

Total Improvements Costs (one building facade)	\$12,500
City Contribution	\$9,375
Property Owner/Business Owner Contribution	\$3,125

GRANT B: Structural Improvements up to \$100,000

A. Eligible Improvements. Program assistance may only be used for exterior rehabilitation items. Such exterior improvements may include, but are not limited to:

- Storefront restoration or renovation
- Professional repair of exterior surfaces
- Exterior painting of buildings visible from public right-of-way
- Exterior facade treatments (stucco, brick veneer, awnings, paint removal, etc.)
- Signage repair or replacement (wall/monument)

- Exterior door and window repair or replacement
- Exterior lighting to enhance building appearance and/or safety
- Mechanical equipment screening visible from public right-of-way
- Landscaping improvements
- Asphalt resurfacing/re-striping

Note:

- 1) The City may consider additional improvements not listed as “eligible improvements” that contribute to the overall character of the commercial corridor on a case-by-case basis.
- 2) The project shall comply with accessibility requirements as per the California Building Codes as adopted and amended by the California Municipal Code, Title 15.

B. Ineligible Improvements. The following improvements are not eligible under the program:

- Any improvements not visible from the public right-of-way or publicly owned space
- Nonvisible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- Building expansions and additions
- Property acquisition, debt refinancing, or conversion of building use
- Routine maintenance and repair
- HVAC repair/improvements
- Plumbing repairs/improvements
- Security cameras

C. Owner Matching Contribution. The maximum total grant amount is \$100,000. Each business is required to contribute at least 25% of the total eligible improvement costs, which includes soft costs such as plans, permits and architectural and engineering fees. The City will provide grant funds up to 75%, not to exceed \$100,000 of the total eligible improvement costs. Each business is required to contribute a minimum of 25% or the balance above the City’s maximum contribution to equal the project cost.

**Grant B
Matching Contribution Example**

Total Project Improvement Cost	\$250,000
City Contribution	\$100,000
Business Owner Contribution	\$150,000

OBLIGATION TO MAINTAIN PROPERTY

By accepting grant funds, the applicant commits to properly maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti and trash:

- (i) for ten (10) years if the applicant owns the property; or

- (ii) for the remainder of the term of the lease if the applicant is a tenant

Any damage to the facade is to be repaired immediately by the applicant, at applicant/owners' sole cost, so that the building remains in good condition and positively contributes to the business area. On an ongoing basis, the applicant is required to touch up painted areas and perform any other repairs needed to maintain the building appearance including the cleaning of any awnings (recommended at least once a year).

PROGRAM PROCEDURES

Application Submittal

The following documentation must be submitted at time of application:

- A completed and signed application form
- "Before" photos of the building exterior where the improvements are proposed
- If the applicant is a tenant, a copy of the current lease (financial terms of the lease may be redacted) and signed consent from the property owner
- Copy of Business License

Applications for participation in the program may be obtained from the Economic Division or online at www.buenapark.com/economicdevelopment

Application Pre-qualification and Evaluation

Each application will be processed in the order received. Staff will review applications for completeness, verify the applicant's eligibility and advise applicants of any deficiencies or incomplete applications. Applicants determined to be ineligible will be notified by written correspondence.

Upon completion of a pre-qualification review, staff will contact the applicant to schedule an appointment to review program requirements, identify project scope in conjunction with the City's on-call architect, recommend specific improvements based on site analysis or architectural design, and budget requirements. The City will provide up to two architectural design options for applicant selection and allow for one round of revisions based on applicants input.

Scoring Categories and Maximum Points (Table 1)

Category	Maximum Points Possible
The building is highly visible due to its location near a major transportation intersection and/or corridor	40
Highly visible elements of the building will be improved	20
Scope of work and impact of building improvements to commercial corridor	25
Rectification of nonconforming building/sign elements; compliance with Buena Park Municipal Code	10
High level of service calls (i.e. code enforcement/public safety)	5

Application approval is subject to funding availability. An applicant's eligibility determination is not a commitment of funds. Funds shall only be committed upon the full execution of the grant agreement (see Notification of Award of Grant; Grant Agreement below).

Bid/Scope/Contractor Review

Upon selection of architectural design, applicant will obtain a minimum of three bids from qualified contractors for submission to, and review by, the City. The scope of work provided by the selected contractor must be consistent with the approved design. The City's review of the selected contractor will be consistent with the scoring criteria identified in Table 2.

Contractor Selection/Requirements

The City will provide a list of known contractors who have expressed interest in bidding on this type of rehabilitation work and are licensed by the Contractor's State License Board. The property owner or business owner may choose a contractor from the list or select their own contractor that has the appropriate license(s) and meets the minimum qualifications of the Program as identified in Table 2.

It is required that the property/business owner(s) obtain at least three (3) proposals before submitting all proposals to the City for review and approval. Once the bid is approved by the City, the property/business owner is responsible for entering into a contract with the contractor. The selected contractor will use the renderings approved/agreed upon by both the City and applicant to create a set of construction drawings and a comprehensive scope of work. The bid, scope of work and plans will be subject to a final approval by City Staff prior to submission to the Planning Division.

Contractor Requirements:

- a. Have a current California Contractor's License
- b. Have a City Business License
- c. Have ownership of all necessary equipment to complete the work
- d. Provide a resume/portfolio of similar projects for review and approval by the City staff
- e. Be responsible for a majority of the work to be completed (at least 30%)
- f. Have liability and workers' compensation insurance
- g. Provide at least three references and recently completed projects

Any contractor with lapsed General Liability and/or Workers' Compensation insurance or a valid state contractor's license shall be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors shall be required to obtain a City Business License prior to the issuance of a building permit.

Ineligible Contractors.

The Economic Development Division and the applicant(s) shall agree not to award any contractor rehabilitation work, to be paid for in whole or in part with proceeds from a Program grant, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current General Liability and Workers' Compensation coverage.

All owners/tenants (applicants), or any member of the applicant's family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

Scoring Categories and Maximum Points for Contractor Approval (Table 2)

Category	Maximum Points Possible
Owens the equipment necessary to complete the specified work	10
Relevant resume/portfolio	30
Has required licenses and insurance	10
The majority of the work (30%) will be completed by the Primary Contractor	20
References and recently completed projects	30

NOTIFICATION OF AWARD; GRANT AGREEMENT

After the City's review of the application package is completed, program applicants will be notified of the City's decision regarding grant amount, scope of work and contractor selection. Following approval of the application, a grant agreement must be executed between the applicant and the City committing the applicant to complete the improvements according to approved plans and committing the City to reimbursement upon completion of the project. The grant agreement must be fully executed prior to proceeding with any construction. The grant agreement will state applicable terms and conditions and require that the approved applicant indemnifies the City from all liability arising from or in consequence to City's administration of the Program.

CITY PERMIT AND APPROVALS

Upon application approval, the applicant is responsible for submitting project plans and related materials to the Planning Division for review and approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all the requirements of the City's Building Division. Failure to begin work within 60 days of permit approval will result in forfeiture of the grant allocation. If permits are not required, work must begin within 60 days of grant approval.

The Economic Development Division will act as the point of contact and help facilitate communication between the City's Planning Division and Building Division once project plans and related materials have been submitted for approval.

PREVAILING WAGE

All improvements completed as part of the Program are "public works" as that term is used in Section 1720 of the California Labor Code. Accordingly, if required by State law, the selected contractor must comply with the prevailing wage rates as determined by the State of California.

DISBURSEMENT OF FUNDS

Applicants receiving grant funds may submit requests for disbursement in installments or a lump sum upon completion. A third-party escrow company will be retained by the City to disperse funds. The applicant is required to submit 25% of the total project costs or the balance above the City's maximum contribution into the escrow account.

All payment requests must be submitted to the City for review and approval. All request shall be signed by the contractor and applicant certifying that the work has been satisfactorily completed. Payment requests must include proof of payment and other supporting documentation, as deemed necessary by the City (i.e., invoices, receipts, cancelled checks, etc.), sufficient to demonstrate to the City's satisfaction that the improvements have been completed before the escrow company will disburse payment to the contractor. Payments are made on a reimbursement basis and no advance payments will be allowed. Payments shall not exceed the approved grant amount. Retention of 10% of total project cost will be held in escrow until project completion and release of all liens.

APPROVAL OF PROGRAM LEGAL DOCUMENTS

All program legal documents will be approved as to form by the City Attorney prior to their use.

PROGRAM GUIDELINES CHANGES AND MODIFICATIONS

The City's Community and Economic Development Director may modify the program guidelines as necessary to achieve the goals and objectives of the program.

CONTACT INFORMATION

For questions or additional information regarding the Commercial Rehabilitation Program, please contact the following:

City of Buena Park
Economic Development Division
6650 Beach Boulevard
Buena Park, CA 90622
(714) 562-3586



APPEAL OF THE PLANNING COMMISSION APPROVAL OF CONDITIONAL USE PERMIT NO. CU-23-5

Consideration of an appeal of the Planning Commission approval of CU-23-5 for a Halloween/horror-themed entertainment facility within the Buena Park Downtown Mall at 8308 On the Mall.

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	PUBLIC HEARING Item: 6A
Presented By	Prepared By
Ian McAleese, Senior Planner	Ian McAleese, Senior Planner
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Conduct a public hearing; and, 2) Adopt a Resolution denying the appeal and upholding the Planning Commission's approval of Conditional Use Permit No. CU-23-5.

PREVIOUS CITY COUNCIL ACTION

No previous City Council action.

DISCUSSION

The applicant, on behalf of the property owner, has submitted an application, plans, and business plan requesting a conditional use permit to establish and operate a Halloween/horror-themed entertainment attraction (The 17th Door) within an existing 53,113-square-foot tenant space in the lower level of the mall on the east side of the building near Walmart. The proposed use will be located on the lower level of the Buena Park Downtown Mall ("Mall") within the former Sugar Plum Market.

The Mall is an approximately 10.7-acre property located on the south side of La Palma Avenue between Stanton Avenue and Dale Street. The Mall and surrounding surface parking lots are zoned CR (Regional Commercial) with a General Plan Land Use designation of Entertainment Mixed-Use. The site is also within the Entertainment Corridor Focus Area, which 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.

SURROUNDING LAND USE CHARACTERISTICS:

	GENERAL PLAN	ZONING	EXISTING LAND USE

North	Entertainment Mixed-Use	CR (Regional Commercial)	Restaurants (Olive Garden and Chili's)
South	Entertainment Mixed-Use	CR (Regional Commercial)	Theaters (Krikorian Metroplex)
East	Entertainment Mixed-Use	CR (Regional Commercial)	Retail (Walmart)
West	Entertainment Mixed-Use	CR (Regional Commercial)	Retail (mall tenants)

BACKGROUND:

The Buena Park Mall was constructed in the early 1960s as an open-air regional shopping center anchored by two major tenants, with a third anchor tenant added in the early 1970s. In the late 1970s, the Mall was converted to an indoor mall with subsequent modifications to add a lower level interior area and freestanding pad buildings. During the late 1990s, the Mall renovation included conversion of the interior theater complex to retail space, as well as a new food court area.

In 2001, the Planning Commission approved Conditional Use Permit No. CU-1283 and Master Plan No. MP 01-03, for the construction of the Krikorian Metroplex Theatre, and associated Entertainment Center, four new multi-tenant buildings, as well as an outdoor plaza area.

In 2006, the 24-Hour Fitness as well as the lower level of Steve and Barry's Sportswear were completed. The Steve and Barry's lower level space included customer access from the interior of the store as well as direct access through the lower level of the Mall.

In 2007, the Planning Commission approved Conditional Use Permit No. CU07-018 to allow John's Incredible Pizza to occupy approximately 55,000 square feet of space within the western portion of the lower level of the Mall. As part of the John's Incredible Pizza tenant improvements, the common lower-level areas were removed so that access to the lower-level tenants (John's Incredible Pizza on the west and Steve and Barry's on the east) was only through direct access points from the upper level of the mall or from the exterior entrances.

In October 2008, Steve and Barry's closed and the lower level of the former sports apparel store was occupied seasonally by the Sugar Plum Market, a retail craft fair.

In 2023, the City Council approved a development for 1,176 multifamily units and 126 townhomes, 39,000 square feet of amenities and lobby space, 2,971 parking spaces, and an approximately one-acre park at the former Sears store and parking location.

On May 22, 2024, the Planning Commission unanimously passed and adopted Resolution No. 6339 approving the Conditional Use Permit No. CU-23-5 to allow the operation of a year-round Halloween/horror-themed entertainment facility within an existing 53,113-square-foot tenant space.

On June 3, 2024, John Parlet, owner of John's Incredible Pizza, filed an appeal to the Planning Commission's decision with the City Clerk.

APPLICATION ANALYSIS:

Project Description

The applicant, on behalf of the property owner, has submitted the application, plans, and business plan requesting a conditional use permit to establish and operate a Halloween/horror-themed entertainment attraction (The 17th Door) within an existing 53,113-square-foot tenant space in the lower level of the mall on the east side of the building near Walmart. A conditional use permit is required for indoor theaters and entertainment uses. According to the business plan, the proposed business will operate a mix of attractions ranging from year-round escape rooms and horror themed movie theaters to a seasonal Halloween maze, and other temporary attractions such as virtual reality and other Halloween experiences. The development of these attractions will occur in phases, with the first phase to include the Halloween maze, one escape room, restrooms and common areas, and the second phase will include the second escape room, two theaters and other temporary attractions. The proposed operating hours are Sunday through Thursday from 3:00 p.m. to 12:15 a.m., and Friday through Saturday from 2:00 p.m. to 1:30 a.m. and will remain closed during the other hours of the day. A detailed list of the daily hours of operation and services is available in Attachment 3.

The Mall has a daily closing time of 8:00 p.m., and the entertainment facility will be operating past closing time. Conditions of approval have been included which require security to be provided beginning 30-minutes prior to mall closing hours through 1-hour past the business operating hours. Stanchions will be placed west of the entrance along with security guards to direct patrons leaving the business to the two exits that will remain open, which will be located near Walmart on the east side of the mall.

Floor Plan

When both phase 1 and phase 2 are complete, the proposed business will occupy a net floor area of 31,044 square feet within the lower level of the Mall. The floor area is comprised of approximately 5,903 square feet of entry/common area that contains ticket sales, two escape rooms of 1,957 and 2,428 square feet, two 55-seat movie theaters at 2,055 square feet, multi-purpose space of 2,739 square feet, maze area of 4,898 square feet, with the rest of the space utilized for prop storage, offices, break rooms, and other miscellaneous storage. Most of the un-utilized area is for emergency exiting corridors for the proposed use. There are no floor area additions or exterior changes to the building proposed.

Access and Parking

Vehicular access will be provided from existing driveways located on La Palma Avenue, Stanton Avenue, and Dale Street. The subject property maintains a reciprocal access and parking agreement with the surrounding adjacent properties (Walmart and former Sears). Pedestrian access to the proposed business will remain unchanged from the existing conditions and be provided through the mall's main entrances.

Retail use, such as the apparel store that previously occupied this space, are by-right uses of the space. These uses would require 5 parking spaces per 1,000 square feet, which is equal to 155 parking spaces. The proposed entertainment use requires 17 less parking spaces. The parking requirement for the proposed business is as follows:

- Horror Theaters (phase 2): 37 spaces
- Office (phase 1): 8 spaces
- Storage (phase 1): 3 spaces
- Maze and Escape Rooms (phase 1 and 2): 90 spaces

Total Parking Required (Phase 1 and 2): **138 parking spaces**

The 138 parking spaces will be provided through the shared parking areas surrounding the mall.

Buena Park Downtown Mall currently totals 988,423 square feet of shopping center uses consisting of retail (including Walmart), restaurants, a movie theater, and a health club (24-hour Fitness). After demolition of the former Sears and Sears Auto (267,487 square feet), the mall would be reduced to 720,936 square feet. The current Mall parking supply totals 4,845 spaces, which will be reduced to a total of 2,480 on-site parking spaces upon the development of the previously approved The Village project. Further, the Village project included 511 surface parking spaces that will be shared between the proposed residential and existing commercial developments. Therefore, the total on-site parking provided between the mall and Walmart parking lots is 2,480 parking spaces that are available for the proposed business.

Further, there is a surplus of parking spaces within The Village project. Per the parking study conducted by The Village project, the total parking demand for the apartment component of the development is 1,740 spaces, which corresponds to a surplus of 853 spaces when compared to The Village's apartment parking supply of 2,593 spaces. The total parking demand for the townhome component of The Village totals 252 spaces, which has a surplus of 126 spaces when compared to the proposed townhome supply of 378 parking spaces for a total surplus of 979 parking spaces when compared against The Village's project total parking supply of 2,971 spaces.

It is important to note that the parking demand study conducted for The Village project assumed 100% occupancy of mall tenant spaces at a mixture of restaurant and retail occupancies while the current mall occupancy is approximately 65% tenanted. Based on this projected surplus of parking, there are sufficient parking spaces to accommodate and share parking spaces with the Mall to address any parking deficiencies that could occur during the highest parking demand periods in the future.

Additionally, Assembly Bill 2097 (AB 2097) is a California law that prohibits public agencies or cities from imposing a minimum automobile parking requirement on most development projects, including residential, commercial, and industrial projects located within a half-mile of a major transit stop. Buena Park Downtown is located within a half-mile of a major transit corridor that runs along La Palma Avenue and is therefore subject to AB 2097. State law requires a city to make written findings, supported by a preponderance of evidence in the record, within 30 days of receipt of a completed application, that approval of the project would have a substantially negative impact on the City's ability to meet its share of the regional housing need or to meet any special housing needs for elderly or persons with disabilities. Based on the surplus parking identified in the Parking Study conducted for The Villages project, the reduction in required parking for the proposed entertainment use compared to the by-right retail use of the tenant space, and the predominantly off-peak operating hours proposed by the business, the City concluded that there was not sufficient evidence to make written findings to require additional parking for the proposed business within the required 30-day period.

DISCUSSION:

Pursuant to the Buena Park Municipal Code (BPMC) Section 19.512.010 (Uses Permitted), indoor theaters and entertainment uses are conditionally permitted within the CR (Regional Commercial) zoning district. In addition, pursuant to Chapter 5.24 (Entertainment Permits), any entertainment use requires a separate Entertainment Permit, which is included as a condition of approval. Section 19.128.020 (Conditional Use Permits) of the City of Buena Park Municipal Code (BPMC) requires Planning Commission review and approval for any use that is conditionally permitted. To recommend approval of a conditional use permit, the Planning Commission must make the following findings:

- The proposed use and development is consistent with the General Plan and any applicable specific plans;
- The site is adequate in size, shape, topography, location, utilities, and other factors, to accommodate the use and development;
- 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;

- 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;
- The use and development will be compatible with the intended character of the area;
- Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

City staff reviewed the proposed development plans, business plan and visited the property and have determined that the facility and site are adequate to support the proposed use within the existing tenant space. The proposed use, as conditioned, is consistent with the goals and policies of the General Plan and complies with all development standards within the CR (Regional Commercial) zone. Further, a Halloween-themed business will be appropriate within the context of the existing indoor shopping mall and will not negatively impact the surrounding properties. The proposed hours of operation for the 17th Door are predominantly off-peak compared to the other uses at the mall, which will further minimize any potential impacts to existing businesses. Lastly, appropriate conditions of approval have been added to ensure that patrons coming to this business after the mall has closed will not negatively impact existing mall tenants.

APPEAL OF PLANNING COMMISSION ACTION:

On June 3, 2024, the Planning Commission's action approving Conditional Use Permit No. CU-23-5 was appealed by John Parlet, owner of John's Incredible Pizza Co. The BPMC Section 19.120.070 requires each appeal to be considered 'de novo', and the appellate body shall follow the same procedure and apply the same criteria as prescribed for the original proceeding of the matter. The draft City Council resolution consists of the findings required for the approval of a Conditional Use Permit. Further, a discussion of the grounds for appeal provided in the appeal letter and City response is provided below:

The appeal letter provided the following grounds for an appeal:

1. The Resolution passed adopting the CUP makes no findings regarding inadequate Mall parking, even though the Appellant raised the issue in writing and at the Planning Commission hearing.

City Response: The City determined that based on the parking study conducted by The Village project, the reduced parking required for the proposed use compared to a by-right use of the space for retail, the off-peak hours of operation for the proposed business, and the applicability of AB 2097, no additional parking could be required for the proposed use. An updated Resolution has been provided which elaborates these findings and supports the City's rationale for not requiring additional parking.

2. Finding (g) of the adopting resolution is unsupported by substantial evidence, i.e., the adverse effects of the use and development were not "fully balanced by offsetting benefits to the public interest." The grossly inadequate parking at the Mall was never shown to be offset by any benefit to the public by adding a new Mall tenant.

City Response: The only identified potential adverse effects of the commercial recreation use of the existing tenant space have been adequately addressed through the conditions of approval and are specific to the late-night hours of operation of the business which differ from the mall and could result in impacts to mall tenants and surrounding properties from patrons leaving the subject business late in the evening. Conditions of approval have been added which require a security plan and security personnel to ensure that patrons leaving the business after the mall has closed are directed to their vehicles and leave the mall property. The amount of parking required for the proposed use is less than the amount of parking that would be required for a by-right use of the space for retail uses. Additionally, the proposed entertainment facility will benefit the local economy by allowing a new tenant to operate within an existing vacant tenant space within the mall, providing both employment opportunities and additional mall patrons.

3. The Project is not exempt from the California Environmental Quality Act ("CEQA") under the Class I Categorical Exemption for Existing Facilities. The "unexpected consequences" exception to using the Class 1 Categorical Exemption was never mentioned or discussed, nor is there any evidence to support this conclusion in the record. This violates CEQA, subjecting the City to the potential of litigation for failure to comply with the California Environmental Quality Act. An initial study must be undertaken, and the proper environmental study performed to remedy or mitigate the inadequate parking at the Mall.

City Response: The City determined that the proposed project is Categorical Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines. Section 15301 of the CEQA Guidelines state that a Class 1 exemption consists of the operation, repair, maintenance, *permitting*, leasing, licensing, or minor alteration of existing public or private structures involving negligible or no expansion of existing or former use. Per the CEQA Guidelines, the key consideration is whether the project involves negligible or no expansion of use. The appeal references Section 15300.2 (Exceptions), subsection (c) Significant Effect. This exception states that a Categorical Exemption shall not be used where this is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The proposed Halloween/horror-themed business is located within an existing tenant space of an indoor shopping mall with no proposed expansion. Additionally, the required parking for the proposed use is less than what would be required for a by-right retail use of the space. There are no "unusual circumstances" applicable to the proposed use which would warrant additional environmental review. A Notice of Exemption for this project was filed on May 23, 2024.

ENVIRONMENTAL ASSESSMENT:

The project is Categorical Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines. A Class 1 exemption consists of the operation, repair, maintenance, *permitting*, leasing, licensing, or minor alteration of existing public or private structures involving negligible or no expansion of existing or former use. Per the CEQA Guidelines, the key consideration is whether the project involves negligible or no expansion of use. The proposed Halloween/horror-themed business is located within an existing tenant space of an indoor shopping mall with no proposed expansion. Additionally, the required parking for the proposed use is less than what would be required for a by-right retail use of the space. A Notice of Exemption was filed on May 23, 2024.

PUBLIC HEARING NOTICE

Notice of the appeal public hearing for the Buena Park City Council was posted at City Hall, Buena Park Library, and Ehlers Event Center on June 28, 2024, and 148 public hearing notices of this Buena Park City Council were mailed to property owners within 300 feet of the subject property on June 28, 2024.

BUDGET IMPACT

There is no budget impact associated with this action

Attachments

[Proposed City Council Resolution for Conditional Use Permit No. CU-23-5.pdf](#)

[Development Plans stamped RECEIVED MAR 21 2024 PLANNING DIV.pdf](#)

[Business Plan stamped RECEIVED DEC 18 2023 PLANNING DIV.pdf](#)

[Appeal Letter stamped RECEIVED JUN 3 2024 CITY CLERK'S OFFICE.pdf](#)

[May 22, 2024 Planning Commission Meeting Minutes.pdf](#)

[Planning Commission Resolution No. 6339.pdf](#)

CITY COUNCIL RESOLUTION NO.
CONDITIONAL USE PERMIT NO. CU-23-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DENYING AN APPEAL AS FILED AND UPHOLDING THE MAY 22, 2024 PLANNING COMMISSION ACTION AS MODIFIED APPROVING A REQUEST TO ALLOW THE OPERATION OF A YEAR-ROUND HALLOWEEN/HORROR-THEMED ENTERTAINMENT FACILITY, CONSISTING OF TWO (2) ESCAPE ROOMS, TWO (2) HORROR-THEMED MOVIE THEATERS, ONE (1) SEASONAL MAZE, AND OTHER TEMPORARY ATTRACTIONS WITHIN AN EXISTING 53,113 SQUARE-FOOT TENANT SPACE, LOCATED AT 8308 ON THE MALL (APN: 070-511-15), WITHIN THE CR (REGIONAL COMMERCIAL) ZONE AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Heather Luther, applicant, 360 E 1st Street #667, Tustin, CA 92780, on behalf of NEWKOA, LLC, property owner, 3240 Wilshire Boulevard Suite 570, Los Angeles, CA 90010, has filed an application for a Conditional Use Permit No. CU-23-5 to allow for the operation of a year-round Halloween/horror-themed entertainment facility, located at 8308 On the Mall, Buena Park, California, 90620, in the County of Orange (APN: 070-511-15) (hereinafter referred to as the "Application").

(ii) On May 22, 2024, the Planning Commission conducted a duly noticed public hearing on the Application, as required by law, and considered all elements of the proposed Conditional Use Permit No. CU-23-5 and concluded its public hearing prior to adoption of its Resolution No. 6339 approving the requested Application.

(iii) On June 3, 2024, John Parlet (Appellant), Owner of John's Incredible Pizza, 8601 On the Mall, Buena Park CA 90620, filed an appeal of the Planning Commission's Resolution No. 6339 approving the Application contending that "no findings were present in the Resolution relating to inadequate Mall parking, finding (g) is unsupported by substantial evidence since the inadequate Mall parking was not shown to be offset by any public benefit, and that the project was not Categorically Exempt from the California Environmental Quality Act (CEQA) under Class 1 because there are 'unexpected consequences' (the "Appeal")

(iv) On July 9, 2024, the City Council, after notice given in accordance with Buena Park Municipal Code (BPMC) Chapter 19.120 (Appeals), conducted a duly noticed public hearing to consider the Appeal and Application, reviewed the record on appeal, heard presentations from the Appellant, opponents of the appeal, and considered all oral and written evidence presented in connection with the matter prior to adopting this Resolution denying the Appeal and upholding the Planning Commission's action.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, does hereby find, determine and resolve as follows:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, and the Conditional Use Permit No. CU-23-5 development plans stamped "RECEIVED MAR 21 2024 PLANNING DIV.", this City Council hereby specifically finds, determines, and resolves as follows:

- a. The grounds for appeal as stated in the Notice of Appeal dated June 3, 2024 conform to the requirements of BPMC Chapter 19.120 (Appeals).
- b. The findings of the Planning Commission are hereby approved, confirmed, ratified, and adopted as modified herein; and conclusions of the Planning Commission based upon those findings are rational and in the public interest.
- c. The findings, conclusions, and conditions expressed in the minutes of the Planning Commission public hearing of May 22, 2024 are also supported by the record and are in the public interest and are also approved, confirmed, ratified, and adopted as modified in subsection 2.e. below.
- d. That adoption of this Resolution shall constitute the final action of the City Council in accordance with BPMC Section 19.120.085 (City Council Review of Decisions of the Planning Commission).

- e. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.

FACT: The proposed establishment of a Halloween/horror-themed entertainment facility is consistent with the City's General Plan and Zoning Ordinance, as conditioned, and will meet applicable operating standards. The proposed operation of the entertainment facility is consistent with the General Plan and zoning in that it is located within a land use that promotes entertainment, shopping, and dining uses along with supporting business.

- f. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed use.

FACT: The site is developed as an indoor shopping mall and includes uses such as retail, restaurants, theaters, and personal service uses. The site is adequate in size, shape,

topography, location, and other factors, to accommodate the operation of an entertainment facility.

- g. **FINDING:** 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.

FACT: The subject site is located between Dale Street and Stanton Avenue on La Palma Avenue. La Palma Avenue is considered a Primary Arterial in the City's Mobility Element, within the General Plan. A Primary Arterial is a four-lane divided roadway, with a typical right-of-way width of 100 feet. As such, adequate street access and traffic capacity are available to serve the proposed entertainment facility as well as existing anticipated development in the surrounding area.

- h. **FINDING:** Adequate utilities and public services will be available to serve the use as well as existing and anticipated development in the surrounding area.

FACT: Adequate utilities and public services are available to serve the proposed entertainment facility use as well as existing and anticipated development in the surrounding area. The site is fully developed with an indoor shopping mall and meets the City standards for public services and utilities to serve the site.

- i. **FINDING:** The use and development will be compatible with the intended character of the area.

FACT: The proposed entertainment facility use will be compatible with the existing and intended character of the area. The proposal, as conditioned, will not create a use inconsistent with established and anticipated area uses due to required operating conditions, existing site and building design, as well as separation and buffering.

- j. **FINDING:** Any criteria set forth elsewhere in this Title for the approval of the specific use and development will be satisfied.

FACT: Pursuant to City Code Section 19.512.010 (Uses Permitted), any entertainment facility or indoor movie theater requires a Conditional Use Permit. As conditioned, the proposed entertainment facility will comply with these standards. The off-peak hours of operation, requirements of Assembly Bill 2094, and parking requirements for the proposed use being a reduction in overall parking for the

space compared to if it was developed with a by-right retail development, the City determines that no additional parking is required for the proposed use.

- k. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

FACT: Any adverse effects that may come from the entertainment facility at this site are justified and fully balanced by offsetting benefits to the public interest in that the use will provide additional entertainment recreation options. The proposed entertainment facility will benefit the local economy by allowing a new tenant to operate within an existing vacant tenant space within the indoor shopping mall in the City. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

Section 3. The City Council hereby finds and determines that the project identified above in this Resolution, is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Class 1, Section 15301 (Existing Facilities) of Division 6 of Title 14 of the California Code of Regulations. A Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures involving negligible or no expansion of existing or former use. Per the CEQA Guidelines, the key consideration is whether the project involves negligible or no expansion of use. The proposed Halloween/horror-themed business is located within an existing tenant space of an indoor shopping mall with no proposed expansion. Additionally, the required parking for the proposed use is less than what would be required for a by-right retail use of the space

Section 4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3 above, the City Council hereby denies the Appeal as filed and upholds the Planning Commission Resolution No.6339 adopted on May 22, 2024 to approve the Application for Conditional Use Permit No. CU-23-5 as modified.

Section 5. The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately.

PASSED AND ADOPTED this 9th day of July 2024 by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Resolution No.
Conditional Use Permit No. CU-23-5 Appeal
July 9, 2024

ABSTAINED: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, do hereby certify that the foregoing Resolution was approved at a regular meeting of the Council of the City of Buena Park held on the ____ day of _____

City Clerk

BUENA PARK MALL
8320 ON THE MALL
BUENA PARK, CA 90620

APPLICABLE CODES ALL WORK AND MATERIALS SHALL COMPLY WITH THE FOLLOWING: 2022 CALIFORNIA BUILDING CODE (CBC) 2022 CALIFORNIA FIRE CODE (CFC) 2022 CALIFORNIA MECHANICAL CODE (CMC) 2022 CALIFORNIA PLUMBING CODE (CPC) 2022 CALIFORNIA ELECTRICAL CODE (CEC) 2022 CREEK BUILDING CODE (CBCS) 2022 CALIFORNIA ENERGY CODE AND ALL APPLICABLE CODES, LOCAL, CURRENT OSHA LAWS, T-24 ENERGY CONSERVATION, LISTS OF STANDARDS, DISABLED ACCESS REGULATIONS AND CITY OF BUENA PARK AMENDMENTS.		VICINITY MAP 																																																																																					
SHEET INDEX <table><tr><th>SHEET NO.</th><th>DESCRIPTIONS</th></tr><tr><td>T-1</td><td>TITLE SHEET AND SITE PLAN</td></tr><tr><td>T-2</td><td>BUSINESS PLAN</td></tr><tr><td>A-1</td><td>SITE PLAN</td></tr><tr><td>A-1.1</td><td>ENLARGED SITE PLAN AND DETAILS</td></tr><tr><td>A-2</td><td>EXISTING FLOOR PLAN DEMO.</td></tr><tr><td>A-3</td><td>PROPOSED FLOOR PLAN</td></tr><tr><td>A-3.1</td><td>PROPOSED FLOOR PLAN</td></tr><tr><td>A-4</td><td>PROPOSED EGRESS PLAN</td></tr><tr><td>A-4.1</td><td>EXISTING EGRESS PLAN</td></tr></table>		SHEET NO.	DESCRIPTIONS	T-1	TITLE SHEET AND SITE PLAN	T-2	BUSINESS PLAN	A-1	SITE PLAN	A-1.1	ENLARGED SITE PLAN AND DETAILS	A-2	EXISTING FLOOR PLAN DEMO.	A-3	PROPOSED FLOOR PLAN	A-3.1	PROPOSED FLOOR PLAN	A-4	PROPOSED EGRESS PLAN	A-4.1	EXISTING EGRESS PLAN	PROJECT INFORMATION <table><tr><td>PROJECT NAME:</td><td>17TH DOOR BUENA PARK</td></tr><tr><td>ADDRESS:</td><td>8320 ON THE WALL BUENA PARK, CA 90620</td></tr><tr><td>ASSESSOR'S PARCEL NO. (A.P.N.)</td><td>070-511-15</td></tr><tr><td>LEGAL DESCRIPTION:</td><td>LEGAL VERIFIED 2012-0031358 9/25/12</td></tr><tr><td>ZONING:</td><td>CR</td></tr><tr><td>EXISTING OCCUPANCY GROUP/USE:</td><td>B, M</td></tr><tr><td>PROPOSED OCCUPANCY GROUPS:</td><td>A3, B, S-2</td></tr><tr><td>TYPE OF CONSTRUCTION:</td><td>II - A</td></tr><tr><td>FIRE SPRINKLERS:</td><td>YES</td></tr><tr><td>FIRE ALARM:</td><td>YES</td></tr><tr><td>AUTOMATIC SMOKE DETECTION:</td><td>YES (COMPLIANCE WITH CTC 907.2.12)</td></tr><tr><td>EMERGENCY VOICE / ALARM COMMUNICATIONS:</td><td>YES</td></tr><tr><td>LOT AREA:</td><td>484,558 SQ. FT.</td></tr><tr><td colspan="2">AREA SUMMARY:</td></tr><tr><td colspan="2">PROPOSED USES (LOWER LEVEL OF BUENA PARK MALL):</td></tr><tr><td>ASSEMBLY AREA:</td><td>17,925 SQ. FT.</td></tr><tr><td>THEATRE:</td><td>4,100 SQ. FT.</td></tr><tr><td>OFFICE AREA:</td><td>2,056 SQ. FT.</td></tr><tr><td>STORAGE AREA:</td><td>6,953 SQ. FT.</td></tr><tr><td>TOTAL:</td><td>31,044 SQ. FT.</td></tr><tr><td colspan="2">PARKING:</td></tr><tr><td>REQUIRED PARKING:</td><td></td></tr><tr><td>THEATRE: 1/3 SEATS = 110/3 =</td><td>36.67 STALLS</td></tr><tr><td>OFFICE: 4/1000 GFA = 2056/250</td><td>8.22 STALLS</td></tr><tr><td>STORAGE: 3 1ST 10,000 GFA =</td><td>3.00 STALLS</td></tr><tr><td>OTHER COMMERCIAL</td><td></td></tr><tr><td>RECREATION = 5/1000 GFA</td><td></td></tr><tr><td>=17925/1000 X 5</td><td>89.63 STALLS</td></tr><tr><td>TOTAL REQUIRED PARKING</td><td>137.52 = 138 STALLS</td></tr><tr><td>REQUIRED ACCESSIBLE PARKING:</td><td>6 STALLS</td></tr><tr><td colspan="2">SHARED PARKING AREA ARE BEING UTILIZED FOR THE PROJECT</td></tr><tr><td>ACCESSIBLE PARKING PROVIDED:</td><td>9 STALLS</td></tr></table>		PROJECT NAME:	17TH DOOR BUENA PARK	ADDRESS:	8320 ON THE WALL BUENA PARK, CA 90620	ASSESSOR'S PARCEL NO. (A.P.N.)	070-511-15	LEGAL DESCRIPTION:	LEGAL VERIFIED 2012-0031358 9/25/12	ZONING:	CR	EXISTING OCCUPANCY GROUP/USE:	B, M	PROPOSED OCCUPANCY GROUPS:	A3, B, S-2	TYPE OF CONSTRUCTION:	II - A	FIRE SPRINKLERS:	YES	FIRE ALARM:	YES	AUTOMATIC SMOKE DETECTION:	YES (COMPLIANCE WITH CTC 907.2.12)	EMERGENCY VOICE / ALARM COMMUNICATIONS:	YES	LOT AREA:	484,558 SQ. FT.	AREA SUMMARY:		PROPOSED USES (LOWER LEVEL OF BUENA PARK MALL):		ASSEMBLY AREA:	17,925 SQ. FT.	THEATRE:	4,100 SQ. FT.	OFFICE AREA:	2,056 SQ. FT.	STORAGE AREA:	6,953 SQ. FT.	TOTAL:	31,044 SQ. FT.	PARKING:		REQUIRED PARKING:		THEATRE: 1/3 SEATS = 110/3 =	36.67 STALLS	OFFICE: 4/1000 GFA = 2056/250	8.22 STALLS	STORAGE: 3 1ST 10,000 GFA =	3.00 STALLS	OTHER COMMERCIAL		RECREATION = 5/1000 GFA		=17925/1000 X 5	89.63 STALLS	TOTAL REQUIRED PARKING	137.52 = 138 STALLS	REQUIRED ACCESSIBLE PARKING:	6 STALLS	SHARED PARKING AREA ARE BEING UTILIZED FOR THE PROJECT		ACCESSIBLE PARKING PROVIDED:	9 STALLS
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SCOPE OF WORK INSTALLATION OF A PERMANENT SPECIAL AMUSEMENT AREA (A-3 USE) IN AN EXISTING BUILDING. DEMOLITION OF ESCALATOR AND CONSTRUCT NEW WALL WITH DETAILS SHOWN ON A-1.		RECEIVED MAR 21 2024 PLANNING DIV CU-23-5																																																																																					



Multi-Purpose Horror Event Space

This space will be used to temporarily host temporary attractions like Virtual Reality experiences, smaller scale Haunt Mazes, etc.

Projected annual attendance	12,000 persons
Projected annual revenue	\$240,000
Projected max staff required	30 persons
Projected max guests on site 120 in attraction and 60 in Queue = TOTAL 210	

expected MAX persons on site at any given time (includes queuing for all attractions):

17th Door Haunt Experience	= 300
Escape Rooms 1&2	= 60
Movie Theatre 1&2	= 124
Multi Purpose Event Space	= 210

= TOTAL 841 persons

PAGE 3

Business Plan:

17th Door Haunt, Escape Rooms, Interactive Movie Theatre, Multi-Purpose event space.

The 17th Door Haunt Experience:

This is our flagship maze experience that runs primarily during the Halloween season as well as a few off-season weekends.

Groups sized between 4-6 progress through 17 rooms where they experience different scenes and special effects. Each room experience lasts the same time of 100 seconds with the entire experience lasting 17 minutes. All of the room experiences start and finish at the exact same time, so all groups throughout the maze travel to the next experience room at the same time. This creates a controlled flow of guests and prevents any groups from turning into other groups.

Guest flow is controlled both by actors inside the rooms, as well as electromagnetic door locks. These locks have no physical locking bolt. Each room has a door lock on the entry door and the exit door. Each room's locks are wired to a switching relay which prevents both door locks from ever being activated at the same time (1 door is ALWAYS unlocked). These door locks are controlled both by the control room and also by our automatic emergency system.

Automatic Emergency System and Control Room:

The automatic emergency system can be activated manually by a person inside the control room, or will also be activated automatically when either the fire sprinklers are activated, smoke or heat alarms are activated, or the alarm is activated. When the automatic emergency system is activated it shuts down all special effects, fog machines, strobe lights, and cuts power to ALL door locks within the maze. The automatic emergency system also activates the emergency lighting system and low level exit path markings.

The control room is monitored constantly throughout maze operation. There is an extensive video monitoring system that has 5 screens and 40+ cameras that show observation of all experience rooms and other critical areas. The control room also has a PA system as well as a manual switch that can activate the automatic emergency system. The control room is where the experience room door locks can be controlled and the room experiences can be "paused". For example, the control room unlocks the entry doors to all experience rooms. Guests go through the door into the next experience room. Once the control room sees through their video monitors that all groups have entered their respective rooms, they will then "pause" the room experiences by pushing the launch button. Each room experience has its own programmed controller that plays various music, sounds, and special effects for its room when it receives the "pause" signal from the control room. Once the experience ends, the exit doors of each room are unlocked and a green light above each exit door illuminates to guide the guests out of the room and on to the next room experience. The control room is specific to the 17th Door maze only, with no control or surveillance of escape rooms or movie theatres.

Operation and expected max capacity:

During operation, we will provide our own security team for the parking lot, the entrance to the attraction, and inside the attraction. Through cooperation with mall management, the 2 main entrance doors adjacent to Walmart will be kept open just not posting for our later operating hours. The mall spaces west of our main entrance will be monitored off and our security personnel will be manning that area.

If a fire alarm experience (20 minutes) with final group size (8 or less) which creates a limited hourly guest capacity 100 guests 300 persons. Using 20 minute time slot with historically 60% pre-sold price, on site guest count never exceeds 210.

Projected annual nights of operation: 35

Projected annual attendance: 37,000

PAGE 1

Projected annual sales: \$1,700,000

Hours of operation: Sun-Thurs = Open 1pm Fri-Sat 1pm-12am

Required staff: (65) actors, (6) security, (16) general staff = 89 persons

MAX guests at any given time = 180 in maze and 150 in Queue = 330 persons TOTAL 419

Escape Rooms 1 & 2:

Escape room #1 is planned to open Fall 2024 and if successful would be followed by the opening of escape room #2 in fall 2025.

The #1 module experience is a year round and consists of first group scene progressing through a string of rooms that include physical tasks and puzzles to complete. The puzzle rooms must be completed in order from start room "A" until completion in room "Z". Due to the group size limits (6 persons) as well as final time slots (every 20 minutes) for groups to begin the experience, the on site guest count will never exceed 30 persons. (This includes a queue of 2 waiting groups) Both escape rooms will operate under the same structure and guest capacity.

Room #1 Room #2

Projected annual attendance: 18,140 + 18,140 = 36,280 persons

MAX annual capacity: 29,420 + 29,420 = 58,840 persons

Projected annual sales: \$968,000 + \$968,000 = \$1,936,000

Required staff: 8 + 8 = 16 persons

Max guests on site 36 + 36 = 72 persons TOTAL 88

Hours of operation: Sun-Thurs 1pm-11pm Fri-Sat 1pm-12am

Interactive Horror Movie Theatre 1 & 2:

An interactive horror movie theatre (35 seats) that plays classic horror movies in the midst of special effects and thematic actors. This attraction will operate year round with Theatre #1 planned to open Fall 2024 and Theatre #2 planned to open Fall 2025.

Theatre #1 & Theatre #2

Projected annual attendance: 15,600 + 15,600 = 31,200 persons

MAX annual attendance: 28,900 + 28,900 = 57,800 persons

Projected annual attendance: \$413,000 + \$413,000 = \$826,000

Required staff: 7 + 7 = 14 persons

Max guests on site 56 + 56 = 110 persons TOTAL 124

PAGE 2



ARCHITECTURE . ENGINEERING

17TH DOOR
OFFICE: 800-769-1400 FAX: 800-769-1400

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

PREPARED BY:

Drawing Content:

BUSINESS PLAN



Revisions:	Date:
1. CORRECTIONS	11/04/2023

Designer: JC
Manager: EC
Date: 3/21/2024
Job No: 2023-043
Scale: AS NOTED

Drawing No:

T-2

SHEET: 01 OF 1



ARCHITECTURE . ENGINEERING

FOR BIDDING PURPOSES, OWNER INFORMATION: CALIFORNIA
OFFICE: 800-700-0000 FAX: 800-700-0000

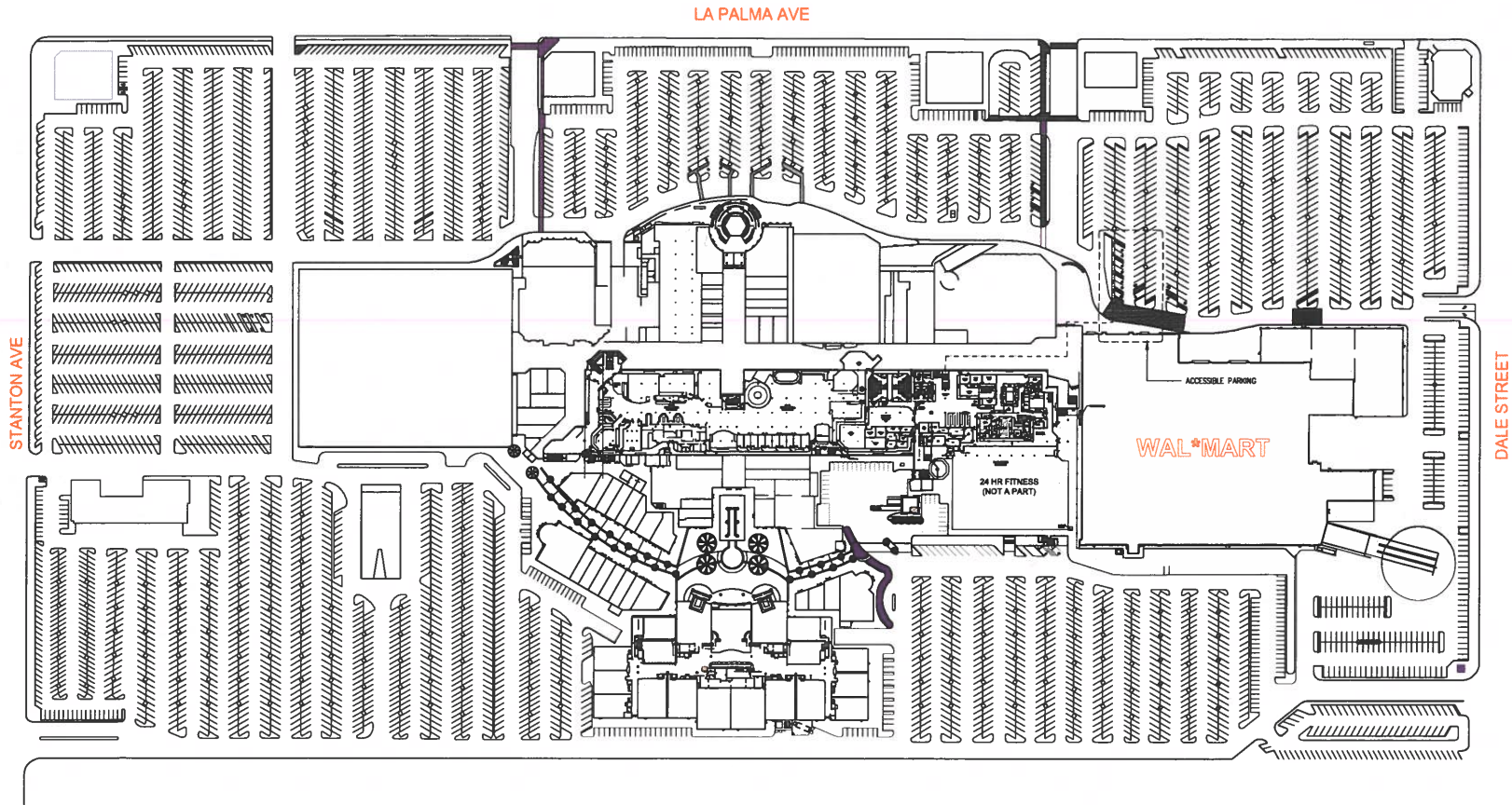
PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

17TH DOOR



SITE PLAN

SCALE: 1" = 80'-0"



Drawing Contains:

SITE PLAN



Revisions: _____ Date: _____

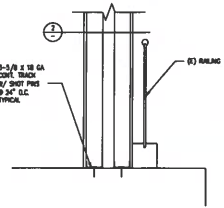
CFP CORRECTIONS: _____ 11/24/2023

Designer: JC
Manager: EC
Title: 3/21/2024
Job No: 2023-045
Scale: AS NOTED

Drawing No:

A-1

REVISION: _____



TYP. DOUBLE RATED WALL

SCALE: N.T.S. 1

MALL SIDE

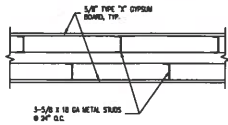
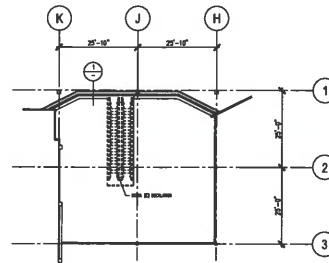


EXHIBIT SIDE

TYP. DOUBLE RATED WALL

SCALE: N.T.S. 2

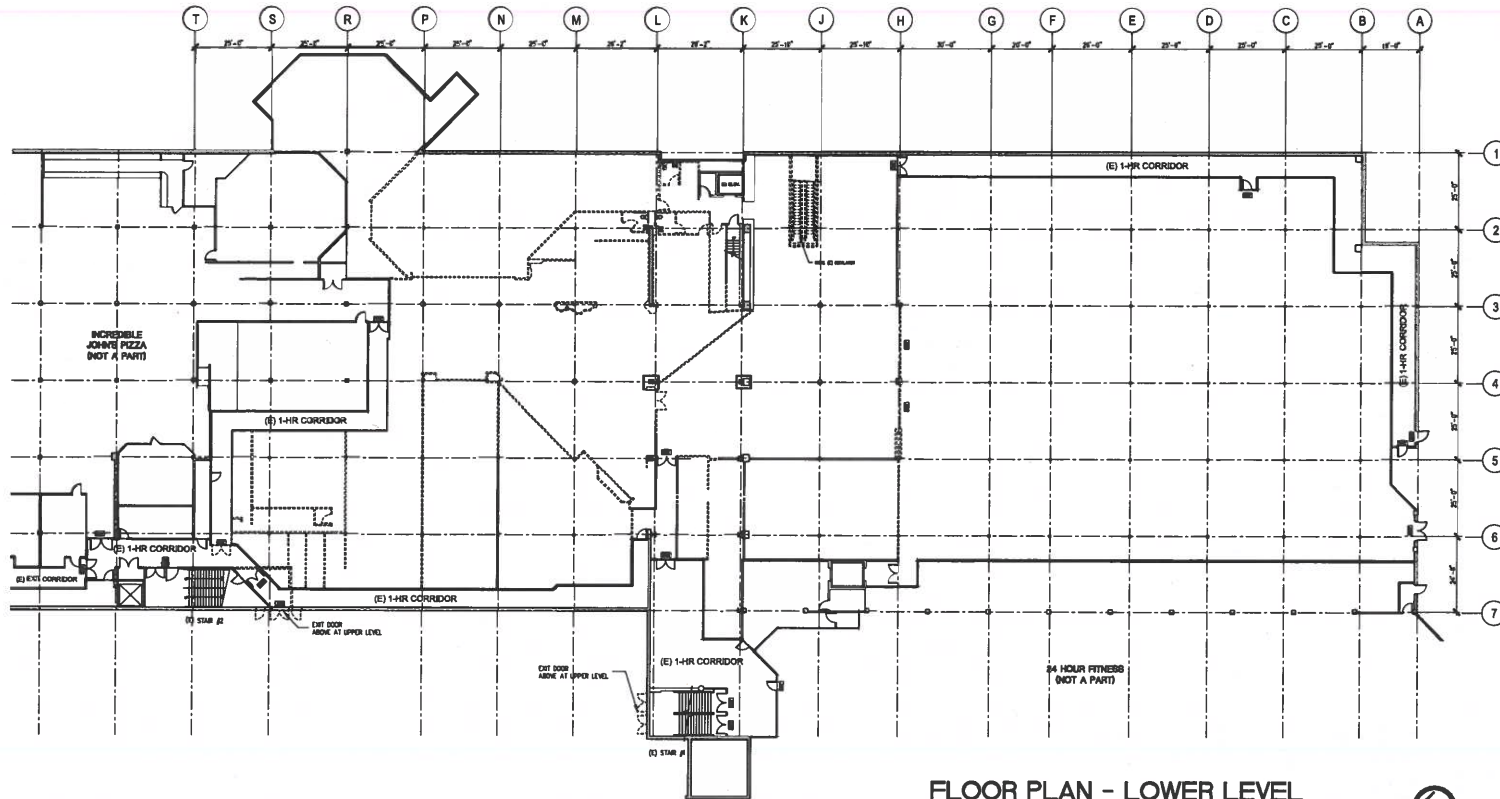


EXISTING PARTIAL UPPER FLOOR

SCALE: 1/16" = 1'-0" NORTH

LEGEND:

- (E) WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO BE DEMOLISHED



FLOOR PLAN - LOWER LEVEL

SCALE: 1/16" = 1'-0" NORTH



ARCHITECTURE . ENGINEERING

ONE HUNTER STREET, SUITE 200, BUENA PARK, CA 92620
OFFICE: 714-766-1000 FAX: 714-766-1001

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 92620

DEVELOPER:

Creating Conditions:

FLOOR PLAN



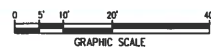
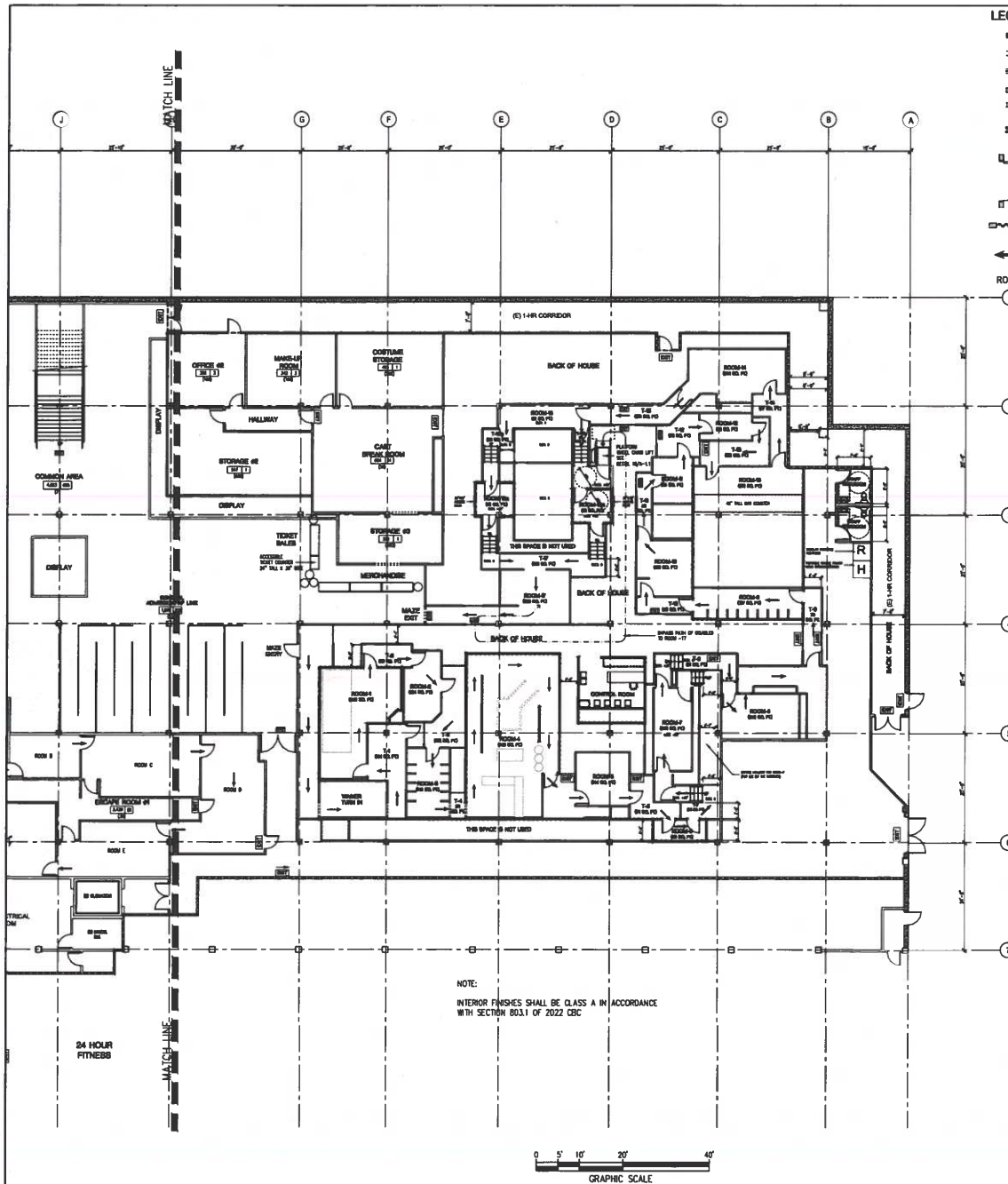
Revisions: Date:

C/P CORRECTIONS 10/10/2020

Designer: JC
Manager: EC
Title: 11/21/2024
Job No: 2023-045
Scale: AS NOTED
Drawing No:

A-1

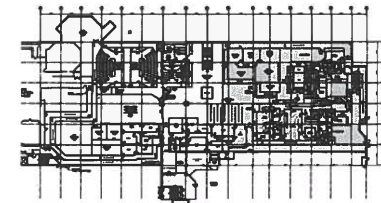
PRINT: COPY:



PROPOSED FLOOR PLAN

- LEGEND:
- EXISTING CONC. WALL TO REMAIN
 - (1) INTERIOR PARTITION
 - (2) 1 HR. FIRE RATED WALL
 - NEW FULL-HT. INTERIOR PARTITION
 - 8'-0" TALL MODULAR WALL PANELS
SEE DETAIL A/A-4
 - 11'-0" TALL MODULAR WALL PANELS
SEE DETAIL A/A-4
 - DOORS ARE 36" UNLESS OTHERWISE NOTED
-ALL DOORS SHALL HAVE PANE HARDWARE
 - SPLIT CURTAIN 18" 42" WALL OPENING
SEE DETAIL B/A-4
 - MAZE CUSTOMER PATH OF TRAVEL

- ROOM NAME(OCCUPANCY)
- ROOM NUMBER
 - OCCUPANT LOAD
 - OCCUPANT LOAD FACTOR
 - SQUARE FOOTAGE



KEY PLAN

OCCUPANT LOAD SUMMARY		PER 2019 CBC TABLE 1004.5			
AREA NUMBER/NAME	OCCUPANCY	AREA (SQ. FT.)	LOAD FACTOR	OCCUPANT LOAD	
COMMON AREA	A-3	4,863	7	695	
GENERAL ADMISSION/WP LINE	A-3	1,040	5	208	
ESCAPE ROOM 1	A-3	2,428	30	81	
ESCAPE ROOM 2	A-3	1,957	30	65	
MULTI PURPOSE SPACE	A-3	2,739	7	391	
INTERACTIVE MOVIE 1	A-1	2,055	FIXED SEATING	55	
INTERACTIVE MOVIE 2	A-1	2,055	FIXED SEATING	55	
MAZE	A-3	4,898	SEE TABLE BELOW	180	
PROP STORAGE #1	S-1	2,249	500	4	
PROP STORAGE #2	S-1	1,749	500	3	
BREAK ROOM #1	B	156	15	10	
OFFICE #1	B	97	100	1	
STORAGE ROOM #1	S-1	147	500	1	
TICKET SALES #1	B	50	100	1	
TICKET SALES #2	B	290	100	3	
BREAKROOM #2	B	160	15	11	
STORAGE #2	S-1	132	500	1	
OFFICE #2	B	296	100	3	
MAKE-UP ROOM	B	343	100	3	
COSTUME STORAGE	S-1	403	500	1	
CAST BREAKROOM	B	664	15	44	
STORAGE #3	S-1	222	500	1	
STORAGE #4	S-1	547	500	1	
STORAGE #5	S-1	286	500	1	
STORAGE #6	S-1	339	500	1	
STORAGE #7	S-1	686	500	1	
STOCK ROOM	S-1	193	500	1	
TOTAL OCCUPANT LOAD				1,823	

MAZE OCCUPANT LOAD CALCULATION				
TRANSITION ROOMS	AREA (SQ. FT.)	EXPERIENCE ROOMS	AREA (SQ. FT.)	ROOM OCCUPANTS
T-1	144	ROOM-1	358	10
T-2	39	ROOM-2	124	10
T-3	122	ROOM-3	145	10
T-4	24	ROOM-4	746	10
T-5	74	ROOM-5	144	10
T-6	67	ROOM-6	58	10
T-7	82	ROOM-7	163	10
T-8	91	ROOM-8	352	10
T-9	70	ROOM-9	167	10
T-10	46	ROOM-10	156	10
T-11	50	ROOM-11	95	10
T-12	82	ROOM-12	72	10
T-13	109	ROOM-13	162	10
T-14	77	ROOM-14	244	10
T-15	123	ROOM-15	91	10
T-16a	36	ROOM-16a	72	10
T-16b	36	ROOM-16b	72	10
T-17	155	ROOM-17	250	10
TOTAL	1,427	TOTAL	3,471	180
MAZE TOTAL		4,898		

SCALE: 1" = 10'-0"



ARCHITECTURE & ENGINEERING

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

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BUENA PARK, CA 90620

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8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

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8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

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8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

EXIT CALCULATION

LARRY W. GIBSON
Architect & Associates
1777 ENTERPRISE DRIVE
SAN DIEGO, CALIFORNIA 92108
(619) 521-1111 FAX: (619) 521-1112

May 27, 2005

ITEM: Lower Level Exit Analysis including future increasing doors

Steve & Barry's (1 total 666 occupants)
Rear (East) 3'-4" x 7'-4" exit door 170 occ
Side (North Corridor) 3'-4" x 7'-4" exit door 170 occ
West (Main Lobby) 7'-4" x 7'-4" roll-up door 326 occ
2d Flr. Lobby (Total 360 occupants)
West exit to Stair #1 3'-4" x 7'-4" door 90 occ
Decompressed Main Lobby (Future Storage) 18,217 + 50 + 2 25 occ
Total Occupant Load Stair #1 (Door #48) 120 + 2 + 90 + 25 235 occ
Required Stair Width = 278 x 2 = 56' (existing width = 64') therefore okay

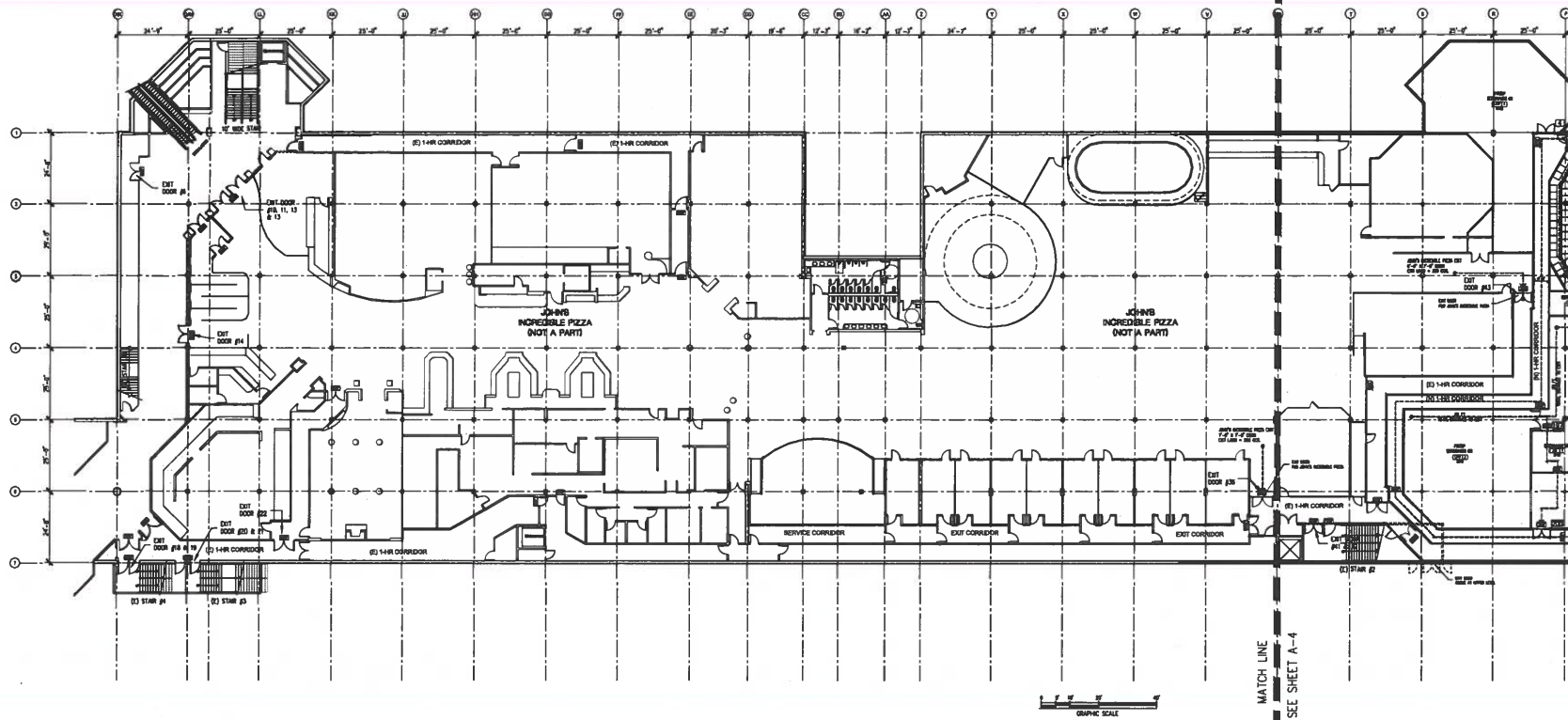
John's Incredible Pizza - SS 228 sq ft (Total 2,227 occupants)

Door #43 (East) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Door #46 (West) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Total Occupant Load Stair #2 (Doors #43 & #46) 658 occ
Required Stair Width = 658 occ x 2 = 1,316' (existing width = 128') okay
Door #22 (East) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Total Exit Capacity for Stairs 22, 43, 46 (9 of 666 occupant load = 3,114) 1,340 occ

Therefore, Tenant Door #11 is a minor hurdle
Minimum Door Width = 1.087 x 2 = 2.174' (existing width = 2.88') okay
Total Occupancy of Dental & Security Office 12 occ

Total Occupancy Load for Stairs #2, #4, #6, and new 10' stairs 1,399 occ

Total Load Capacity of Stairs #2, #4, #6 (Doors #18, #21) 164' clear + 2 320 occ
Total Load Capacity of Stairs #3 & #4 (Door #64) clear + 2 330 occ
Total Load Capacity of New Stairs 120' clear + 2 600 occ
Total Load Capacity for Stairs 22 & 4, Stair #5, and new 10' wide Stair 1,340 occ
Total Capacity exceeds wall required therefore okay



JOHN'S INCREDIBLE PIZZA PLAN
FOR REFERENCE ONLY

SCALE: 1/16" = 1'-0" NORTH



ARCHITECTURE & ENGINEERING

FOR DESIGN, STUDY, PERMIT, CONSTRUCTION, AS BUILT
OFFICE: 619-755-1000 FAX: 619-755-1001

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

Drawing Content:

SITE PLAN



Revisions: Date:

CDP CORRECTIONS 11/05/2003

CDP CORRECTIONS 02/07/2004

Drawn by: JC

Checked by: EC

Date: 3/21/2004

Job No: 2003-045

Scale: AS NOTED

Drawing No:

A-4.05

Sheet: CP:



ARCHITECTURE . ENGINEERING

1000 BROADWAY, SUITE 1000, NEW YORK, NY 10003
OFFICE : 212-760-1000 FAX : 212-760-1001

PROFESSIONAL SEAL & SITE ADDRESS

17TH DOOR

BUENA PARK WALL
8420 ON THE WALL
BUENA PARK, CA 90620

DEVELOPER :

Drawing Content :

EGRESS PLAN



Revisions : Date :

CIP CORRECTIONS 11/16/2023

CIP CORRECTIONS 11/16/2023

Designer : JC

Manager : EC

Date : 3/21/2024

Job No : 2023-043

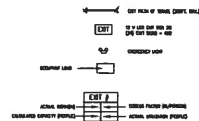
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Drawing No :

A-4.1

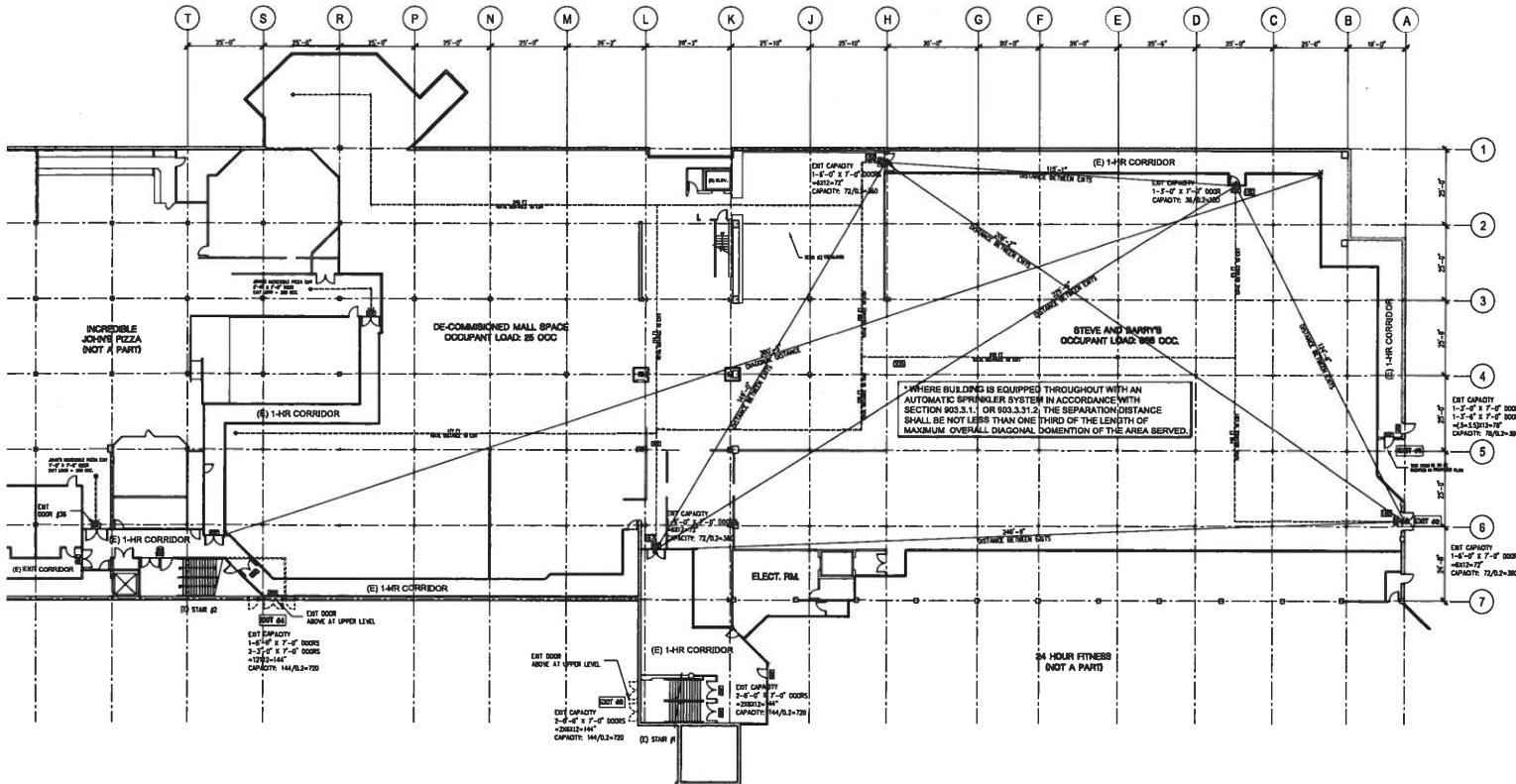
SHEET : OF :

EGRESS LEGEND:



LEGEND:

- (E) WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO BE DEMOLISHED



(E) EGRESS PLAN - LOWER LEVEL

SCALE: 1/16" = 1'-0" NORTH



A-4.2



Manic Mind Productions, LLC
Heather & Robert Luther
Heatherluther14@gmail.com
(949) 235-8809

Business Overview:

A year-round Halloween/horror themed entertainment facility. The entire site includes a total of 53,113 sq ft encompassing 2 interactive movie theaters (12,400sq ft), 2 escape rooms (6966 sq ft), a seasonal Halloween maze attraction (18,900 sqft), a multi-purpose space for temporary horror themed attractions (6,957 sqft), and a central "common area". (7,890 sqft)

Seasonal Halloween Maze:

A 35-minute interactive haunted maze experience featuring actors, interactive special effects, and physical obstacles.

- Operating 32 nights from mid September through early November AND up to 12 additional off-season nights throughout the year
- Operating hours: Sunday through Thursday 6pm - 12:15am, Friday and Saturday 6pm - 1:30am
- Fixed group sizes of 4-8 people with a structured flow-through allows complete control of crowd sizes and occupant load
- Limited quantity of tickets are sold in 30-minute time slots which greatly reduces wait times, crowd sizes, loitering, and parking demand
- We provide licensed security guards for the interior of the attraction, as well as the exterior and parking lot
- Maze is constructed of modular wall panels and the configuration is changed annually

Year-Round Escape Rooms:

A 60-80 minute horror themed escape experience where guests try to "escape" a series of rooms by solving problems and performing physical tasks before time runs out.

- Operating hours: Sunday through Thursday 3pm - 11pm, Friday and Saturday 2pm - 12am

- Fixed group sizes of 4-8 people begin the experience every 20 minutes
- Maximum # of guests per night for 2 escape rooms is 480 persons

Year-Round Horror Movie Theater:

A horror themed movie theater specializing in classic horror movies. An immersive experience including costumed actors and staff.

- (2) intimately sized screening rooms with a max capacity of 60 persons each
- Movie start times: Sunday through Thursday 5pm - 9:30pm, Friday and Saturday 5pm - 10:30pm
- Pre-packaged food and concessions will be sold, including candy, popcorn, nachos, pretzels, soda, etc.

Multi-Purpose Space - Temporary Attractions:

An open format multi-purpose space to be used for various possible attractions on a temporary basis.

- Possible attractions could include a virtual reality experience or a temporary Halloween experience or maze
- Hours of operation will match the escape room, movie theater, or Halloween maze



shulman bastian
friedman & bui LLP

RECEIVED

JUN 03 2024

CITY CLERK'S OFFICE

Melissa Davis Lowe
Attorney at Law
MLowe@shulmanbastian.com

Please reply to Irvine

James C. Bastian, Jr.
Shane M. Blomstad*
Lynda T. Bui
Bryan W. Cabrera
Max Casal
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Eric P. Francisconi
Alan J. Friedman**
J. Ronald Ignatuk
Rika M. Kido
Mimi Lin
Ryan D. O'Dea
Gary A. Pemberton
Holly M. Ratzlaff
Leonard M. Shulman
Brooke S. Thompson

June 3, 2024

Via Personal Delivery

City Council for the City of Buena Park
Adria M. Jimenez, City Clerk
6650 Beach Blvd., First Floor
Buena Park, CA 90622

Re: Appeal of Planning Commission Decision

Dear City Council:

Please find below the appeal of John Parlet, owner of John's Incredible Pizza Co., to the Planning Commission Decision to Approve Conditional Use Permit No. CU-23-5.

**Appeal of Planning Commission Decision
To Approve Conditional Use Permit No. CU-23-5
Buena Park Municipal Code Chapter 19.120**

Of Counsel to the Firm
Eric D. Dean
Joseph M. Galosic

*Also admitted to
practice in Nevada

**Also admitted to
practice in Texas

Appellant:	John Parlet, Owner John's Incredible Pizza Co.
Applicant:	Heather Luther, 360 E. 1 st Street #667, Tustin California 92780
Property Owner:	NEWKOA, LLC, 3240 Wilshire Blvd, Suite 570, Los Angeles, California 90010
Property Location:	8308 On The Mall, Buena Park, California (APN 070-511-15)
Decision Being Appealed:	Planning Commission approval of Conditional Use Permit No. CU-23-5 on May 22, 2024
Grounds for Appeal:	1) the Resolution passed and adopting the Conditional Use Permit makes no findings regarding inadequate Mall parking, even though the Appellant raised the issue in writing and at the hearing.

2) Finding (g) of the adopting resolution is unsupported by substantial evidence, i.e., the adverse effects of the use and development were not “fully balanced by offsetting benefits to the public interest.” The grossly inadequate parking at the Mall was never shown to be offset by any benefit to the public by adding a new Mall tenant.

3) the Project is not exempt from the California Environmental Quality Act (“CEQA”) under the Class 1 Categorical Exemption for Existing Facilities. The “unexpected consequences” exception to using the Class 1 Categorical Exemption was never mentioned or discussed, nor is there any evidence to support this conclusion in the record. This violates CEQA, subjecting the City to the potential of litigation for failure to comply with the California Environmental Quality Act. An initial study must be undertaken, and the proper environmental study performed to remedy or mitigate the inadequate parking at the Mall.

Discussion

I. Violation of the Buena Park Municipal Code—Parking Spaces Required at the Mall

Buena Park Municipal Code § 19.536.040 (Parking Spaces Required) states: “[i]n 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.” City Staff did not explain why the 2,480 parking spaces left at the Mall after the approval of the Village at Buena Park Project in September 2023 constitutes enough parking for the Mall.

In 1971, the owner of the Buena Park Mall received a variance from the City which allowed the Mall to provide 5 parking spaces per 1000 square feet of floor area. (Exh. “A.”) The five (5) parking spaces per 1000 square feet of floor area is the current Municipal Code requirement for shopping centers. (Exh. “B.”) On September 14, 1978, the owner of the Mall entered into an agreement with Mall tenants Sears, May Co., and Penney’s. That agreement required each party to the agreement provide “within the Parking Area of its respective Tract not less than 5.0 automobile parking spaces for each 1000 square feet of Initial Planned Floor Area within such Tract.” (Ex. “C.”) The historic parking agreements called for, and met, the current-day required parking for the Mall. After the City’s approval of the Village at Buena Park in September 2023

June 3, 2024

Page 3

("Village Project") the Mall parking has been cut in half with no evidence of mitigation of any kind. The parking is now inadequate under the past agreements and the current Municipal Code.

When questioned about parking, City Staff equivocated simply stating when the Mall was entitled in the 1970's parking was created for the entire Mall, so the proposed use within the Mall (needing 138 parking spaces) would not change that calculation. (see Hearing Video at 14:41). The Assistant City Engineer speaking for the Public Works Department (who could have addressed the parking issue), did not do so focusing instead on traffic, touting the fact the proposed project would generate fewer trips than Sears ever did. (Hearing Video at 16:40.) These misleading comments ignore the fact that Sears, along with all of its parking spaces, will be demolished due to the City's approval of the Village Project removing 2,365 parking spaces from what was originally required.

Both Staff members alluded to the Parking Study done for the Village Project as if it was supportive of their conclusions, but that study proves the Village Project will reduce the Mall's original parking by nearly half. Specifically, the Parking Study for the Village Project shows with the approval of the Village Project, the Mall will **suffer an approximate 49% reduction in parking spaces (loss of 2,365 spaces) due to the reduction of the Mall's existing parking spaces from 4,845 to 2,480 spaces.** (Exh. "D," Parking Study, p. 7 ¶3.) The Parking Study shows the Mall has:

"[a] peak demand of **3,139 spaces** (at 2:00 PM) under weekend conditions, which corresponds to a **deficiency of 659 spaces** when compared against the Mall's future supply of **2,480 spaces (reduced from 4,845 existing spaces because of Project development).**"

(Exh. "D," Parking Study, p. 7 ¶3.)

The failure of the Planning Commission to be made aware of this and to address it at the hearing amounts to reversible error and justifies reconsideration by the City Council. Existing business at the Mall, as well as any new Mall tenant, will be substantially affected by the loss of one half of the required Mall parking. Additionally, there were no findings to support the Planning Commission's Finding (g) i.e., the adverse effects of the use and development are "fully balanced by offsetting benefits to the public interest." The grossly inadequate parking at the Mall is not offset by any benefit to the public and is a major detriment to the community.

II. The Use of the CEQA Class 1 Exemption Was In Error

As the City is well aware, City staff determined CU-23-5 to constitute a “project” as defined by the CEQA's Guidelines. (*Muzzy Ranch Co. v. Solano County Airport Land Use Com.* (2007) 41 Cal.4th 372, 380-381; *Arcadians for Environmental Preservation v. City of Arcadia* (2023) 88 Cal.App.5th 418, 429 (*Arcadians*).) Assuming, as City staff did here, the activity is a project, it only escapes environmental review if it is statutorily or categorically exempt from environmental review. (14 Cal. Code Regs., §§ 15300 -15333; *Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1104 (*Berkeley Hillside*.) City staff determined CU-23-5 was exempt from CEQA review by the Class 1 CEQA categorical exemption for “existing facilities.” (Cal. Code Regs., tit. 14, § 15301.)

However, City staff ignored the fact that categorical exemptions are subject to the exceptions enumerated in Guideline section 15300.2. (14 Cal. Code Regs., § 15601, subd. (b)(2) [a project is exempt from CEQA if “[t]he project is exempt pursuant to a categorical exemption...[and] **is not barred by one of the exceptions** set forth in Section 15300.2”]; *Berkeley Hillside, supra*, 60 Cal.4th at p. 1103, emphasis added [lead agency may not determine a categorical exemption applies without considering whether it is foreclosed by an exception].) The two exceptions that constrain a Class 1 categorical exemption are (1) the cumulative impacts exception and (2) the unusual circumstances exception. (14 Cal. Code Regs., § 15300.2, subds. (b),(c).)

The record here is devoid of any evidence City Staff, or the Planning Commission ever considered whether the “unusual circumstance exception” foreclosed application of the Class 1 Exemption and, consequently, the City failed to proceed in a manner required by law.

A. The Deficit of Parking Left By the City’s Approval of the Village Project Is An Unusual Circumstance Excluding the Use of a Class 1 Categorical Exemption for Subsequent Mall Projects

An agency invoking a categorical exemption may not simply ignore the unusual circumstances exception; it must “consider the issue of significant effects ... in determining whether the project is exempt from CEQA where there is some information or evidence in the record that the project might have a significant environmental effect.” (*Berkeley Hillside, supra*, 60 Cal 4th at p. 1103., citing *Association for Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720, 732.)

Here, losing 49% of the Mall’s parking spaces (**659 parking spaces** at peak operational hours) by the City’s approval of the Village Project is an unusual circumstance that should have been considered and studied by the City before approving any conditional

use permit for any new project in the Mall. The Mall parking is simply not what it used to be, and staff erred in misleading the Planning Commission that it was enough. The record lacks any substantial evidence to support the Planning Commission's conclusion and there is no evidence City staff even considered an exception to the Class 1 Categorical Exemption as required by law. Therefore, the Planning Commission abused its discretion by approving the use of a CEQA Class 1 Exemption for this project.

B. The Decrease In Mall Parking Must Be Mitigated By the City

There is no evidence in the record of the Village Project of any mitigation measure or reason the matter was left unaddressed as it was. Although the Parking Study suggested a shared parking agreement would be possible – “...**the Project could accommodate and share parking spaces with the Mall to address the Mall's 659-space deficiency in the future**”—as a Mall tenant, we are unaware a shared parking agreement exists. (See Exh.”D,” p. 7 ¶7.) This is yet another reason approval of the CU-23-5 bears reconsideration, both for the current and any future tenant of the Mall.

Under Municipal Code § 19.536.040, had a shared parking agreement been undertaken to mitigate the loss of adequate Mall parking, it would have required a CUP after an affirmative showing that (1) there would be no substantial conflict in the peak hours of parking demand for the joint uses for which joint use was proposed; (2) the number of parking spaces credited from one use to another would not result in either use being unable to maintain the minimum number of spaces necessary during peak hours of operation; and (3) the parking spaces designated for joint use were within a reasonable proximity to the use to be served. This agreement would have required City Attorney review and confirmation that the number of spaces designated for joint use would remain available. We find no evidence of approval of a CUP or a Joint Use Parking Agreement as part of the approval process for the Village leaving the Mall with a significant unmitigated parking deficit as highlighted at the outset by the Village Parking Study.

Although the City Attorney at the hearing tacitly acknowledged the impact to parking caused by the Village Project, he opined since the approval of the Mall in the 1970's the “law has changed” limiting the City's ability to require more parking without “specific findings,” which he concluded “were not justified” for this project. (See Hearing Video 36:38-40:00.) Although some Commissioners were concerned about the issue, this misleading comment by the City Attorney foreclosed further discussion that should have ensued.

If the City Attorney's reference to “changed law” was AB 2097 adding Section 65863.2 to the Government Code in 2023, the Planning Commission did not ask for any explanation. Although AB 2097 now prohibits public agencies from requiring parking restrictions for any development projects (residential, commercial or other) within a

half-mile of public transit, the new law **allows** an exception to this prohibition if the government agency makes (and supports) written findings showing the loss of parking will have a **substantial negative impact on existing commercial parking facilities**. Although there are bus stops near the mall--assuming the Mall bus stops actually fit the definition of "public transit"¹—the City could still have considered the substantial loss of parking and made findings to support use of the exception to solve the unmitigated loss of parking that now exists at the Mall after the City's approval of the Village Project. The Planning Commission should not have merely accept the City Attorney's conclusion that such an inquiry was "not justified." It was required to address the issue and make appropriate legislative findings.

III. Conclusion

Approval of CU-23-5 by the Planning Commission was an abuse of discretion and violated the law. The acceptance of City Staff's finding the project was categorically exempt from CEQA, and not heeding the Appellant's objection that substantial evidence existed to show an unusual circumstance existed, was grievously in error. The approval of CU-23-5 must be rescinded by the City Council. Further action must be taken to mitigate the effect the loss of Mall parking will have on the environment under CEQA, on current and future Mall tenants and on the surrounding residents of the City.

Thank you for your consideration.

Respectfully Submitted,

SHULMAN BASTIAN FRIEDMAN & BUI LLP


Melissa Davis Lowe

Enclosure

cc: Carmen Brock, Esq. (Via Email)

¹ "Public transit" under Government Code Section 65863.2 includes (1) a bus rapid transit station; and (2) a bus stop with two or more major bus routes with buses coming at least every 15 minutes during peak periods. (Cal. Pub. Res. Code § 21064.3, subds. (a), (c).)

EXHIBIT A

Variance No. 79 I

VARIANCE NO. V-791

City Freeholds (USA) Inc.
Charles V. Thornton, III Esq.
Charles Kober Asso.

Buena Park Shopping Center

P. C. Approved 6/77

A.P. No. 70-511-04

ADJUSTMENT NO. _____ SIGN PLAN NO. _____

NAME ADDRESS PHONE NUMBER

Mr. Lynn. 929-1720

Arch: Charles Kober Associates, 2706 Wilshire Blvd, Lg 90067 213-386-7534

Existing Zoning C-3

Prelim. Building Plans to Fire and Building Departments 6-6-77

PAPERS MAILED OUT 7-1-77 7-11-77
 Mr. A for [illegible] [illegible] & [illegible] [illegible] [illegible]
 [illegible] [illegible] [illegible] [illegible] [illegible]

CITY COUNCIL ACTION

RESOLUTION OR FURTHER ACTION TO:

Applicant	1/2	1/2
City Clerk	1/2	1/2
Building Dept.	1/2	1/2
City Eng. Div.	1/2	1/2
Fire Dept.	1/2	1/2
Other	1/2	1/2

APPROVED PLAN TO:

Applicant _____
City Clerk _____
Building Dept. _____
City Eng. Div. _____
Fire Dept. _____
Other _____

Endscape Plans Received

To Departments **Back**

Approved copy to Applicant

EXPIRATION DATE 12-19-77

STEVENSON CONDITIONS RECEIVED 8-1-77

30

APPLICATION FOR VARIANCE

CITY OF BUENA PARK

FILING FEE: \$25-Yards & Setbacks
\$75-Others

NO. V-791

ASSESSOR'S
PARCEL NO. 070-511-04

01403

1. City Freeholds (USA) Inc. 8308 On-The-Mall, Buena Park 90620 714/828-7722
PROPERTY OWNER ADDRESS ZIP PHONE

Charles V. Thornton, III Esq.

2. Paul, Hastings, Janofsky & Walker, 555 S. Flower, L.A. 90071 213/489-4000
AUTHORIZED AGENT ADDRESS ZIP PHONE

3. PROPERTY ADDRESS: (See attached survey & legal description. LOT 1 TRACT 3069 ZONE C-2
IF FOREGOING LEGAL DESCRIPTION IS INCOMPLETE, ATTACH 8 COPIES OF METES AND BOUNDS
Description.

4. APPLICATION IS HEREBY MADE FOR A VARIANCE FROM SECTION 34-200, 34-201 TO PERMIT:

34-200: Request parking requirements to be 5 spaces per ¹⁰⁰⁰ sq. ft. of gross leasable
floor area. *See attachment.

34-201: Request 60° parking space dimensions as follows: stall space 9'-0" X 18'-0";
aisle width 19'-0".

5. HARDSHIP INVOLVED: Developer proposes to provide parking in accordance with current
accepted standards of the industry. Statistics indicate that there is presently excess
parking available for the existing center. Site area available would be insufficient to
allow the current requirement for number and size of parking spaces.

6. SAID PROPERTY IS NOW IMPROVED AS FOLLOWS: Shopping Center

DATE: June 3, 1977

SIGNATURE OF City Freeholds (U.S.A.), Inc.
PROPERTY OWNER

OR
SIGNATURE OF
AUTHORIZED AGENT

Charles V. Thornton III

AUTHORIZED AGENT MAY NOT SIGN UNLESS WRITTEN AUTHORIZATION FROM OWNER IS
ATTACHED TO APPLICATION.

RECEIVING OFFICE

Date Rec'd: 6-3-77
Filing Fee: \$75
Attachments: 913 + 35

PLANNING COM. / ZONING BOARD

Hearing Date: 6-22-77
Publication Date: 6-8-77
Notice Mailing Date: 6-10-77
Posting Date: 6-10-77
Action: Approved 2939

CITY COUNCIL

Hearing Date: 7-5-77
Action: _____

V-791 5

ATTACHMENT TO
APPLICATION FOR VARIANCE

Gross Leaseable Floor Area means the area in the Center exclusively appropriated for use by a single tenant except basement and mezzanine storage areas, employee cafeterias, Center management offices, gasoline sales and service areas, areas occupied by structural components (e.g., walls and columns), and truck areas.

V-791⁵

b1

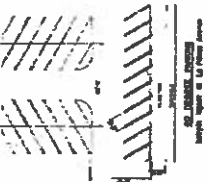
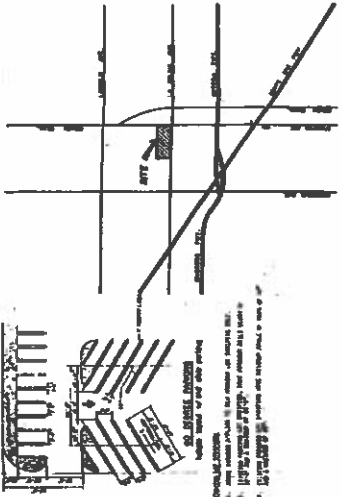
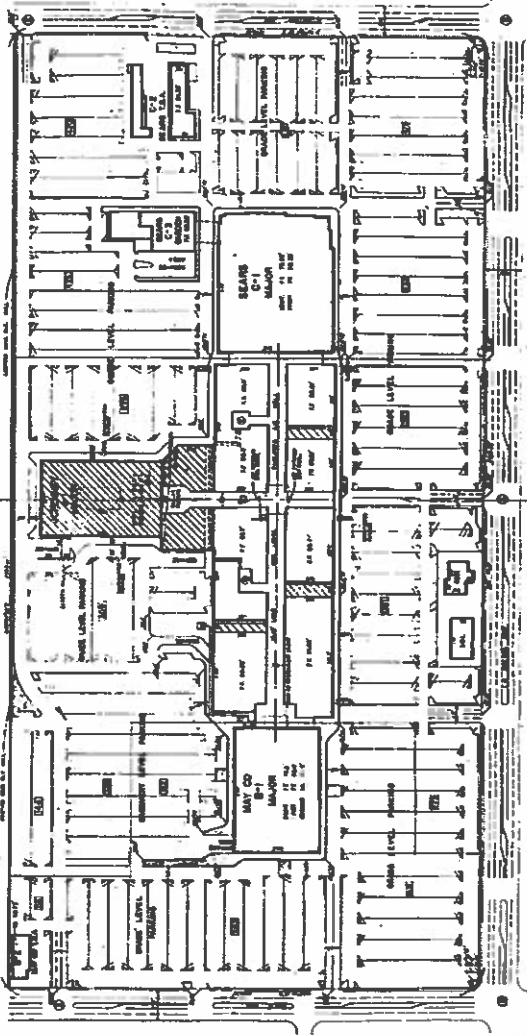
VARIANCE NO. V-791

2 of 15

|

Charles Kober Associates

GLENA PARK SHOPPING CTR.

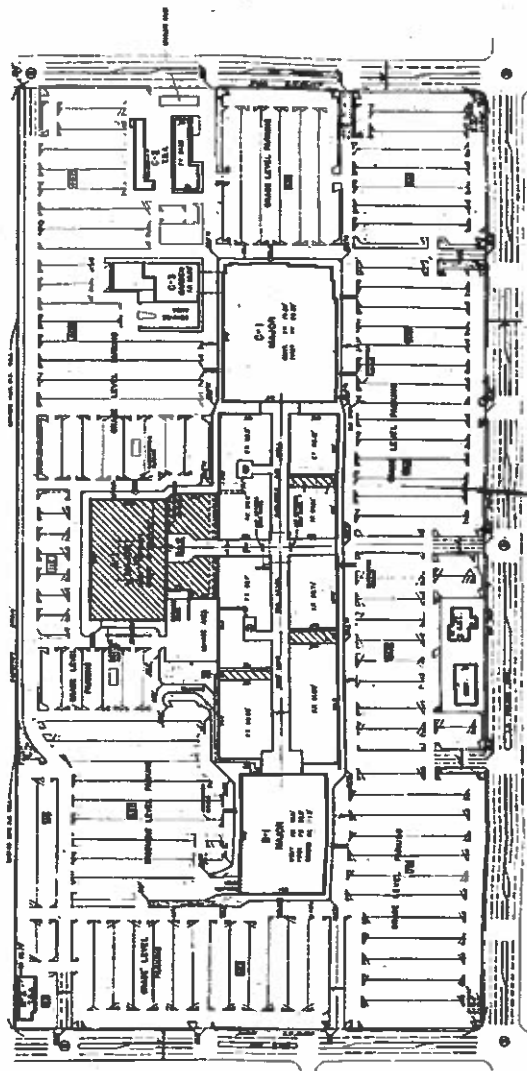
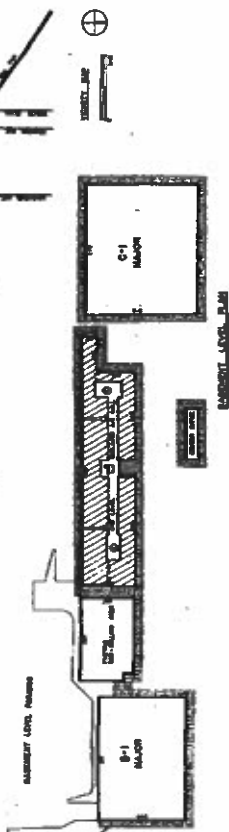
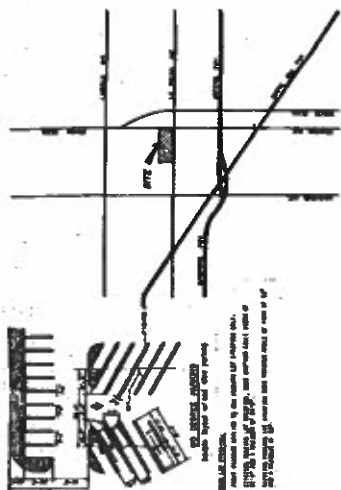


1. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

- 1.1. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.2. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.3. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.4. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.5. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.6. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.7. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.8. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.9. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 1.10. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

2. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

- 2.1. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 2.2. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 2.3. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
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- 2.10. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

[illegible][illegible]

Section 2. The Planning Commission, therefore, does grant the variance per submitted plans stamped "RECEIVED JUN 3 1977".

Section 3. The Planning Commission orders the following reasonable conditions attached to the granting of this variance to assure the intent and purpose of Chapter 34, Article XXIII of the City Code of the City of Buena Park:

1. It is the responsibility of the owner or applicant to check all easements pertaining to the subject property prior to submission of the plan for approval. All plans shall recognize such easements.
2. The development shall conform to the plan as finally approved by the City, and any appreciable modification shall require the prior approval of the City Planning Commission.

BUILDING DEPARTMENT:

3. Fire Zone 2.
4. Construction shall be limited to types I, II, III and Type V One Hour.
5. Roofs shall be fire retardant.

FIRE DEPARTMENT:

6. Fire extinguishers are required.
7. Automatic fire sprinkler plans shall be submitted to the Chief of the Fire Department for approval prior to construction.
8. Plans for this facility shall be submitted to the Fire Department for review.

ENGINEERING DIVISION:

9. In accordance with the State Subdivision Map Act and Chapter 27 of the Buena Park City Code, a tentative Parcel Map shall be approved by the City Council and a Final Parcel Map approved by the City Engineer and recorded by the County of Orange. Prior to the issuance of the grading permit the Final Parcel Map shall be submitted for review. After recording, a reproducible and cloth print shall be supplied the City.
10. Owner shall dedicate easements for mutual access, water and sewer lines. A copy of the title report and legal description of required easements shall be submitted to the Engineering Division for review prior to the issuance of grading permit. After review, documents shall be returned to the developer who shall have it signed, notarized and returned to the City for acceptance and recording. Easements may be dedicated on the parcel map.

V-791

11. Grading plan shall be prepared by a Registered Civil Engineer and two (2) prints submitted to the Engineering Division for review. After being reviewed by the Engineering Division, a reproducible and two blue-line prints shall be submitted for approval. Grading plan check fee and permit fee shall be paid to and obtained from the Engineering Division. Plan shall conform with STD. GP-1 and fees shall be in conformance with Chapter 70 of the Uniform Building Code.
12. If the most northerly drive approach on Stanton Avenue is to be altered, a minimum of a 36' wide drive approach of the curb return type with wheelchair ramps shall be installed in accordance with City Standards and permits issued therefor by the City Engineering Division. Existing curb, gutter, sidewalk, and drive approach shall be removed and reconstructed to facilitate new drive approach.
13. Connection shall be made to the City sewer in accordance with City Standards and in accordance with permits issued therefor by the City Engineering Division. Orange County Sanitation District fee shall be paid to the City.
14. Connection shall be made to the City water in accordance with City Standards and in accordance with permits issued therefor by the City Engineering Division.
15. Backflow prevention devices for cross connection control shall be required in accordance with Section 17 of the California Administrative Code and Section 33-19 of the Code of the City of Buena Park.
16. A water distribution and/or fire protection system plan shall be prepared and signed by a Registered Civil Engineer and submitted to City Engineer and City Fire Department for approval. Dedication of a 15' wide easement may be required.
17. All retaining walls and block wall construction shall be per City Standards or plans approved by the Engineering Division. Permits for required block walls and retaining walls shall be obtained from the Engineering Division.
18. The main driveway on La Palma Avenue shall be restriped to provide for a free right turn. Striping plans shall be submitted to Engineering Division for approval.
19. Grading plan approval and payment of all fees are required by the City of Buena Park Engineering Division prior to issuance of a building permit for any construction.

PLANNING DEPARTMENT:

20. Approval of this Variance shall not be construed to be final approval of the floor plans or elevations of the structure. Such Plans shown within this application are intended to be conceptual only and final plans must be submitted to the Planning Commission for approval.
21. All lighting and illuminated signs shall be designed so as in no way to disturb the residents in adjacent districts or disturb the traffic.

V-791

22. All signs shall conform to the Zoning and Sign Ordinances of the City and require separate approval.
23. All required utility services shall be underground. All required utility services and equipment, including transformers, gas meters, "J" boxes, and similar devices shall be located below grade or shall be screened from public view. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Department. Landscaping alone will not be considered as a solution for screening. A utility plan with sufficient detail to show the location and treatment of utility equipment, appurtenances, and meters, which has been reviewed and approved by the utility companies involved, shall be submitted to the Planning Department for review and approval prior to the issuance of building permits.
24. No roof-mounted mechanical equipment shall be permitted unless such equipment is not visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and Section 34-258.1 of the City Code.
25. Four sets of detailed landscaping/irrigation/sprinkler plans shall be submitted to the Planning Department for review and approval prior to the issuance of building permits. Landscaping as approved and provided with an adequate, permanent sprinkler system shall be considered a part of this plan and shall be installed and maintained by the developer.
26. If City approval is contingent on any changes to the plans as submitted, the applicant shall submit four copies of revised plans, incorporating all approved overlays, modifications, etc., to the Planning Department prior to the issuance of building permits.
27. This Variance may be revoked for any violation of or noncompliance with any of these conditions in accordance with Section 34-219 of the Zoning Ordinance.
28. The use authorized by this Variance shall be commenced or construction necessary and incidental thereto shall be started on or before the time limit specified herein and thereafter diligently advanced, or, if no time is specified, on or before 180 days after the date such permit was approved by the City.
29. Prior to any occupancy permit being granted, these conditions and all improvements shall be completed to the satisfaction of the City.

APPROVED AND ADOPTED this 22nd day of June, 1977, by the following called vote of the Planning Commission:

V-791

RESOLUTION NO. 2939
Variance No. V-791

June 22, 1977
Page 5 of 5

AYES: 6 COMMISSIONERS: Cuervo, House, Reese, Twardowski, Wickstrom, McBurney
NAYS: 0 COMMISSIONERS: None
ABSENT: 1 COMMISSIONER: Kruger

ATTEST:

E. C. McBurney
E. C. McBurney, Chairman

James L. Egle
Secretary

NOTE: Action of the Planning Commission shall be final unless an interested party appeals in writing to the City Clerk within ten days after such action, or unless any member of the City Council elects, either in writing or by special announcement at a City Council meeting within ten days, to review the proceedings.

AFFIDAVIT OF ACCEPTANCE:

I/We do hereby accept all of the conditions contained in this document and all other conditions imposed by Variance No. V-791 and do agree that I/We shall conform with and abide by all of such conditions.

Date: 29 July 1977

[Signature]
(Applicant's Signature)

President, City Freeholds (USA), Inc.

V-791

TO: Orange County Clerk
515 N. Sycamore
Santa Ana, California 92701

DATE: June 23, 1977

NOTICE OF DETERMINATION
(On Negative Declaration #E-V-791)

PROJECT TITLE: Buena Park Shopping Center

PROJECT LOCATION (Specific):

8308 On-The-Mall, Buena Park, California

CITY: Buena Park
COUNTY: Orange

DESCRIPTION OF PROJECT:

Construct an additional retail facility and enclose an existing Mall area.

RESULTS OF DECISION:

The construction and completion of this project as described will have no significant adverse impact upon the environment and the lead agency has determined that all mitigating measures required have been incorporated within the design and therefore approve the project relative to its environmental impact.

DETERMINATION: The Planning Commission/Zoning Administrator/City Council has reviewed and considered the Negative Declaration and relevant information and has determined that the project will not have a significant effect on the environment, wherefore environmental impact report has not been prepared pursuant to the provisions of the California Environmental Impact Act, 1970, and amended 1976.

LEAD AGENCY: City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90620

DIVISION: Planning Department

CONTACT PERSON: J. David Kennon
Associate Planner,
Administrator of Current Planning

PHONE: 714-521-9900 Ext. 57

attachments: Negative Declaration #E-V-791

V-791

MEMORANDUM

June 29, 1977

TO: THE HONORABLE CITY COUNCIL
FROM: Planning Department
SUBJECT: VARIANCE NO. V-791
Reduction of parking stall width and aisle width and number of spaces,
for expansion of B.P. Shopping Center

SUMMARY

Application is for reduction of parking requirements, reduction of parking stall width and width of driving aisle, in conjunction with the expansion of the Buena Park Shopping Center, C-2 zone, La Palma/Stanton/Dale.

No one spoke in opposition.

Planning Commission approved 6:0 (1 absent).

ENC:slo

V-791 5

EXHIBIT B

Buena Park Municipal Code Chapter 19.536

CHAPTER 19.536
Development Standards—Vehicular Provisions

§ 19.536.010. 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 about 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 about the subject property and are required in order to conform to improvement standards approved by the City Council shall be installed, or a 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.

§ 19.536.020. 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 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 alleys, or at an angle point where the alignment of an alley changes by sixty degrees or more: a triangular area measuring fifteen 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. 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 required vision clearance area:

1. Fences, walls, and hedges, not over 2 feet high.
2. Landscaping, not over 2 feet high.
3. Access walkways.
4. Signs, subject to sign location and design requirements of Section 19.912.010 of Division 9.

§ 19.536.030. 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 19.536.030.
 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 commercial and industrial zones, the minimum length of a driveway extending from a street to a parking area shall be 20 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 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 feet.

Table 19.536.030 DRIVEWAY WIDTHS		
All zones	Minimum Driveway Width	Maximum Driveway Width
One-way	13 feet	35 feet
Two-way	25 feet	35 feet

F. **Driveway Curvature.** The minimum turning radius for any curve in a driveway shall be twenty-five feet measured to the outside edge of the driveway.

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. 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.

§ 19.536.040. 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 19.536.040, 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. For uses or property for which no parking requirement is set forth in Table 19.536.040, 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 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 19.536.040 PARKING SPACES REQUIRED	
Use	Parking Spaces Required
Residential Uses	
Group quarters:	
• Rooming house, dormitory, sorority, fraternity, etc.	1 space per sleeping room (plus 1 space per 100 square feet 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 square feet of total net floor area in sleeping rooms which are in excess of 150 square feet in each such room).
Public Service Uses	
Community Day Care:	
• Child / adult day care center.	1 space per employee plus 1 passenger loading space per 6 children or adults under supervision. Joint use with church parking allowed.
Health Facilities:	
• Long-term health care facility (convalescent or nursing home).	0.5 space per bed plus 2 spaces for any manager's dwelling unit.
• Hospital.	2 spaces per bed.
• Medical, dental clinic.	5 spaces per 1,000 square feet gross floor area. Note: For a structure serving multiple tenants, a common pedestrian concourse, common lobby, common service and mechanical rooms, and common public restrooms shall not be considered as part of the gross floor area.
Public Assembly:	
• Church.	1 space per 3 fixed seats (or 4.5 feet of bench) plus 1 space per 40 square feet of other net assembly area in the one largest assembly room. 10 spaces minimum.
• Mortuary.	1 space per 3 fixed seats or 4.5 feet of bench.
• Recreation hall, community center, club or lodge, conference rooms, banquet rooms.	10 spaces per 1,000 square feet of gross floor area.
• Library, museum, art gallery.	3 spaces per 1,000 square feet of gross floor area.
Education:	
• Elementary or junior high school, tutoring.	1 space per 200 square feet teaching area, or public assembly requirement, whichever is greater.
• Senior high school, tutoring.	1 space per 100 square feet teaching area, or public assembly requirement, whichever is greater.

Table 19.536.040 PARKING SPACES REQUIRED	
Use	Parking Spaces Required
• College, university, vocational, business or trade school, tutoring.	33 spaces per 1,000 square feet of gross floor area of classrooms, lab or other instructional floor area plus 4 spaces per 1,000 square feet of office or administrative floor area.
Recreation:	
• Passive park (no buildings or sport facilities).	2 spaces per acre.
• Golf driving range.	1.5 spaces per tee plus requirements for other facilities.
• Miniature golf.	2 spaces per 1,000 square feet lot area.
• Tennis.	3 spaces per court.
• Swimming pool.	1.5 spaces per 100 square feet pool and deck area.
Commercial Recreation:	
• Auditorium, theater, gymnasium, outdoor stadium arena, outdoor grandstand.	1 space per 3 fixed seats or 4.5 feet of bench.
• Adult movie theater.	1 space per 2.24 fixed seats.
• Cabaret.	33.3 spaces per 1,000 square feet of gross floor area.
• Dancehall.	35 spaces per 1,000 square feet of dance floor area.
• Skating rink.	5 spaces per 1,000 square feet of rink area, plus requirement for any accessory use; i.e., full-service restaurant, arcades, etc.
• Bowling alley.	3 spaces per alley plus requirement for other activities.
• Racquetball or handball courts.	3 spaces per court plus requirement for other activities.
• Athletic club.	6.67 spaces per 1,000 square feet gross floor area.
• Other commercial recreation (not public assembly or outdoor).	5 spaces per 1,000 square feet gross floor area.
• Auditorium, theater, gymnasium.	1 space per 3 fixed seats or 4.5 feet of bench.
Commercial Uses:	
• Eating and drinking (including fast food establishments and free-standing restaurants in integrated developments).	10 spaces per 1,000 square feet gross floor area including outdoor eating and drinking areas. 10 spaces minimum.
• Eating establishments, take-out only with no public restrooms and seating for less than 10.	5 spaces per 1,000 square feet gross floor area. 5 spaces minimum if located on a separate parcel.
• Hotel or motel.	1 space per guest room plus requirements for other uses such as restaurant, public assembly, and recreational facilities open to the public.
• Offices—General.	4 spaces per 1,000 square feet gross floor area. Note: For a structure serving multiple tenants, a common pedestrian concourse, common lobby, common service and mechanical rooms, and common public restrooms shall not be considered as part of the gross floor area.
• Bank.	6 spaces per 1,000 square feet gross floor area.
• Retail goods and services.	5 spaces per 1,000 square feet gross floor area.

Table 19.536.040 PARKING SPACES REQUIRED	
Use	Parking Spaces Required
• Shopping center.	5 spaces per 1,000 square feet gross floor area. Except for free-standing restaurants within a center, up to 20 percent of the total other floor area may be allowed in uses with higher parking requirements without applying such higher requirements. Note: For a structure serving multiple tenants, a common pedestrian concourse, common lobby, common service and mechanical rooms, and common public restrooms shall not be considered as part of the gross floor area
• Indoor swap meet.	12 spaces per 1,000 square feet gross floor area.
• Outdoor swap meet.	12 spaces per 1,000 square feet gross sales area.
• Retail plant nursery.	1 space per 1,000 square feet sales and display area (indoor and outdoor). 5 spaces minimum.
• Vehicle sales or display.	2.5 spaces per 1,000 square feet gross floor area plus 1 space per 1,000 square feet outdoor display area. 5 spaces minimum. To be clearly marked and not used for display or storage of vehicle inventory.
• Passenger transportation terminal.	To be determined under conditional use permit.
• Public utility facilities with no employees or visitors (transformer stations, pumping stations, etc.).	No requirement.
• Other uses in commercial zones.	5 spaces per 1,000 square feet gross floor area.
Drive-In Facilities:	
• Automobile service station.	5 parking spaces per 1,000 square feet gross floor area, 4 spaces minimum, plus 3 waiting spaces per service lane.
• Car wash—Full service.	10 parking spaces plus 30 waiting spaces ahead of each wash lane plus 10 waiting spaces after each wash lane.
• Car wash—Drive-through.	5 parking spaces plus 3 waiting spaces ahead of each wash lane plus 2 waiting spaces after each wash lane.
• Car wash—Self-service.	1 waiting space ahead of each stall plus 1 other waiting space per stall.
• Drive-in theater.	Waiting spaces ahead of entry gate as determined under conditional use permit.
• Drive-in bank.	6 spaces per 1,000 square feet gross floor area plus 5 waiting spaces ahead and 1 space after each transaction device.
• Drive-in restaurant.	10 spaces per 1,000 square feet gross floor area including outdoor eating area, 10 spaces minimum, plus 5 waiting spaces ahead and 1 space after each drive-through service window.
• Drive-in dairy, drive-in cleaners.	5 spaces per 1,000 square feet gross floor area plus 5 waiting spaces ahead and 1 space after each drive-through service window.
• Photofinishing drop-off.	1 waiting space ahead and 1 space after each service pickup station-window.
• Other drive-in facilities.	Other applicable requirements for use plus 3 waiting spaces ahead plus 1 space after each drive-through service window or station.
Industrial Uses:	
• Mini-storage space rental for public self-storage.	1 space per 150 storage units (with a minimum 4 spaces required) plus 4 spaces per 1,000 square feet gross floor area for related office use (with a minimum 4 spaces required) plus 2 covered parking spaces for any on-site manager's living quarters.

Table 19.536.040 PARKING SPACES REQUIRED		
Use	Parking Spaces Required	
• Industry, wholesale, warehouse, distribution, and similar uses permitted in industrial zones.	For each building, sum of spaces computed as follows:	
	Number of Spaces Per One Thousand Square Feet Gross Floor Area	Computed on Gross Floor Area Increment of (in square feet)
	3	First 10,000
	2	Next 40,000
	1	Next 50,000
	0.5	Above 100,000
	2 spaces minimum per use. Up to 20 percent of gross floor area per tenant may be in related office use without applying different parking requirement for offices.	

(Ord. 1445 § 8, 2003; Ord. 1478 § 5, 2005)

§ 19.536.050. Parking Location.

- A. Required 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. Within the "CBD" redevelopment project area, required parking may be located within three hundred feet of the lot served, subject to a recorded covenant as provided in subsection B of this section.
 3. 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.

§ 19.536.060. Parking Dimensions and Layout.

Table 19.536.060 PARKING LAYOUT STANDARDS										
Type of Space:	Stall		One-Way				Two-Way			
	Width in feet	Length in feet	30°	45°	60°	90°	30°	45°	60°	90°
Standard Car Parking:										
Angle Parking:										
• Commercial use	9 (1)	19	13	15	20	25	20	20	20	25
• Industrial use	8.5 (1)	19	13	15	20	25	20	20	20	25
Parallel parking	8	23								
Compact Car Parking:										
Angle Parking:	8 (1)	16	13	15	20	25	20	20	20	25
Parallel parking	7	18								
Waiting (Queuing) Spaces	9	20								
Passenger Loading:										
Parallel to curb	8	23								
At angle to curb	9.5	19								

Note:

(1)

With ninety-degree angle parking, an end stall shall be provided with a 2' wide planter adjacent to a wall or structure.

- A. Except as further provided in this section, the layout of parking areas shall meet the standards shown in Table 19.536.060, 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 twenty percent of the spaces provided, together with their associated parking aisles, shall have a clear height of at least seven feet.
- D. Parking spaces for the handicapped shall be provided in accordance with state standards.
- E. Required parking spaces shall meet the requirements for standard car parking as shown in Table 19.536.060, entitled Parking Layout Standards; except, for any parking area of ten or more spaces, not more than thirty 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.
- F. Any parking area shall provide internal circulation for access to all spaces without causing vehicles to back into or reenter a street.
- G. Waiting (queuing) spaces shall not overlap parking aisles or driveways.

§ 19.536.070. 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:
 - a. Portland cement concrete, three and five-eighths inches thick;
 - b. Asphalt, one and one-half inches thick on a four inch aggregate base;
 - c. 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 three feet inside the front boundary of the stalls.
- 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.**
 - a. **All Commercial and Industrial Zones.** Within the parking area of any parking lot with ten or more parking spaces, an area equal to at least seven percent of the total parking and driveway area shall be landscaped with trees and some combination of shrubs, vines and ground cover.
 - b. **Industrial Zones.** In the industrial zones, the landscaping requirement for parking areas located beyond the required building setbacks along a street may be reduced to three percent.
 - c. **CR Zone.** For all properties in the CR zone, additional parking lot landscaping requirements apply pursuant to Chapter 19.556.
 - d. 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.
 - e. All portions of a parking area not improved for parking aisles and stalls and more than five feet by five feet in size shall be landscaped. Any portion of the parking area not landscaped shall be paved.
 - f. **Curbs Required.** At all boundaries between landscaped areas and paving, a 6-inch-high concrete curb shall be provided.
 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. For industrial uses: single or double lines separating stalls;
 2. For other uses: double lines separating stalls, with minimum 4-inch-wide stripes and a minimum 8 inch separation;
 3. Spaces for handicapped parking and for compact cars shall be so identified;

4. 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:
 - a. The equivalent of one foot candle minimum of illumination shall be provided throughout the parking area.
 - b. 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. (Ord. 1382 § 16, 1998)

§ 19.536.080. 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, there shall be no openings, other than for pedestrian or vehicular access, in any wall which faces the residential zone. Furthermore, any ramp and the top level parking surface within 50 feet of a residential zone shall have a minimum 6 feet high perimeter solid wall as measured from the floor of the parking surface.
- B. For the purpose of screening parked vehicles from public view on all other levels, there shall be a minimum 36 inch high perimeter architectural screen, measured from the finished floor, for all parking areas within the structure.
- 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.

§ 19.536.090. Service Bays.

Any opening in a building equal to or greater than eight by eight feet where such opening abuts a vehicular area and provides access primarily for the servicing of vehicles, including auto lube/repair, carwash, and tire/brake service, etc., shall be considered as a service bay. Such service bays shall comply with the following requirements:

- A. No service bay shall face a public street, except as permitted within this section.
- B. A service bay facing a public street may be authorized with a conditional use permit, subject to sufficient setback and sight-screening measures to be established under the conditional use permit procedure.

§ 19.536.100. Loading Areas.

- A. Each nonresidential use shall provide off-street loading spaces as shown in Table 19.536.100, entitled Loading Space Requirements.
- B. No loading space shall be located in a manner that, when occupied, blocks any driveway, parking space, or access to a parking space.
- C. All loading doors, loading docks and truck maneuvering areas, whether required or not, shall be accessible and functional in accordance with any truck maneuvering standards which may be adopted pursuant to Section 19.124.050.
- D. Any door in a building equal to or greater than eight by eight feet where such door abuts a vehicular area and does not meet the criteria of Section 19.536.090 for a service bay shall be considered as a loading door. Such loading doors shall comply with the following requirements:
 1. No loading door or loading dock shall face a public street, except as permitted within this section.
 2. Within the industrial zones, a loading door facing a public street may be authorized with a conditional use permit, subject to the circulation requirements of this Chapter and sufficient setback and sight-screening measures to be established under the conditional use permit procedure.

Table 19.536.100 LOADING SPACE REQUIREMENTS				
Category	Gross Building Floor Area (in square feet)	For Each Building		
		Number of Loading Spaces Required by Type		
		Type A	Type B	Type C
Hotels and office buildings	0—5,000	0		
	5,000—50,000	1		
	50,000—100,000	1		

Table 19.536.100 LOADING SPACE REQUIREMENTS				
For Each Building				
Category	Gross Building Floor Area (in square feet)	Number of Loading Spaces Required by Type		
		Type A	Type B	Type C
	More than 100,000	1	1	
Commercial zones (CO, CS, CG, CR)	0—5,000	0		
	5,000—20,000	1		
	20,000—40,000	2		
	40,000—100,000	2	1	
	More than 100,000	2	1	1
Industrial zones (CM, MR, ML~MH)	0—5,000		0	
	5,000—20,000		1 (1)	
	20,000—40,000		2	
	40,000—100,000		2	
	More than 100,000		2	2

Dimension of Loading Spaces (in feet)				
Type	Length	Width	Height	Apron (2)
A	20	12	14	25
B	40	10	14	46
	40	12	14	43
	40	14	14	39
C	60	10	14	72
	60	12	14	63
	60	14	14	60

Notes:

(1)

For industrial buildings under 20,000 square feet, the type B loading space may be substituted with a type A loading space.

(2)

An "apron" is an extension of the length of the loading space to provide for maneuvering of trucks. The apron may overlap an alley, driveway, parking aisle, or another loading space, but not a street or parking space.

(Ord. 1382 § 17, 1998)

EXHIBIT C

**Article 9 Section 9 of August 9, 1978 Amended and Restated
Construction, Operation and Reciprocal Easement
Agreement Between City Freeholds, May, Penney, and Sears**

ARTICLE 9 - AUTOMOBILE PARKING RATIOS AND CHARGES

Section 9. Minimum Parking Ratio. Each Party shall at all times during the term hereof provide and maintain within the Parking Area of its respective Tract not less than 5.0 automobile parking spaces for each 1000 square feet of Initial Planned Floor Area within such Tract. Each parking space on the Developer Owned Land, shall have, regardless of angles of parking, a width of 9' on center, measured at right angles to the side lines of the parking space. Parking lanes or bays on the Developer Owned Land which include two rows of parking spaces and incidental driveway shall have the following minimum widths at the angle of the parking designated below:

DEGREES	WIDTHS OF BAYS
45°	48'
52 1/2°	50'
60°	55'
65°	58'
90°	63'

Each Party severally agrees with the others to take no action which would reduce the parking ratios below those specified herein.

Section 9.2 Free Parking. Except as provided in Section 8.4, unless all Parties otherwise consent and agree in writing, no charge of any type shall be made to or collected from Permittees for parking or the right to park vehicles in the Parking Area, except such Common Area Maintenance Cost

-72-

4-11-77 11-9-77
6-3-77 2-7-78
7-6-77
9-20-77

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EXHIBIT D

2022-04-11 Parking Study

RECEIVED
APR 13 2022
PLANNING DIV



April 11, 2022

Mr. Will Geier
Merlone Geier Partners
4365 Executive Drive, Suite 1400
San Diego, California 92121

LLG Reference: 2.21.4481.1

Subject: **Parking Study for The Village at Buena Park**
Buena Park, California

Dear Mr. Geier:

As requested, Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit the updated findings of a Parking Study we completed for The Village at Buena Park ("Project").

The study effort included undertaking the following key steps:

- a) Calculate the City Code-based parking requirements for the multifamily residential Project based on the application of City Code parking ratios, and compare apartment and townhome demand against proposed off-street and on-street supply within the Project site to identify any Code-based surplus or deficiency for the Project.
- b) Compare City Code parking ratios for multifamily residential to industry standards developed by the Institute of Transportation Engineers (ITE) and Urban Land Institute (ULI), and code ratios of other cities.
- c) Provide empirical parking ratios derived by LLG from existing multifamily developments, and industry references.
- d) Evaluate parking needs for Downtown Buena Park ("Mall") without and with the residential Project based on the application of the methodology outlined in ULI's *Shared Parking*, 3rd Edition (2020), and compare Mall demand against existing and future Mall supply to determine any surplus or deficiency for the Mall.
- e) Apply empirical ratios to the Project components to estimate parking demand for the Project, and compare against proposed off-street and on-street supply within the Project site to identify any operational surplus or deficiency for the Project. Determine whether the Project could accommodate sharing spaces with the Mall.

Engineers & Planners
Traffic
Transportation
Parking

**Linscott, Law &
Greenspan, Engineers**
2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 r
949.825.6173 f
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clare M. Look-Jeeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

Briefly, our findings indicate that the proposed Project supply of 2,971 spaces will be adequate in meeting the Project's future parking demand of 1,922 spaces, resulting in a parking surplus of 979 spaces for the apartment and townhome Project. Based on this Project surplus, parking spaces could be shared with the Mall to address the Mall's future parking deficiency of 659 spaces.

The following pages describe our study approach and findings in greater detail.

PROJECT DESCRIPTION AND PARKING SUPPLY

Figures 1, 2, and 3 present the Project vicinity map, Project site plan, and overall site plan with the Mall, respectively. The Project site is bound by La Palma Avenue on the north, Manzanita Street on the south, Stanton Avenue on the west, and Theater Street on the east. Buena Park Downtown uses and parking lots that would remain are located east of Theater Street. The Knott's Berry Farm parking lot and some commercial uses exist west of the Project. Residential, shopping center and entertainment (Buena Park Place) uses exist to the north. Residential uses exist south of the Project site.

The proposed Project consists of the following:

- Demolition of 267,487 square feet (SF) on the western portion of the existing Buena Park Downtown shopping center, comprised of the following:
 - 227,503 SF of Sears Building
 - 14,110 SF of Garden Center
 - 19,000 SF of Tire, Battery & Auto Building 1
 - 6,874 SF of Tire, Battery & Auto Building 2
- Development of Parcels A & B (7-Story) Apartments: 674 dwelling units
- Development of Parcels C & D (5-Story) Apartments: 502 dwelling units
- Development of Parcel E (3-Story) Townhomes: 126 dwelling units

Parking supply provisions within the Project site total 2,971 spaces, consisting of: 2,460 garage spaces, 63 surface spaces, 181 on-street spaces, and 267 surface spaces in the Parcel F parking lot.

Buena Park Downtown currently totals 988,423 SF of shopping center uses consisting of retail (including Walmart), restaurants, movie theater, and health club. After demolition of 267,487 SF by the Project, the shopping center would be reduced in size to 720,936 SF. Existing Mall parking supply totals 4,845 spaces, which would be reduced to 2,480 spaces in the future with development of the Project. For the purposes of this parking study, the 3,303-SF bank located on the southwest corner of the Dale Street and La Palma intersection was included in the shared parking calculations even though it is not a part of the Mall or the Project.

CITY CODE PARKING REQUIREMENTS

The City Code parking requirements for the proposed Project were calculated based on residential parking ratios in the *City of Buena Park Municipal Code Section 19.436.050 – Parking Spaces Required*.

Table 1 presents the unit and bedroom breakdown for the proposed apartments and townhomes, the City Code parking ratios applied to each category, the proposed Project supply, and the resulting City Code parking requirements. The application of City Code parking ratios to the development tabulation results in a total Code-based requirement of 2,943 spaces. Comparing this 2,943-space requirement per City Code against the proposed supply of 2,971 spaces results in a Code-based surplus of 28 spaces for the Project.

It should be noted that the City Code parking calculation is conservative, and may overstate the Project's real parking needs, as discussed in the next section.

CITY CODE COMPARISON TO ITE, ULI, AND OTHER CITIES

The current City Code parking ratios for multifamily residential were compared against industry standards developed by the Institute of Transportation Engineers (ITE) and Urban Land Institute (ULI), and code ratios of other cities. **Table 2** presents a summary of the various ratios. **Table 3** applies the resident and residential guest code ratios for each respective source presuming a sample multifamily residential project with a total of 200 dwelling units (50 studios, 50 one-bedroom units, 50 two-bedroom units, 50 three-bedroom units).

As the bottom row of **Table 3** indicates, code ratios for multifamily developments based on ITE, ULI, and other cities in Orange County are equal or up to 38% less than Buena Park's City Code ratios, with the exception of La Habra, La Mirada, and Stanton that have code ratios that are 11% to 12% less than Buena Park's.

Comparing Buena Park's City Code to industry standards from national publications by ITE and ULI reveals that ITE and ULI ratios for multifamily housing are 38% and 31% less than City Code. ITE and ULI do not distinguish between owned and rented multifamily units reportedly because there is no statistical difference between the two, and condominium/townhome units may be owned by investors and rented rather than owner-occupied.

Individual multifamily residential projects and local settings may have unique parking and tripmaking characteristics that may not be well represented in typical city code requirements. There are increasing concerns over city code parking ratios and parking minimums being outdated, causing multifamily developments to have either inadequate

or excessive supply, and that the “one-size-fits-all” approach to estimating parking requirements inherent in all city parking codes may not reflect actual, more current and realistic parking needs, operations, and management.

There is also the issue of “perceived” versus “actual” parking deficiencies. Perceived inadequacies in parking standards are often related to older multifamily developments not built to code standards instead of newer market-rate housing projects built to current code. This underscores the importance of keeping parking standards current, and which “right size” required supply by being responsive to changing markets, demographics, decline in car ownership patterns, mobility/travel mode choices, creation of live/work/play environments and mixed-use settings, parking management strategies (i.e., unbundling parking), and emerging technologies.

Notwithstanding the requirements of Buena Park’s City Code, the actual parking requirements for multifamily residential uses have been found to be less than the City’s own Code requirement as illustrated by LLG’s previous field studies of actual parking demand at existing sites, in addition to parking demand/empirical ratio compilations from other sources. These empirical sources will be discussed further in the next section.

Multifamily residential uses that are part of a mixed-use setting or complex typically generate less demand compared to “stand-alone” or “free-standing” developments. Parking experience indicates that combining different land uses, whose parking demands peak at different times, generally result in a parking demand that is significantly lower than stand-alone facilities. In other words, a mixed-use development results in an overall parking need that is less than the sum of the individual peak parking requirements for each land use (city parking code rates are typically applied to these stand-alone developments). The shared parking concept is based on the analytical procedures that are well documented in ULI’s *Shared Parking* publication.

EMPIRICAL PARKING RATIOS FOR MULTIFAMILY RESIDENTIAL

The actual parking requirements for multifamily residential uses have been found to be less than the City’s own Code requirement as illustrated by LLG’s previous field studies of actual parking demand at existing sites similar to the project, in addition to parking demand/empirical ratio compilations from other sources.

Table 4 presents a comparison of site development and parking ratios from various sources. The upper portion of **Table 4** presents 12 comparable sites. Additional detail for the comparable sites is also provided inclusive of the location, development summary, parking facility type, parking supply, presence of ground floor retail, survey

period, empirically derived peak parking ratio and peak hour, and the Saturday daytime peak parking ratio and peak hour.

Table 4 indicates that the total number of apartments units for each site ranges from 142 units to 481 units and includes a unit mix of studios, one-bedroom units, two-bedroom units, and/or three-bedroom units. Parking facilities at these locations include parking structures, parking garages, and surface lots, with a combined parking supply for residents and the public/guests ranging from 223 spaces to 1,020 spaces. In addition to on-site parking, on-street parking is also available at two of the facilities.

Table 4 further indicates that parking demand surveys/observations were conducted on one to two “typical” weeknights (Tuesday, Wednesday, Thursday), and on a Saturday at some sites. These survey time periods were selected for analyses because parking needs are the greatest during these times; more specifically, peak demand for residential uses typically occurs during weeknights and weekend conditions compared to weekday daytime. This parking demand characteristic is evident from the hourly parking profiles in the *Shared Parking* (3rd Edition) publication by the Urban Land Institute (ULI) that indicate 90% to 100% parking occupancy between 6:00 PM and 12:00 AM/midnight, and the *Parking Generation* (5th Edition) publication by the Institute of Transportation Engineers (ITE) that reports 92% to 100% parking occupancy between 10:00 PM and 6:00 AM for low/mid-rise apartments (the only residential type with this data). Based on these considerations, it is concluded that the empirical basis for the peak parking ratios reported on *Table 4* coincides with, and is representative of, the absolute peak parking condition for each of the surveyed sites.

The tenant and guest peak parking ratio (spaces per DU) for each of the comparable sites under absolute peak conditions are presented on *Table 4*. The array of absolute peak parking rates yields an average ratio of 1.35 spaces per unit, an 85th percentile ratio of 1.48 spaces per unit, and a 95th percentile ratio of 1.61 spaces per unit. Saturday parking ratios are less, and range between 0.97 and 1.13 spaces per unit.

The City of Long Beach’s Downtown Plan, ITE’s *Parking Generation* publication, ULI’s *Shared Parking* publication, as well as other reference materials, provide peak parking ratios for apartment complexes, as summarized in the lower portion of *Table 4*. As indicated previously, ITE and ULI do not distinguish between owned and rented multifamily units, so ITE and ULI ratios are also applicable to condominiums and townhomes even though the focus of *Table 4* are apartment complexes.

The bottom portion of *Table 4* estimates the Project’s parking needs for apartments based on the application of the average, 85th percentile, and 95th percentile parking rates from comparable sites. For the proposed 1,176 apartment units, it is estimated that the average demand would be 1,588 spaces, the 85th percentile demand would be 1,740

spaces, and the 95th percentile demand would be 1,893 spaces. The 85th percentile demand is used as the basis for planning and design purposes.

A comparison between the City Code requirements for the 1,176 apartment units per *Table 1* (2,565 spaces) and the application of the empirical (85th percentile) ratio of 1.48 spaces per DU from *Table 4* (1,740 spaces) indicates that City Code requirements are 47% greater than the 85th percentile empirical ratio. This illustrates how the City Code parking ratios could overestimate the Project's more realistic parking needs.

SHARED PARKING ANALYSIS FOR THE MALL

Based on ULI's *Parking Requirements for Shopping Centers (2nd Edition)* publication, the following should first be evaluated for shopping centers:

1. If restaurant/entertainment/cinema uses are 20% or less of the Mall/shopping center's total square footage, then a ratio of 4.5 spaces per 1,000 SF should be applied to the entire floor area without further consideration of the individual land use types or parking ratios.
2. If restaurant/entertainment/cinema uses exceed 20% of the Mall/shopping center's total square footage, then the Shared Parking methodology should be applied.

Table 5 summarizes the development tabulation for the Mall. As indicated, the restaurant, entertainment, health club, and cinema uses would comprise 26% of the total shopping center square footage (988,423 SF), which is above the 20% threshold for the application of the 4.5 spaces per 1,000 SF consolidated parking ratio. This would then require that ULI's Shared Parking methodology be applied in estimating the parking needs of the Mall.

Parking experience indicates that combining different land uses, whose parking demands peak at different times (of the day, week, and year), generally result in a parking demand that is significantly lower than "stand-alone" or "free-standing" facilities. In other words, a mixed-use development results in an overall parking need that is less than the sum of the individual peak parking requirements for each land use (parking ratios/factors specific to each land use, or city parking code rates are typically applied to these "stand-alone" developments).

Shared Parking calculations recognize that when different uses share a common parking footprint, the total number of spaces needed to support the collective whole is determined by adding the different parking profiles (by time of day or day of week) of each use comprising the mixed-use development. This is done rather than applying individual peak ratios to each land use component.

Based on the application of the methodology described in ULI's *Shared Parking (3rd Edition)* publication, weekday and weekend shared parking calculations were conducted for Buena Park Downtown under existing conditions without the residential Project, and future conditions with development of the Project. Each calculation set shows the total size of each land use category, the parking ratios applied to each column, hourly parking profiles per ULI for each land use type, and the resultant hourly parking demand.

Tables 6 and 7 present the weekday and weekend shared parking calculations, respectively, for Buena Park Downtown under existing conditions, including Sears (corresponding to the 267,487 SF on the western portion of the Mall that would be demolished by the Project). **Table 7** indicates a peak demand of 4,282 spaces (at 2:00 PM) under weekend conditions, which translates to a surplus of 563 spaces in comparison to the 4,845-space supply.

Tables 8 and 9 present the weekday and weekend shared parking calculations, respectively, for Buena Park Downtown under future conditions with development of the Project (i.e., excluding the 267,487 SF for Sears replaced by the Project). **Table 9** indicates a peak demand of 3,139 spaces (at 2:00 PM) under weekend conditions, which corresponds to a deficiency of 659 spaces when compared against the Mall's future supply of 2,480 spaces (reduced from 4,845 existing spaces because of Project development).

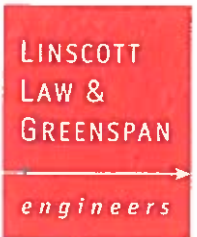
PROJECT PARKING DEMAND VERSUS SUPPLY

Table 10 presents a future parking summary for the Project, based on the application of the empirical (85th percentile) ratio of 1.48 spaces per apartment unit (from **Table 4**) to the 1,176 apartments, and a ratio of 2 spaces per townhome unit to the 126 townhomes (based on the average of ITE and ULI rates for multifamily housing, which are 1.47 spaces per unit and a blended ratio of 2.55 spaces per unit, respectively).

As reported on **Table 10**, the resulting total (resident plus guest) demand for apartments is 1,740 spaces, which corresponds to a surplus of 853 spaces when compared against the apartment parking supply of 2,593 spaces. The demand for the townhome component of the Project totals 252 spaces, which translates to a surplus of 126 spaces when compared to the proposed townhome supply of 378 spaces.

Table 10 indicates that the overall total demand for the residential Project is 1,992 spaces, which corresponds to a surplus of 979 spaces when compared against the Project's total parking supply of 2,971 spaces. Based on this surplus, the Project could accommodate and share parking spaces with the Mall to address the Mall's 659-space deficiency in the future.

Mr. Will Geier
April 11, 2022
Page 8



We appreciate the opportunity to provide this analysis. Please call us at 949.825.6175 if you have any questions and/or comments.

Sincerely,
Linscott, Law & Greenspan, Engineers

A handwritten signature in blue ink, reading "Trissa (de Jesus) Allen", is positioned below the company name.

Trissa (de Jesus) Allen, P.E.
Senior Transportation Engineer

Attachments

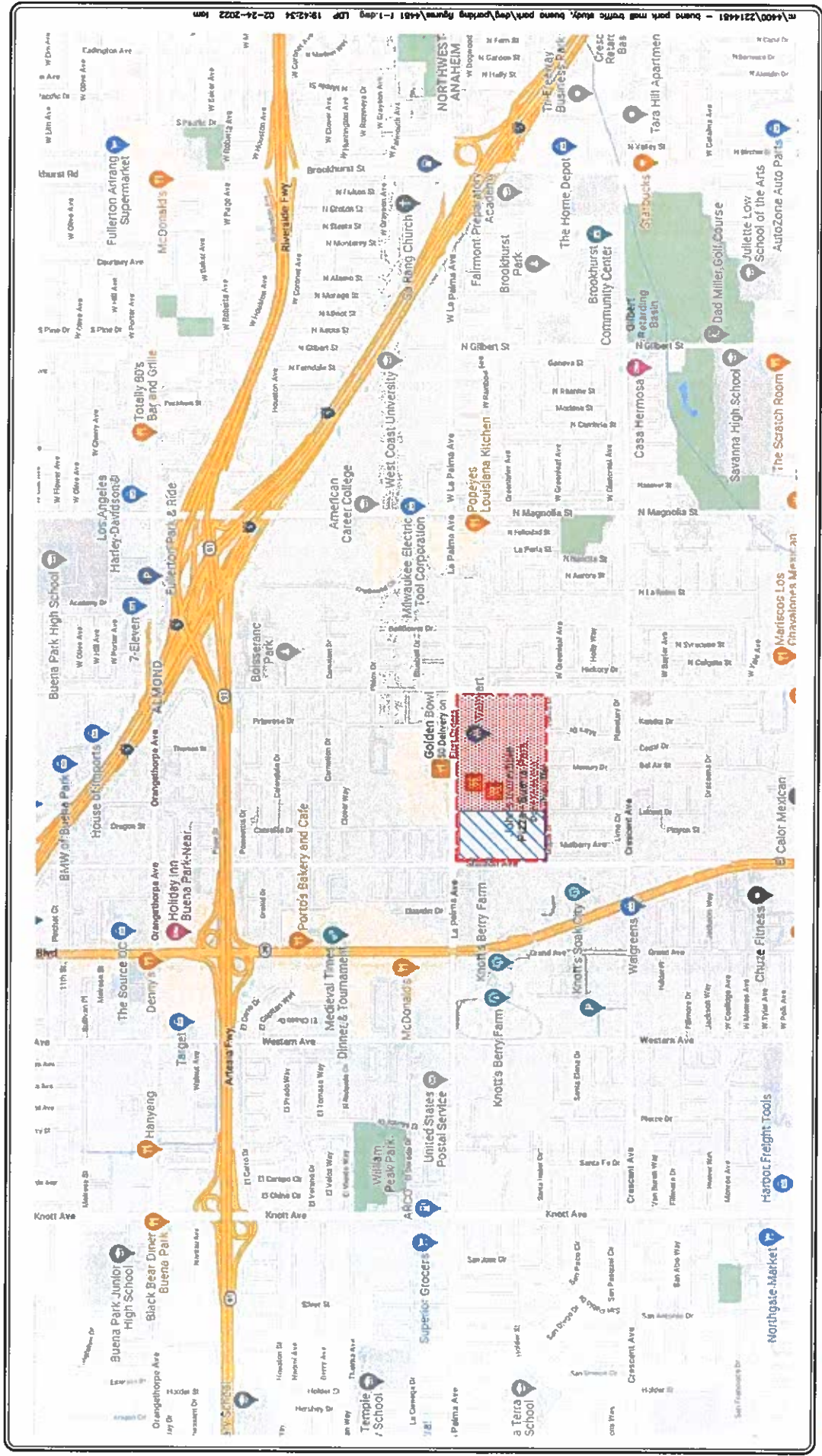


FIGURE 1

STUDY AREA

THE VILLAGE AT BUENA PARK

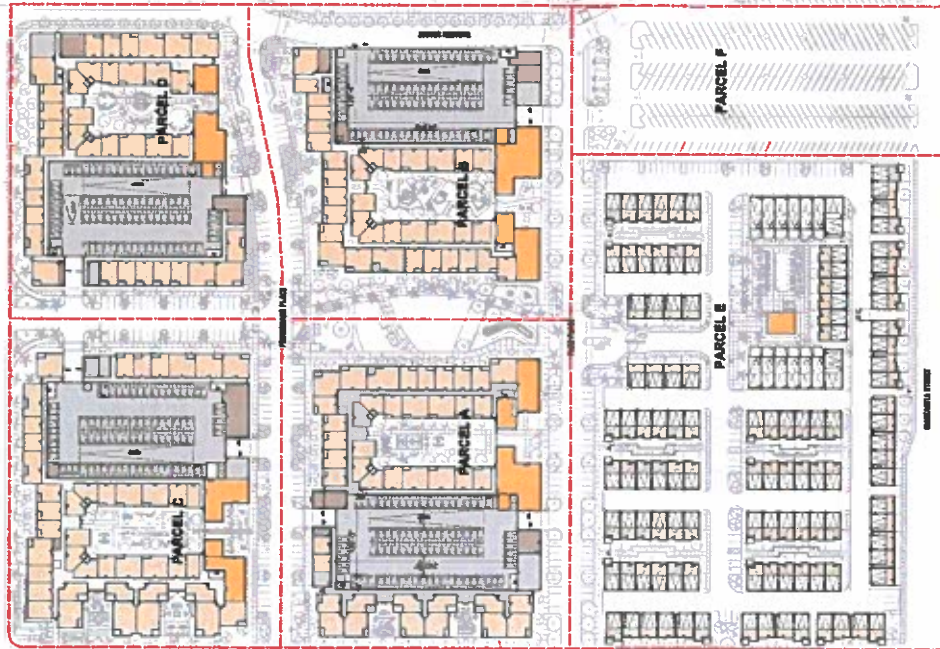
KEY

BUENA PARK MALL

PROJECT SITE

NO SCALE

SOURCE: GOOGLE



DEVELOPMENT TOTAL			
RESIDENTIAL UNITS	1302	GARAGE PARKING	2460
GROSS SITE AREA (ac)	22.65	STREET PARKING	511
DENSITY/GROSS AREA	57.5/ac	TOTAL PARKING	2971
NET SITE AREA (ac)	17.22		
DENSITY/NET AREA	75.6/ac		
GROSS BUILDING AREA	2,233,614 SF		
FULL SITE P.A.R.	2.27		

MULTI-FAMILY			
TOTAL PARCELS A-D			
RESIDENTIAL UNITS	1174		
GROSS SITE AREA (ac)	~ 14.99		
BUILDING PARCELS (ac)	~ 13.99		
PARK (ac)	~ 1.00		
DENSITY	78.45/ac		
GARAGE PARKING	2208		
STREET PARKING	181		
TOTAL PARKING	2389		
RATIO (P.A.R. STREET)	1.03/UNIT		

TOWNHOMES			
TOTAL PARCELS E-F			
RESIDENTIAL UNITS	128		
GROSS SITE AREA (ac)	7.66		
DENSITY	16.4/ac		
GARAGE PARKING	333		
STREET PARKING	40		
TOTAL PARKING	373		
RATIO (P.A.R. STREET)	2.93/UNIT		
STORIES	3		
HEIGHT	35'		

PARCEL A			
RESIDENTIAL UNITS	345		
GROSS SITE AREA (ac)	~ 1.97		
STORIES	7		
HEIGHT	85'		
GARAGE PARKING	644		

PARCEL B			
RESIDENTIAL UNITS	306		
GROSS SITE AREA (ac)	~ 1.97		
STORIES	7		
HEIGHT	85'		
GARAGE PARKING	644		

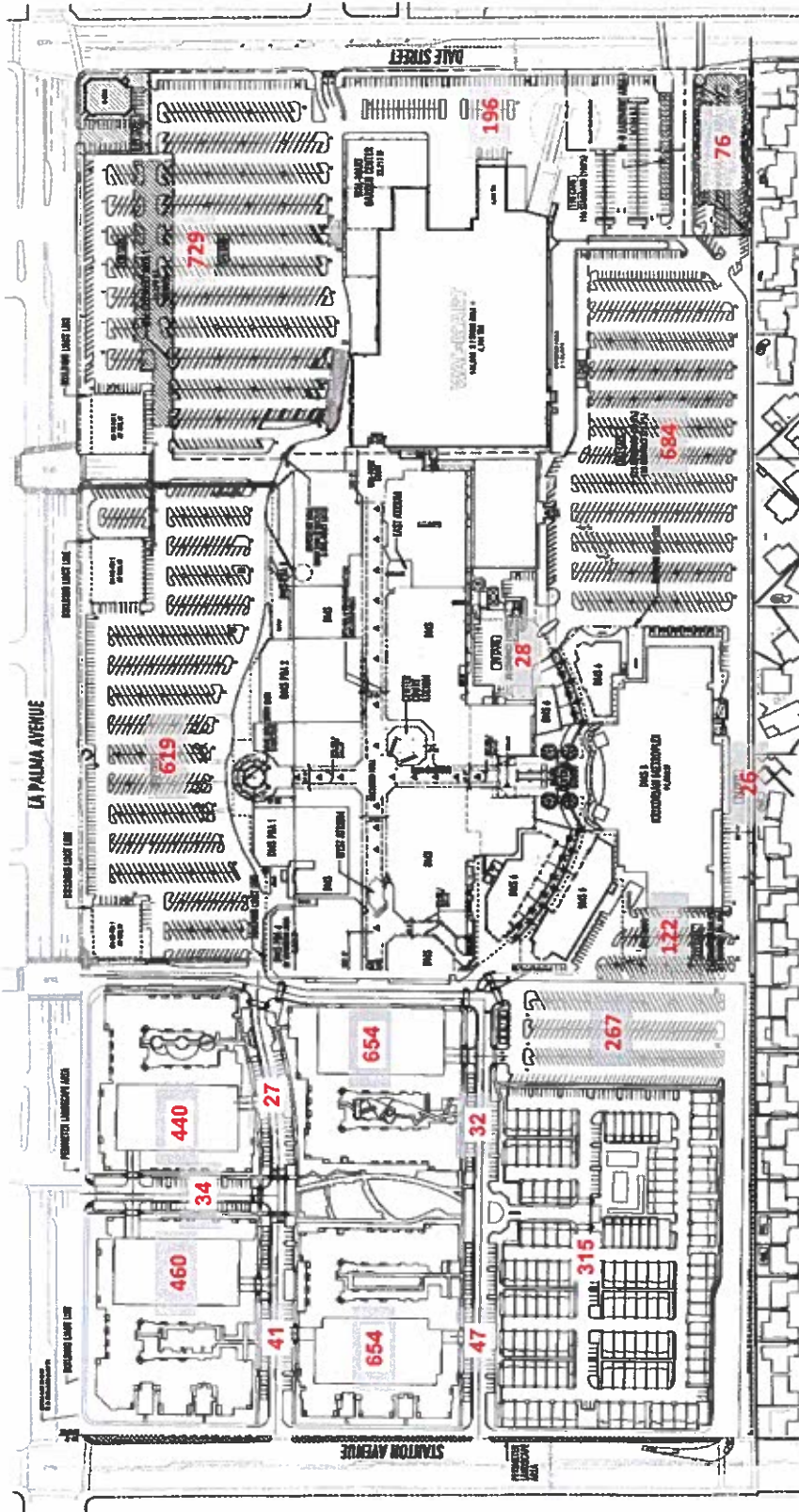
PARCEL C			
RESIDENTIAL UNITS	289		
GROSS SITE AREA (ac)	~ 1.70		
STORIES	5		
HEIGHT	65'		
GARAGE PARKING	469		

PARCEL D			
RESIDENTIAL UNITS	239		
GROSS SITE AREA (ac)	~ 1.35		
STORIES	5		
HEIGHT	65'		
GARAGE PARKING	440		

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SOURCE: MERLONE CBER PARTNERS

FIGURE 2
PROJECT SITE PLAN
THE VILLAGE AT BUENA PARK



Parking Summary

Residential Project	# Stalls
Mall & Walmart	2,971
Total Parking	2,480
	5,451

* Overall site plan shown is taken from Exhibit B of the COREA.

FIGURE 3

PROJECT AND BUENA PARK MALL SITE PLAN
THE VILLAGE AT BUENA PARK

SOURCE: MERLONE GIER PARTNERS

NO SCALE

FOR COTT
LAW &
GIER PARTNERS

TABLE 1
APARTMENT & TOWNHOME PROJECT SUMMARY
The Village at Buena Park

Description	Parcel A	Parcel B	Parcel C	Parcel D	Apartment Total	Townhome Parcel E	Parcel F	TOTAL PROJECT	Apartment Parcels A, B, C, D City Code Ratios [a]	Townhome Parcel E City Code Ratios [b]	Apartment Parcels A, B, C, D City Code Requirement	Townhome Parcel E City Code Requirement	TOTAL PROJECT
Dwelling Units													
Studio	54	43	43	38	178	0	--	178	2 sp/unit	3 sp/unit	356	0	356
1 bedroom	182	174	125	117	598	0	--	598	2 sp/unit	3 sp/unit	1,196	0	1,196
2 bedroom	125	82	89	78	374	16	--	390	2.5 sp/unit	3 sp/unit	935	48	983
3 bedroom	7	7	12	0	26	110	--	136	3 sp/unit	3 sp/unit	78	330	408
Total Units	368	306	269	233	1,176	126	--	1,302	Code Requirement	Code Requirement	2,565	378	2,943
Garage Spaces													
Surface Spaces	654	654	460	440	2,208	252	--	2,460	Garage Spaces	Garage Spaces	2,208	252	2,460
Off-Street Spaces	0	0	0	0	0	63	--	63	Surface Spaces	Surface Spaces	0	63	63
	654	654	460	440	2,208	315	--	2,523	Off-Street Spaces	Off-Street Spaces	2,208	315	2,523
On-Street Spaces													
Parcel F Parking Lot	44	30	38	31	143	38	--	181	On-Street Spaces	On-Street Spaces	143	38	181
Total Project Supply	--	--	--	--	--	--	267	267	Parcel F Parking Lot	Parcel F Parking Lot	242	25	267
	698	684	498	471	2,351	353	267	2,971	Project Supply	Project Supply	2,593	378	2,971
Bike Spaces (0.5 sp/apartment unit)									Code-Based Surplus	Code-Based Surplus	28	0	28
	184	153	135	117	589	136	--	725					

Notes:

[a] Per Buena Park Municipal Code, Section 19.436.050 *Parking Spaces Required*, Table 19.436.050 for multifamily apartments. Code ratio includes 1 covered space per category.

[b] Per Buena Park Municipal Code, Section 19.436.050 *Parking Spaces Required*, Table 19.436.050 for condominiums; requires 2 garage spaces plus 1 additional open space.

[c] Corresponds to 123 bike lockers within townhome garages and 13 bike racks (short term).

TABLE 2
MULTIFAMILY RESIDENTIAL ITE, ULI, AND CITY CODE PARKING RATIOS
The Village at Buena Park

City	Studio	1 Bedroom	2 Bedrooms	3 Bedrooms	Guest (Studio)	Guest (1 Bedroom)	Guest (2 Bedrooms)	Guest (3 Bedrooms)
Buena Park	2.00	2.00	2.50	3.00	N/A	N/A	N/A	N/A
ITE [a]	1.47	1.47	1.47	1.47	N/A	N/A	N/A	N/A
ULI [b]	0.85	0.90	1.65	2.50	0.15	0.15	0.15	0.15
Other Nearby Cities within Orange County								
Anaheim	1.25	2.00	2.25	3.00	0.25	0.25	0.25	0.25
Brea	1.50	1.75	2.00	2.50	0.20	0.20	0.20	0.20
Cerritos	2.00	2.00	2.00	2.00	N/A	N/A	N/A	N/A
Cypress	1.00	1.50	2.00	2.50	0.25	0.25	0.25	0.25
Fullerton	1.25	1.50	1.75	2.00	0.50	0.50	0.75	1.00
La Habra	1.00	2.00	2.50	3.00	0.50	0.50	0.50	0.50
La Mirada	2.00	2.00	2.00	3.00	0.40	0.40	0.40	0.40
Orange [c]	1.30	1.80	2.30	2.60	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]
Orange [d]	1.40	1.90	2.30	2.60	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]
Orange [e]	1.20	1.70	2.00	2.40	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]
Orange [f]	1.40	1.90	2.30	2.60	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]
Placentia	2.00	2.00	2.00	2.00	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]	0.20 or 0.30 [g]
Stanton	1.00	2.00	2.75	3.50	15% of Total	15% of Total	15% of Total	15% of Total
Tustin	2.00	2.00	2.00	2.00	0.33	0.33	0.33	0.33
Villa Park	1.20	1.50	2.00	2.40	0.25	0.25	0.25	0.25
Whittier	2.00	2.00	2.00	2.25	0.20	0.20	0.20	0.20
Westminster	1.50	1.50	2.00	2.50	0.25	0.25	0.25	0.25
					N/A	N/A	N/A	N/A

Notes:

- [a] ITE Land Use 221: Multifamily Housing (Mid-Rise) 85th percentile demand (spaces per dwelling unit), General Urban/Suburban (no nearby rail transit) per ITE's *Parking Generation Manual* (5th Edition), January 2019.
- [b] Source: *Shared Parking* (3rd Edition), Urban Land Institute (ULI), ICSC, National Parking Association (NPA), 2020.
- [c] Development with 3 units – 50 units with unenclosed resident parking.
- [d] Development with 3 units – 50 units with enclosed resident parking.
- [e] Development with greater than 50 units with unenclosed resident parking.
- [f] Development with greater than 50 units with enclosed resident parking.
- [g] 0.30 space per dwelling unit is required for dwelling units without a driveway at least 18 feet in length. Otherwise, 0.20 space per dwelling unit is permitted.

The Village at Buena Park

Sample Proj.	Dwelling Units	Buenos Park City Code		ITE	ULI		Aashim City Code		Brae City Code		Cerritos City Code		Cypress City Code		Fountain City Code		La Habra City Code		La Mirada City Code		Orange City Code		Placentia City Code		Stanton City Code		Tustin City Code		Villa Park City Code		Whittier City Code		Westminster City Code		
		Ratio (pp/DU)	Spaces (pp/DU)		Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)	Ratio (pp/DU)	Spaces (pp/DU)			
Multi-Family Residential	Studio 50	2,000	100	1.47	74	0.85	43	1.25	63	1.50	75	2.00	100	1.00	50	1.25	63	1.00	50	2.00	100	1.20	60	2.00	100	1.00	50	2.00	100	1.20	60	2.00	100	1.50	75
	1-Bedroom 50	2,000	100	1.47	74	0.90	45	2.00	100	1.75	88	2.00	100	1.50	75	1.50	75	2.00	100	1.70	85	2.00	100	2.00	100	2.00	100	2.00	100	1.50	75	2.00	100	1.50	75
	2-Bedroom 50	2,500	125	1.47	74	1.65	83	2.25	113	2.00	100	2.00	100	2.00	100	1.75	88	2.50	125	2.00	100	2.00	100	2.00	100	2.75	138	2.00	100	2.00	100	2.00	100	2.00	100
	3-Bedroom 50	3,000	150	1.47	74	2.50	125	3.00	150	2.50	125	2.00	100	2.50	125	2.00	100	3.00	150	3.00	150	2.40	120	2.00	100	3.50	175	2.00	100	2.40	120	2.25	113	2.50	125
	Total Units: 200	475		296		396		426		388		400	358		326		425		450		345		443		400		463		355		413		375		
Resident Guest Parking	Studio	0.00	0	0.00	0	0.15	8	0.25	13	0.20	10	0.00	0	0.25	13	0.50	25	0.50	25	0.40	20	0.20	10	0.33	17	0.25	13	0.20	10	0.25	13	0.00	0		
	1-Bedroom	0.00	0	0.00	0	0.15	8	0.25	13	0.20	10	0.00	0	0.25	13	0.50	25	0.50	25	0.40	20	0.20	10	0.33	17	0.25	13	0.20	10	0.25	13	0.00	0		
	2-Bedroom	0.00	0	0.00	0	0.15	8	0.25	13	0.20	10	0.00	0	0.25	13	0.75	38	0.50	25	0.40	20	0.20	10	0.33	17	0.25	13	0.20	10	0.25	13	0.00	0		
	3-Bedroom	0.00	0	0.00	0	0.15	8	0.25	13	0.20	10	0.00	0	0.25	13	1.00	50	0.50	25	0.40	20	0.20	10	0.33	17	0.25	13	0.20	10	0.25	13	0.00	0		
	Total Required		0		0	32		52		40		0	52		138		100		80		40		52		68		52		40		52		0		
Total Required Unshared Parking Ratio % Diff from Buena Park		-	475	-	296	-	328	-	428	-	408	-	402	-	464	-	\$25	-	530	-	405	-	40	-	68	-	531	-	395	-	465	-	375		
		-	2.38	-	1.47	-	1.64	-	2.39	-	2.14	-	2.01	-	2.32	-	2.63	-	2.65	-	2.03	-	2.00	-	2.26	-	2.66	-	1.98	-	2.33	-	1.88	-21%	

TABLE 4
COMPARABLE ORANGE COUNTY APARTMENTS AND PARKING RATIO SUMMARY
The Village at Buena Park

Comparable Site	City	Address	Development Summary	Parking Facility	Parking Supply	Retail	Survey Period	Tenant & Guest Peak Parking Ratio - Spaces per DU (Peak Hour)	Tenant & Guest Saturday Daytime Peak Parking Ratio (Peak Hour)
1 Anton Residential Mid-Rise Building	Costa Mesa	580 Anton Boulevard	250 Unit Luxury Apartments • 80 2 Bedroom Units • 170 Studio/1 Bedroom Units	Structure	438 Spaces • Residents - 330 sp. • Guests - 108 sp.	--	--	1.75 (Peak Hour N/A)	--
2 Main Street Village [a]	Irvine	2555 Main Street	481 Unit Apartments • 265 1 Bedroom Units • 200 2 Bedroom Units • 16 3 Bedroom Units	Structure	1,020 Spaces • Residents - 847 sp. • Public/Guests - 173 sp.	--	Wednesday & Thursday 10PM-12AM	1.42 (@ 12:00 AM)	--
3 279 Unit Complex [b]	Irvine	--	279 Unit Apartments • 2 Studio Units • 162 1 Bedroom Units • 115 2 Bedroom Units	Gated Structure	600 Spaces	--	Tuesday 6PM-1AM	1.36 (Peak Hour N/A)	--
4 403 Unit Complex [b]	Irvine	--	403 Unit Apartments • 326 1 Bedroom Units • 77 2 Bedroom Units	Gated Structure	643 Spaces	--	Tuesday 6PM-1AM	1.29 (Peak Hour N/A)	--
5 460 Unit Complex [b]	Orange	--	460 Unit Apartments • 256 1 Bedroom Units • 204 2 Bedroom Units	Gated Structure, Gated Surface Lot	784 Spaces	--	Tuesday 6PM-1AM	1.4 (Peak Hour N/A)	--
6 183 Unit Complex [b]	Fullerton	--	183 Unit Apartments • 129 1 Bedroom Units • 54 2 Bedroom Units	Gated Residential Structure	223 Residential Spaces	Yes	--	1.1 (Peak Hour N/A)	--
7 250 Unit Complex [b]	Santa Ana	--	250 Unit Apartments • 108 1 Bedroom Units • 145 2-3 Bedroom Units	Gated Residential Structure	453 Residential Spaces	Yes	--	0.94 (Peak Hour N/A)	--
8 Paragon at Old Town [a]	Monrovia	700 S. Myrtle Avenue	163 Unit Apartments • 82 1 Bedroom Units • 81 3 Bedroom Units	Surface Lot, On-Street Parking	404 Spaces • Residents - 329 sp. • Public/Guests - 75 sp.	--	Wednesday & Thursday 6PM-12AM	1.48 (@ 11:00 PM)	--
9 Trio Apartments [a]	Pasadena	44 N. Madison Avenue	304 Unit Apartments • 46 Studio Units • 141 1 Bedroom Units • 117 2 Bedroom Units	Surface Lot, On-Street Parking	480 Spaces • Residents - 450 sp. • Public/Guests - 30 sp.	--	Wednesday & Thursday 10PM-12AM	1.22 (@ 12:00 AM)	--
10 Adagio on the Green [d]	Mission Viejo	2660 Oso Parkway	256 Unit Apartments	Garage, Surface Lot	512 Spaces • Residents - 424 sp. • Public/Guests - 88 sp.	--	Wednesday & Thursday 7PM-2AM Saturday: 12PM-3PM, 7PM-2AM	1.45 (@ 12:00 AM)	0.97 (@ 2:00 PM & 3:00 PM)
11 Skye at Laguna Niguel [d]	Laguna Niguel	28100 Cabot Road	142 Unit Apartments • 97 1 Bedroom Units • 45 2 Bedroom Units	Garage	294 Spaces • Residents - 240 sp. • Public/Guests - 54 sp.	--	Wednesday & Thursday 7PM-2AM Saturday: 12PM-3PM, 7PM-2AM	1.49 (@ 11:00 PM)	1.07 (@ 12:00 PM)
12 Apex Laguna Niguel [d]	Laguna Niguel	27960 Cabot Road	284 Unit Apartments • 32 Studio Units • 161 1 Bedroom Units • 91 2 Bedroom Units	Garage	539 Spaces • Residents - 461 sp. • Public/Guests - 78 sp.	--	Wednesday & Thursday 7PM-2AM Saturday: 12PM-3PM, 7PM-2AM	1.28 (@ 2:00 AM)	1.13 (@ 3:00 PM)
Average:								1.35	
85th Percentile:								1.48	
95th Percentile:								1.61	
Additional Parking Ratio References:									
City of Long Beach Downtown Plan (January 2012):								1.25	
ITE Parking Generation, 5th Edition (Jan 2019) Land Use 221: Multifamily Housing (Mid-Rise) Gen. Urban/Suburban (no nearby rail transit):									
ITE Average								1.31	
ITE 85th Percentile								1.47	
ULI Shared Parking, 3rd Edition (2020) Blended Ratio (for apartment bedroom mix corresponding to Project):								1.32	
Household Surveys in San Bernardino and Riverside [c]:								1.45	
Apartment Component of the Project Parking Calculation Using Empirical Rates Above (1,176 DUs)									
Average Demand (1.35 x 1,176 DUs):								1,588	
85th Percentile Demand (1.48 x 1,176 DUs):								1,740	
95th Percentile Demand (1.61 x 1,176 DUs):								1,893	

Notes:

- [a] Source: Parking Demand Analysis for the Proposed Fifth Avenue/Huntington Drive Mixed-Use Project City of Monrovia, California, prepared by LLG, Oct. 2012
[b] Source: Parking Study for AMLI Orange Apartment Project, prepared by IBI Group, Nov. 2012
[c] Source: Parking Reform Made Easy, Richard W. Willson, 2013
[d] Source: Counts collected by LLG on December 2016.

TABLE 5
EXISTING DEVELOPMENT SUMMARY
The Village at Buena Park

Suite		Tenant	Land Use and Size Breakdown in SF GFA						
			Retail / Personal Services / Dental Clinic	Restaurants		Family Entertain- ment	Movie Theater	Health Club / Fitness / Dance Studio	TOTAL
				Fine / Casual Dining	Fast Casual / Fast-Food				
SEARS (to be demolished)			267,487						267,487
-P00E3	WAL-MART STORE		144,510						144,510
	WAL-MART TBA		4,951						4,951
	WAL-MART GARDEN CENTER		25,217						25,217
-P0001	CHILIS (Outpad #1)			7,140					7,140
-P0002	OLIVE GARDEN (Outpad #2)			8,190					8,190
-P0003	PORTILLOS HOT DOGS (Outpad #3)				5,670				5,670
-ME001	KRIKORIAN PERMIER THEATRE						91,000		91,000
-M00L1	JOHNS INCREDIBLE PIZZA					55,200			55,200
-S9024	BIG AIR					28,939			28,939
-M2500	24 HOUR FITNESS							35,938	35,938
-M2010	TJ MAXX	26,232							26,232
-M2100	DSW SHOE WAREHOUSE	18,578							18,578
-M2270	ROSS	31,506							31,506
-M2370	BED BATH & BEYOND	31,401							31,401
-S00C8	GRANGE FOOD HALL				16,817				16,817
-T2400	SUGAR PLUM FESTIVALS	20,941							20,941
-S00B1	VACANT (assumed restaurant)			9,713					9,713
-S00D1	ASIA BUFFET			8,487					8,487
-T2640	VACANT (assumed restaurant)			7,182					7,182
-S2180	BUFFALO WILD WINGS			6,469					6,469
-S2320	Q Fashion	6,297							6,297
-S00A6	KICKIN CRAB			5,500					5,500
-T2590	GEEKY MAMAS	5,116							5,116
-T2820	WEDDING DESIGN CENTER	5,000							5,000
-T2740	VACANT (assumed retail)	5,000							5,000
-T2730	AAHS	4,869							4,869
-T2490	THE DISTRICT	4,267							4,267
-T2450	FANCY	4,128							4,128
-T2460	BONITA BRIDAL	4,079							4,079
-S2430	Q Fashion	4,036							4,036
-T2480	VACANT (assumed retail)	3,812							3,812
-S2750	VACANT (assumed retail)	3,711							3,711
-S2440	VACANT (assumed retail)	3,600							3,600
-S2090	VACANT (assumed retail)	3,159							3,159
-S207A	VACANT (assumed retail)	3,122							3,122
-S2170	ABURI SUSHI			2,992					2,992
-S2720	FOOT LOCKER	2,897							2,897
-T2470	BONITA BRIDAL TOO	2,838							2,838
-S261A	VACANT (assumed retail)	2,794							2,794
-S2520	My Gym							2,793	2,793
-S2700	BATH AND BODY WORKS	2,508							2,508
-T2690	VACANT (assumed retail)	2,190							2,190
-S00A1	DICKEY'S BARBECUE PIT			2,082					2,082
-S2800	SCRUB SHOP	2,022							2,022
-T2770	VIVA PHOTO STUDIO	2,000							2,000
-S2080	THE DISTRICT-STORAGE	1,804							1,804
-S2210	VACANT (assumed retail)	1,761							1,761
-S2780	VACANT (assumed retail)	1,697							1,697

TABLE 5
EXISTING DEVELOPMENT SUMMARY
The Village at Buena Park

Suite		Tenant		Land Use and Size Breakdown in SF GFA					TOTAL	
				Retail / Personal Services / Dental Clinic	Restaurants		Family Entertain- ment	Movie Theater		Health Club / Fitness / Dance Studio
					Fine / Casual Dining	Fast Casual / Fast-Food				
-S2570	VACANT (assumed retail)	1,640							1,640	
-S2680	VACANT (assumed retail)	1,636							1,636	
-T2310	VACANT (assumed retail)	1,596							1,596	
-S2550	DANIELS JEWELERS	1,592							1,592	
-S2560	VACANT (assumed retail)	1,545							1,545	
-S2530	VACANT (assumed retail)	1,530							1,530	
-S2300	MILANO SHOES	1,509							1,509	
-S00A3	VACANT (assumed retail)	1,458							1,458	
-T2620	VACANT (assumed retail)	1,371							1,371	
-T2660	VACANT (assumed retail)	1,344							1,344	
-S2670	VACANT (assumed retail)	1,344							1,344	
-S2710	VACANT (assumed retail)	1,294							1,294	
-T260B	FRECKLED FROG LEARNING						1,283		1,283	
-S00A2	COLD STONE				1,230				1,230	
-S2790	VACANT (assumed retail)	1,205							1,205	
-S1010	BUENA PARK MALL DENTISTRY	1,164							1,164	
-T2230	CHURROHOLIC				1,164				1,164	
-T207A	VACANT (assumed retail)	1,131							1,131	
-S2240	VANS SHOES	1,125							1,125	
-S2250	VACANT (assumed retail)	1,125							1,125	
-T2200	VACANT (assumed retail)	1,100							1,100	
-S2160	VACANT (assumed retail)	1,000							1,000	
-S2220	Joy Reflexology	999							999	
-S2190	VACANT (assumed retail)	969							969	
-T2510	VACANT (assumed retail)	956							956	
-T2120	BRANDEN & CO JEWELERS	954							954	
-S250U	IC 20/20	930							930	
-S2150	CLAIRES	853							853	
-T90B2	THE CANDY SHOP	800							800	
-T2140	CAFÉ NIEVE				781				781	
-T2540	VACANT (assumed retail)	769							769	
-S2130	FRAGRANCE CENTER	660							660	
-S233B	T MOBILE	633							633	
-T260A	VACANT (assumed retail)	535							535	
-S2330	AUNTIE ANNES				500				500	
-S2420	OMI SALON	396							396	
-S0K02	VACANT (assumed retail)	200							200	
-S00K5	VACANT (assumed retail)	160							160	
-S00K1	VACANT (assumed retail)	150							150	
-SK17E	WATCHLAND	150							150	
TOTAL EXISTING		689,353	57,755	26,162	84,139	91,000	40,014	988,423		
Land Use Percentages:		70%	6%	2%	9%	9%	4%			
Retail + Fitness = 74%										
Restaurant + Amusement + Theater = 26%										
TOTAL EXISTING PARKING SUPPLY										
(Mall + Sears) = 4,845 spaces										

TABLE 6
EXISTING DOWNTOWN BUENA PARK SQUARE FOOTAGE INCLUDING SEARS
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]
The Village at Buena Park

Land Use	Retail, Personal Services, Dental Clinic	Walmart	Fine/Casual Dining Restaurant	Fast Casual/Fast-Food Restaurant	Family Entertainment	Movie Theater	Health / Fitness / Dance Studio	Bank (Not a Part, but inc. in REA)	Hourly Shared Parking Demand
Size	549,658 KSF	174,678 KSF	46,204 KSF	20,930 KSF	84,139 KSF	3,840 seats	40,014 KSF	3,303 KSF	
Pkg Rate[2]	5.00 /KSF [2]	5.00 /KSF	10.00 /KSF [2]	10.00 /KSF [2]	2.75 /KSF	0.33 /seat [2]	5.50 /KSF	6.00 /KSF	
Gross Spaces [3]	2,748 Spc.	873 Spc.	462 Spc.	209 Spc.	231 Spc.	1,267 Spc.	220 Spc.	20 Spc.	
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Hourly Shared Parking Demand
6:00 AM	60	111	0	13	0	0	133	0	317
7:00 AM	159	245	9	20	0	0	80	0	513
8:00 AM	370	313	25	38	1	0	80	9	836
9:00 AM	792	446	38	53	3	0	133	16	1,481
10:00 AM	1,333	514	89	101	70	0	133	17	2,257
11:00 AM	1,680	586	163	151	99	4	151	12	2,846
12:00 PM	2,115	664	265	174	125	153	115	12	3,623
1:00 PM	2,115	664	265	174	138	321	133	12	3,822
2:00 PM	2,039	664	237	158	145	382	133	14	3,772
3:00 PM	1,869	664	156	108	138	388	133	12	3,468
4:00 PM	1,869	640	187	98	130	388	151	16	3,479
5:00 PM	1,869	580	270	108	102	430	170	17	3,546
6:00 PM	1,944	514	330	149	89	430	188	0	3,644
7:00 PM	1,774	416	344	142	67	562	168	0	3,473
8:00 PM	1,487	313	344	90	2	694	148	0	3,078
9:00 PM	1,022	215	344	53	1	694	127	0	2,456
10:00 PM	429	81	330	38	1	562	65	0	1,506
11:00 PM	177	51	263	20	1	458	21	0	991
12:00 AM	0	33	92	13	1	285	0	0	424
Weekday Peak Hour Shared Demand:									3,822
Parking Supply:									4,845
Weekday Shared Parking Surplus:									1,023

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Up to 20% of non-shopping center SF may be allowed in uses with higher parking requirements without applying such higher requirements.

[3] A mode adjustment factor of 95% and non-captive adjustment factor of 90% were applied to the gross number of spaces.

TABLE 7
EXISTING DOWNTOWN BUENA PARK SQUARE FOOTAGE INCLUDING SEARS
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]
The Village at Buena Park

Land Use	Retail, Personal Services, Dental Clinic	Walmart	Fine/Casual Dining Restaurant	Fast Casual/Fast-Food Restaurant	Family Entertainment	Movie Theater	Health / Fitness / Dance Studio	Bank (Not a Part, but inc. in REA)	Hourly Shared Parking Demand
Size	549,658 KSF	174,678 KSF	46,204 KSF	20,930 KSF	84,139 KSF	3,840 seats	40,014 KSF	3,303 KSF	
Pkg Rate[2]	5.00 /KSF [2]	5.00 /KSF	10.00 /KSF [2]	10.00 /KSF [2]	2.75 /KSF	0.33 /seat [2]	5.50 /KSF	6.00 /KSF	
Gross Spaces [3]	2,748 Spc.	873 Spc.	462 Spc.	209 Spc.	231 Spc.	1,267 Spc.	220 Spc.	20 Spc.	
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	
6:00 AM	66	90	0	11	1	0	122	0	290
7:00 AM	165	128	11	20	1	0	70	0	395
8:00 AM	751	165	17	38	1	0	55	8	1,035
9:00 AM	1,293	239	33	55	4	0	77	10	1,711
10:00 AM	1,716	350	42	104	59	0	55	14	2,340
11:00 AM	2,138	500	93	156	135	0	77	16	3,115
12:00 PM	2,255	649	212	179	171	230	77	15	3,788
1:00 PM	2,349	717	228	179	180	495	48	0	4,196
2:00 PM	2,349	747	195	162	189	599	41	0	4,282
3:00 PM	2,255	747	195	110	189	604	48	0	4,148
4:00 PM	2,161	747	195	101	180	604	86	0	4,074
5:00 PM	1,950	717	259	110	189	668	154	0	4,047
6:00 PM	1,810	612	361	153	198	668	147	0	3,949
7:00 PM	1,692	463	378	145	189	876	93	0	3,836
8:00 PM	1,575	350	395	93	180	1,084	48	0	3,725
9:00 PM	1,246	239	361	55	131	1,084	17	0	3,133
10:00 PM	775	90	361	38	20	1,084	4	0	2,372
11:00 PM	259	52	352	20	1	863	4	0	1,551
12:00 AM	0	6	198	13	1	542	0	0	760
Weekend Peak Hour Shared Demand:									4,282
Parking Supply:									4,845
Weekend Shared Parking Surplus:									563

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Up to 20% of non-shopping center SF may be allowed in uses with higher parking requirements without applying such higher requirements.

[3] A mode adjustment factor of 95% and non-captive adjustment factor of 90% were applied to the gross number of spaces.

TABLE 8
EXISTING DOWNTOWN BUENA PARK SQUARE FOOTAGE EXCLUDING SEARS
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]
The Village at Buena Park

Land Use	Retail, Personal Services, Dental Clinic	Walmart	Fine/Casual Dining Restaurant	Fast Casual/Fast-Food Restaurant	Family Entertainment	Movie Theater	Health / Fitness / Dance Studio	Bank (Not a Part, but inc. in REA)	Hourly Shared Parking Demand
Size	282,171 KSF	174,678 KSF	46,204 KSF	20,930 KSF	84,139 KSF	3,840 seats	40,014 KSF	3,303 KSF	
Pkg Rate[2]	5.00 /KSF [2]	5.00 /KSF	10.00 /KSF [2]	10.00 /KSF [2]	2.75 /KSF	0.33 /seat [2]	5.50 /KSF	6.00 /KSF	
Gross Spaces [3]	1,411 Spc.	873 Spc.	462 Spc.	209 Spc.	231 Spc.	1,267 Spc.	220 Spc.	20 Spc.	
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	
6:00 AM	30	111	0	13	0	0	133	0	287
7:00 AM	81	245	9	20	0	0	80	0	435
8:00 AM	190	313	25	38	1	0	80	9	656
9:00 AM	407	446	38	53	3	0	133	16	1,096
10:00 AM	684	514	89	101	70	0	133	17	1,608
11:00 AM	863	586	163	151	99	4	151	12	2,029
12:00 PM	1,086	664	265	174	125	153	115	12	2,594
1:00 PM	1,086	664	265	174	138	321	133	12	2,793
2:00 PM	1,047	664	237	158	145	382	133	14	2,780
3:00 PM	959	664	156	108	138	388	133	12	2,558
4:00 PM	959	640	187	98	130	388	151	16	2,569
5:00 PM	959	580	270	108	102	430	170	17	2,636
6:00 PM	998	514	330	149	89	430	188	0	2,698
7:00 PM	911	416	344	142	67	562	168	0	2,610
8:00 PM	764	313	344	90	2	694	148	0	2,355
9:00 PM	525	215	344	53	1	694	127	0	1,959
10:00 PM	221	81	330	38	1	562	65	0	1,298
11:00 PM	91	51	263	20	1	458	21	0	905
12:00 AM	0	33	92	13	1	285	0	0	424
Weekday Peak Hour Shared Demand:									2,793
Mail Parking Supply:									2,480
Weekday Shared Parking (Deficiency):									(313)

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Up to 20% of non-shopping center SF may be allowed in uses with higher parking requirements without applying such higher requirements.

[3] A mode adjustment factor of 95% and non-captive adjustment factor of 90% were applied to the gross number of spaces.

TABLE 9
EXISTING DOWNTOWN BUENA PARK SQUARE FOOTAGE EXCLUDING SEARS
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]
 The Village at Buena Park

Land Use	Retail, Personal Services, Dental Clinic	Walmart	Fine/Casual Dining Restaurant	Fast Casual/Fast-Food Restaurant	Family Entertainment	Movie Theater	Health / Fitness / Dance Studio	Bank (Not a Part, but inc. in REA)	Hourly Shared Parking Demand
Size	282,171 KSF	174,678 KSF	46,204 KSF	20,930 KSF	84,139 KSF	3,840 seats	40,014 KSF	3,303 KSF	
Pkg Rate[2]	5.00 /KSF [2]	5.00 /KSF	10.00 /KSF [2]	10.00 /KSF [2]	2.75 /KSF	0.33 /seat [2]	5.50 /KSF	6.00 /KSF	
Gross Spaces [3]	1,411 Spc.	873 Spc.	462 Spc.	209 Spc.	231 Spc.	1,267 Spc.	220 Spc.	20 Spc.	
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Hourly Shared Parking Demand
6:00 AM	33	90	0	11	1	0	122	0	257
7:00 AM	84	128	11	20	1	0	70	0	314
8:00 AM	387	165	17	38	1	0	55	8	671
9:00 AM	664	239	33	55	4	0	77	10	1,082
10:00 AM	880	350	42	104	59	0	55	14	1,504
11:00 AM	1,098	500	93	156	135	0	77	16	2,075
12:00 PM	1,158	649	212	179	171	230	77	15	2,691
1:00 PM	1,206	717	228	179	180	495	48	0	3,053
2:00 PM	1,206	747	195	162	189	599	41	0	3,139
3:00 PM	1,158	747	195	110	189	604	48	0	3,051
4:00 PM	1,110	747	195	101	180	604	86	0	3,023
5:00 PM	1,001	717	259	110	189	668	154	0	3,098
6:00 PM	929	612	361	153	198	668	147	0	3,068
7:00 PM	868	463	378	145	189	876	93	0	3,012
8:00 PM	809	350	395	93	180	1,084	48	0	2,959
9:00 PM	639	239	361	55	131	1,084	17	0	2,526
10:00 PM	399	90	361	38	20	1,084	4	0	1,996
11:00 PM	133	52	352	20	1	863	4	0	1,425
12:00 AM	0	6	198	13	1	542	0	0	760
Weekend Peak Hour Shared Demand:									3,139
Mall Parking Supply:									2,480
Weekend Shared Parking (Deficiency):									(659)

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Up to 20% of non-shopping center SF may be allowed in uses with higher parking requirements without applying such higher requirements.

[3] A mode adjustment factor of 95% and non-captive adjustment factor of 90% were applied to the gross number of spaces.

ATTACHMENT 5

Please utilize the below link to access the Planning Commission Minutes from the May 22, 2024 meeting;

<https://firebasestorage.googleapis.com/v0/b/fast-archive-274904.appspot.com/o/buenaparkca%2Fpdfs%2Fminutes%2F2024-05-22%20PC%20M.pdf?alt=media&token=c1612453-209a-4ce6-9187-4e0f38f63dca>

RESOLUTION NO. 6339
CONDITIONAL USE PERMIT NO. CU-23-5

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA APPROVING A REQUEST TO ALLOW THE OPERATION OF A YEAR-ROUND HALLOWEEN/HORROR-THEMED ENTERTAINMENT FACILITY, CONSISTING OF TWO (2) ESCAPE ROOMS, TWO (2) HORROR-THEMED MOVIE THEATERS, ONE (1) SEASONAL MAZE, AND OTHER TEMPORARY ATTRACTIONS WITHIN AN EXISTING 53,113 SQUARE-FOOT TENANT SPACE, LOCATED AT 8308 ON THE MALL (APN: 070-511-15), AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Heather Luther, applicant, 360 E 1st Street #667, Tustin, CA 92780, on behalf of NEWKOA, LLC, property owner, 3240 Wilshire Boulevard Suite 570, Los Angeles, CA 90010, has filed an application for a Conditional Use Permit No. CU-23-5 to allow for the operation of a year-round Halloween/horror-themed entertainment facility, located at 8308 On the Mall, Buena Park, California, 90620, in the County of Orange (APN: 070-511-15). Hereinafter referred to as the "Application."

(ii) On May 22, 2024, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Planning Commission has reviewed and considered all components of the proposed Conditional Use Permit No. CU-23-5 and concluded its public hearing prior to adoption of this Resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby finds, determines and resolves as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and the Conditional Use Permit No. CU-23-5 development plans stamped "RECEIVED MAR 21 PLANNING DIV.", this Commission hereby specifically finds, determines, and resolves as follows:

Conditional Use Permit

- a. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.
- FACT:** The proposed establishment of a Halloween/horror-themed entertainment facility is consistent with the City's General Plan and Zoning Ordinance, as conditioned, and will meet applicable operating standards. The proposed operation of the entertainment facility is consistent with the General Plan and zoning in that it is located within a land use that promotes entertainment, shopping, and dining uses along with supporting business.
- b. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed use.
- FACT:** The site is developed as an indoor shopping mall and includes uses such as retail, restaurants, theaters, and personal service uses. The site is adequate in size, shape, topography, location, and other factors, to accommodate the operation of an entertainment facility.
- c. **FINDING:** 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.
- FACT:** The subject site is located between Dale Street and Stanton Avenue on La Palma Avenue. La Palma Avenue is considered a Primary Arterial in the City's Mobility Element, within the General Plan. A Primary Arterial is a four-lane divided roadway, with a typical right-of-way width of 100 feet. As such, adequate street access and traffic capacity are available to serve the proposed entertainment facility as well as existing anticipated development in the surrounding area.
- d. **FINDING:** Adequate utilities and public services will be available to serve the use as well as existing and anticipated development in the surrounding area.
- FACT:** Adequate utilities and public services are available to serve the proposed entertainment facility use as well as existing and anticipated development in the surrounding area. The site is fully developed with an indoor shopping mall and meets the City standards for public services and utilities to serve the site.

- e. **FINDING:** The use and development will be compatible with the intended character of the area.
- FACT:** The proposed entertainment facility use will be compatible with the existing and intended character of the area. The proposal, as conditioned, will not create a use inconsistent with established and anticipated area uses due to required operating conditions, existing site and building design, as well as separation and buffering.
- f. **FINDING:** Any criteria set forth elsewhere in this Title for the approval of the specific use and development will be satisfied.
- FACT:** Pursuant to City Code Section 19.512.010 (Uses Permitted), any entertainment facility or indoor movie theater requires a Conditional Use Permit. As conditioned, the proposed entertainment facility will comply with these standards.
- g. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.
- FACT:** Any adverse effects that may come from the entertainment facility at this site are justified and fully balanced by offsetting benefits to the public interest in that the use will provide additional entertainment recreation options. The proposed entertainment facility will benefit the local economy by allowing a new tenant to operate within an existing vacant tenant space within the indoor shopping mall in the City. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

3. The Planning Commission hereby finds and determines that the project identified above in this Resolution, is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Class 1, Section 15301 (Existing Facilities) of Division 6 of Title 14 of the California Code of Regulations, because the application is proposed within existing space.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3 above, the Planning Commission hereby approves Conditional Use Permit No. CU-23-5 development plans stamped "RECEIVED MAR 21 2024 PLANNING DIV." as modified herein and the following reasonable conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

FIRE AUTHORITY:

1. Prior to issuance of a building permit:
 - a. Architectural (service codes PR200-PR285):
 - i. The exit travel distance requirements must be resolved per the 2022 California Building Code, or the egress system must be redesigned to meet CBC requirements.
 - b. Alternate methods and materials (AM&M) request (PR910) will be required if the design is not capable of meeting the California Fire Code. Be advised, the AM&M request may not be granted.
2. Prior to concealing interior construction:
 - a. Fire alarm system (service code PR500-PR520).
 - b. Fire sprinkler system (service codes PR430-PR455) if the building is currently sprinklered and the system requires modification.
3. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
4. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
5. Special/Custom Conditions: Plans have been reviewed with the indicated Escape Rooms included in the design. Any deviation from the plans, as shown, will require future plan reviews and revisions, as appropriate.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park.
4. Municipal Code, Title 1, and/or the California Building Codes.

5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.

PLANNING DIVISION:

1. This approval shall be to allow for the establishment and operation of a Halloween/horror themed entertainment facility within an existing approximately 53,113 square-foot tenant space within the Downtown Buena Park Mall, consisting of two (2) movie theaters, two (2) escape rooms, one (1) seasonal maze, and other temporary attractions on a property located at 8308 On the Mall, as described and shown on plans dated "RECEIVED MAR 21 2024 PLANNING DIV", except as modified herein.
2. The entertainment facility business hours of operation shall be limited to from the hours of 3:00 p.m. to 12:15 a.m. Sunday – Thursday, and 2:00 p.m. to 1:30 a.m. Friday and Saturday.
3. A copy of these conditions of approval shall be retained on the property at all times and shall be produced immediately upon request of any official of the City of Buena Park. The manager(s) and all employees shall be knowledgeable of the conditions of approval.
4. No live entertainment, including live music bands, performance acts, pool tables, video games, dancing, karaoke or other amusement devices, shall be permitted without first obtaining an Entertainment Permit approved by the Community and Economic Development Department and Police Department detailing permissible entertainment types and any requirements for security in accordance with the provisions of Chapter 5.24 (Entertainment Permits) of the Buena Park Municipal Code prior to commencing any entertainment on the premises.
5. Amplified music, except for special approved events, shall not be permitted, except background music that complements the horror themed experience. Such amplified music shall be at a level that does not impede normal conversation. Any interior amplified music shall be maintained at a level so as not to disturb adjacent tenants.
6. All new signs shall conform to the Zoning and Sign Ordinance of the City of Buena Park. The property owner or business operator shall submit a separate sign permit application for any new sign to the Planning Division and obtain all the required approvals and permits.
7. Prior to issuance of a Certificate of Occupancy, a security plan shall be submitted for review and approval by the Director of Community and Economic Development and the Police Chief. The Security Plan shall include the proposed security staffing, locations of personnel, all proposed safety measures, and a narrative description of security protocols during periods when the horror-themed attractions are open, but the mall is closed. The security shall include specific measures that will be taken by security or personnel to ensure that patrons exiting the facility after mall hours do not loiter within the mall or mall parking lot.

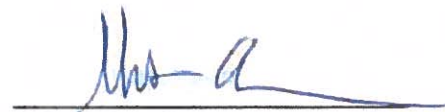
8. The business shall maintain a business license as required by the Buena Park City Code.
9. The sale of alcohol for on-site and off-site consumption shall be prohibited unless a conditional use permit is first obtained. Signage prohibiting the sale for on-site and off-site alcohol consumption shall be posted and clearly visible.
10. The Community and Economic Development Department may, from time to time, conduct a review of this Conditional Use Permit to ascertain compliance with the herein-stated conditions of approval. Any noncompliance with the conditions of approval shall be immediately referred to the Planning Commission for possible action.
11. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies and regulations.
12. The proposed Halloween/horror-themed entertainment facility shall be for the activities as described in the business operation plan dated "RECEIVED DEC 18 2023 PLANNING DIV".
13. There shall be no outdoor activities associated with the Halloween/horror-themed entertainment facility including in the Downtown Buena Park Mall interior common areas, parking lot areas or other outdoor spaces, unless specifically approved by the City via a Temporary Use Permit.
14. Upon establishment of the Halloween/horror-themed entertainment facility, should the use create any nuisance related to noise or vibration at any time for neighboring uses, properties, or individuals, the operator of the business shall take any and all reasonable actions to terminate the nuisance, including but not limited to altering the operating hours to the satisfaction of the Director of Community and Economic Development.
15. This Conditional Use Permit may be revoked for any violation of or noncompliance with any of these conditions in accordance with Section 19.132.030 (Revocation) of the Buena Park Municipal Code.
16. The use authorized by this Conditional Use Permit shall be commenced within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.
17. Prior to commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
18. The applicant and/or property owner shall sign the Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval.
19. The applicant shall indemnify, defend and hold harmless City, its officers, agents, and employees from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or the exercise of the rights permitted by this Conditional Use Permit, and from any and all claims and losses occurring or resulting to any person, firm, corporation, or property for damage,

Resolution No. 6339
Conditional Use Permit No. CU-23-5
May 22, 2024

injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

PASSED AND ADOPTED this 22nd day of May 2024 by the following called vote:

AYES:	5	COMMISSIONERS:	Davis, Choi, Diep, Patiño, and Judeh
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	0	COMMISSIONER:	


Mirvette Judeh
Planning Commission Chair

ATTEST:


Swati Meshram, PhD, AICP, LEED AP
Planning Manager

Resolution No. 6339
Conditional Use Permit No. CU-23-5
May 22, 2024

AFFIDAVIT OF ACCEPTANCE:

I/We do hereby accept all of the conditions contained in this document and all other conditions imposed by Conditional Use Permit No. CU-23-5 and do agree that I/We shall conform with and abide by all such conditions.

Date: _____

Printed Name and Signature
Owner/Applicant

BUENA PARK MALL
8320 ON THE MALL
BUENA PARK, CA 90620

	
ARCHITECTURE	ENGINEERING
17TH DOOR BUENA PARK MALL 8420 ON THE MALL BUENA PARK, CA 90620	
DEVELOPER :	
TITLE PROJECT INFO. NOTES	
	
Drawings Contained :	
QUP CORRECTIONS QUP CORRECTIONS 	11/01/2024 01/07/2024
Designer : JC Information : EC Date : 3/21/2024 Job No : 2023-045 Sheet : AS NOTED	
Drawing No :	
T-1	
Sheet :	Of :

Multi-Purpose Horror Event Space

This space will be used to temporarily host temporary attractions like Virtual Reality experiences, smaller scale Haunt Mazes, etc.

Projected annual attendance	12,000 persons
Projected annual revenue	\$240,000
Projected max staff required	30 persons
Projected max guests on site 120 in attraction and 60 in Queue = TOTAL 210	

expected MAX persons on site at any given time (includes queuing for all attractions):

17th Door Haunt Experience	= 300
Escape Rooms 1&2	= 60
Movie Theatre 1&2	= 124
Multi Purpose Event Space	= 210

= TOTAL 841 persons

PAGE 3

Business Plan:

17th Door Haunt, Escape Rooms, Interactive Movie Theatre, Multi-Purpose event space.

The 17th Door Haunt Experience:

This is our flagship maze experience that runs primarily during the Halloween season as well as a few off-season weekends.

Groups sized between 4-6 progress through 17 rooms where they experience different scenes and special effects. Each room experience lasts the same time of 100 seconds with the entire experience lasting 17 minutes. All of the room experiences start and finish at the exact same time, so all groups throughout the maze travel to the next experience room at the same time. This creates a controlled flow of guests and prevents any groups from turning into other groups.

Guest flow is controlled both by actors inside the rooms, as well as electromagnetic door locks. These locks have no physical locking bolt. Each room has a door lock on the entry door and the exit door. Each room's locks are wired to a switching relay which prevents both door locks from ever being activated at the same time (1 door is ALWAYS unlocked). These door locks are controlled both by the control room and also by our automatic emergency system.

Automatic Emergency System and Control Room:

The automatic emergency system can be activated manually by a person inside the control room, or will also be activated automatically when either the fire sprinklers are activated, smoke or heat alarms are activated, or the alarm is activated. When the automatic emergency system is activated it shuts down all special effects, fog machines, strobe lights, and cuts power to ALL door locks within the maze. The automatic emergency system also activates the emergency lighting system and the level exit path markings.

The control room is located centrally throughout maze operation. There is an extensive video monitoring system that has 5 screens and 40+ cameras that show observation of all experience rooms and other critical areas. The control room also has a PA system as well as a manual switch that can activate the automatic emergency system. The control room is where the experience room door locks can be controlled and the room experiences can be "paused". For example, the control room unlocks the entry doors to all experience rooms. Guests go through the door into the next experience room. Once the control room sees through their video monitors that all groups have entered their respective rooms, they will then "pause" the room experiences by pushing the launch button. Each room experience has its own programmed controller that plays various music, sounds, and special effects for its room when it receives the "pause" signal from the control room. Once the experience ends, the exit doors of each room are unlocked and a green light above each exit door illuminates to guide the guests out of the room and on to the next room experience. The control room is specific to the 17th Door maze only, with no control or surveillance of escape rooms or movie theatres.

Operation and expected max capacity:

During operation, we will provide our own security team for the parking lot, the entrance to the attraction, and inside the attraction. Through cooperation with mall management, the 2 main entrance doors adjacent to Walmart will be kept open just not passing for our later operating hours. The mall spaces west of our main entrance will be monitored off and our security personnel will be manning that area.

If a fire alarm experience (20 minutes) with final group size (8 or less) which creates a limited hourly guest capacity (17 groups) 300 persons. Using 20 minute time slot with historically 60% pre-sold price, on site guest count never exceeds 210.

Projected annual nights of operation: 35

Projected annual attendance: 37,000

PAGE 1

Projected annual sales: \$1,700,000

Hours of operation: Sun-Thurs = Open 1pm Fri-Sat 9am-1:30am

Required staff: (65) actors, (6) security, (16) general staff = 89 persons

MAX guests at any given time = 180 in maze and 150 in Queue = 330 persons TOTAL 419

Escape Rooms 1 & 2:

Escape room #1 is planned to open Fall 2024 and if successful would be followed by the opening of escape room #2 in fall 2025.

The #1 module experience is a year round and consists of first group scene progressing through a string of rooms that include physical tasks and puzzles to complete. The puzzle rooms must be completed in order from start room "A" until completion in room "Z". Due to the group size limits (6 persons) as well as final time slots (every 20 minutes) for groups to begin the experience, the on site guest count will never exceed 30 persons. (This includes a queue of 2 waiting groups). Both escape rooms will operate under the same structure and guest capacity.

Room #1 Room #2

Projected annual attendance: 18,140 + 18,140 = 36,280 persons

MAX annual capacity: 29,420 + 29,420 = 58,840 persons

Projected annual sales: \$968,000 + \$968,000 = \$1,936,000

Required staff: 8 + 8 = 16 persons

Max guests on site 36 + 36 = 72 persons TOTAL 88

Hours of operation: Sun-Thurs 9am-11pm Fri-Sat 9am-12am

Interactive Horror Movie Theatre 1 & 2:

An interactive horror movie theatre (35 seats) that plays classic horror movies in the midst of special effects and thematic actors. This attraction will operate year round with Theatre #1 planned to open Fall 2024 and Theatre #2 planned to open Fall 2025.

Theatre #1 & Theatre #2

Projected annual attendance: 15,800 + 15,800 = 31,600 persons

MAX annual attendance: 28,900 + 28,900 = 57,800 persons

Projected annual attendance: \$413,000 + \$413,000 = \$826,000

Required staff: 7 + 7 = 14 persons

Max guests on site 58 + 58 = 116 persons TOTAL 124

PAGE 2



ARCHITECTURE . ENGINEERING

1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303-733-1000 FAX: 303-733-1001

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

PREPARED BY:

1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303-733-1000 FAX: 303-733-1001

Drawing Content:

BUSINESS PLAN



Revisions:	Date:
1. CORRECTIONS	11/04/2023

Designer: JC
Manager: EC
Date: 3/21/2024
Rev: 2023-043
Scale: AS NOTED

Drawing No:

T-2

SHEET: 01 OF 1



ARCHITECTURE . ENGINEERING

FOR RENT: 100-100-1000 FAX: 100-100-1000
OFFICE: 100-100-1000

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

Drawing Content:

SITE PLAN



Revisions: Date:

CFP CORRECTIONS 11/24/2023

Designer: JC
Manager: EC
Title: 3/21/2024
Job No: 2023-045
Scale: AS NOTED

Drawing No:

A-1

REVISION: CFP:

LA PALMA AVE

STANTON AVE

DALE STREET

WAL*MART

24 HR FITNESS
(NOT A PART)

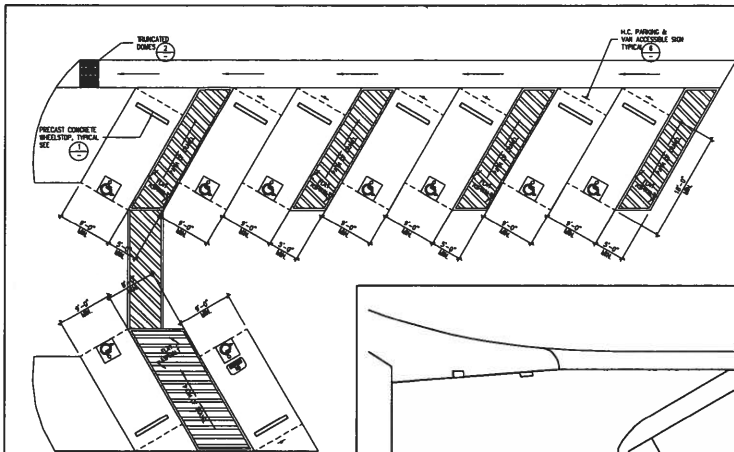
ACCESSIBLE PARKING



SITE PLAN

SCALE: 1" = 80'-0"





- NOTE:
1. SEE SITE PLAN FOR LOCATION & NUMBER OF ACCESSIBLE SPACES.
 2. SURFACES OF PARKING SPACES AND ACCESSIBLE SPACES SHALL BE CONCRETE OR ASPHALT (2.0" TO 3.0" THICK) WITH A FINISH GRADIENT (2.0" TO 3.0" IN ANY DIRECTION).
 3. 8" MIN. VERTICAL CLEARANCE IS PROVIDED AT THE PARKING SPACE AND WHEELSTOP. (SEE NOTE TO SEE SPACES FROM THE ENTRANCE) AND EXITS.

TYP. TRUNCATED DOMES

SCALE: N.T.S.

2

TYP. WHEELSTOP

SCALE: N.T.S.

1

(E) ACCESSIBLE PARKING PLAN

SCALE: N.T.S.

5

COLORS: RED, GREEN, & WHITE
BACKGROUND: BLUE
FOR ALL HANDICAP SIGNS AND



HANDICAP PARKING SIGN

Each parking space reserved for persons with disabilities shall be identified by a rectangular sign permanently posted immediately adjacent to and within three feet of the space, center of a parking space at a wheelchair with occupant in vehicle or with the back of the sign. The sign shall not be smaller than 18 inches by 24 inches, shall be in the color of white, shall be placed at a minimum height of 50 inches from the bottom of the sign to the parking space. Signs may also be located on the wall of the building and of the parking space at a minimum height of 50 inches from the parking space. Signs shall be placed on the following:

HANDICAP WARNING SIGN

An additional sign shall also be posted, in a conspicuous place, at each entrance to off-street parking facilities or immediately adjacent to and within three feet of the space. The sign shall not be less than 17 inches by 11 inches (432 mm by 280 mm) in size with lettering not less than 1 inch (25 mm) in height, which clearly and conspicuously states the following:



TYP. ACCESSIBLE PARKING SIGN

SCALE: N.T.S.

6

MALL SIDE

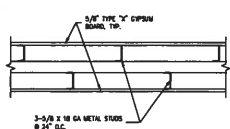
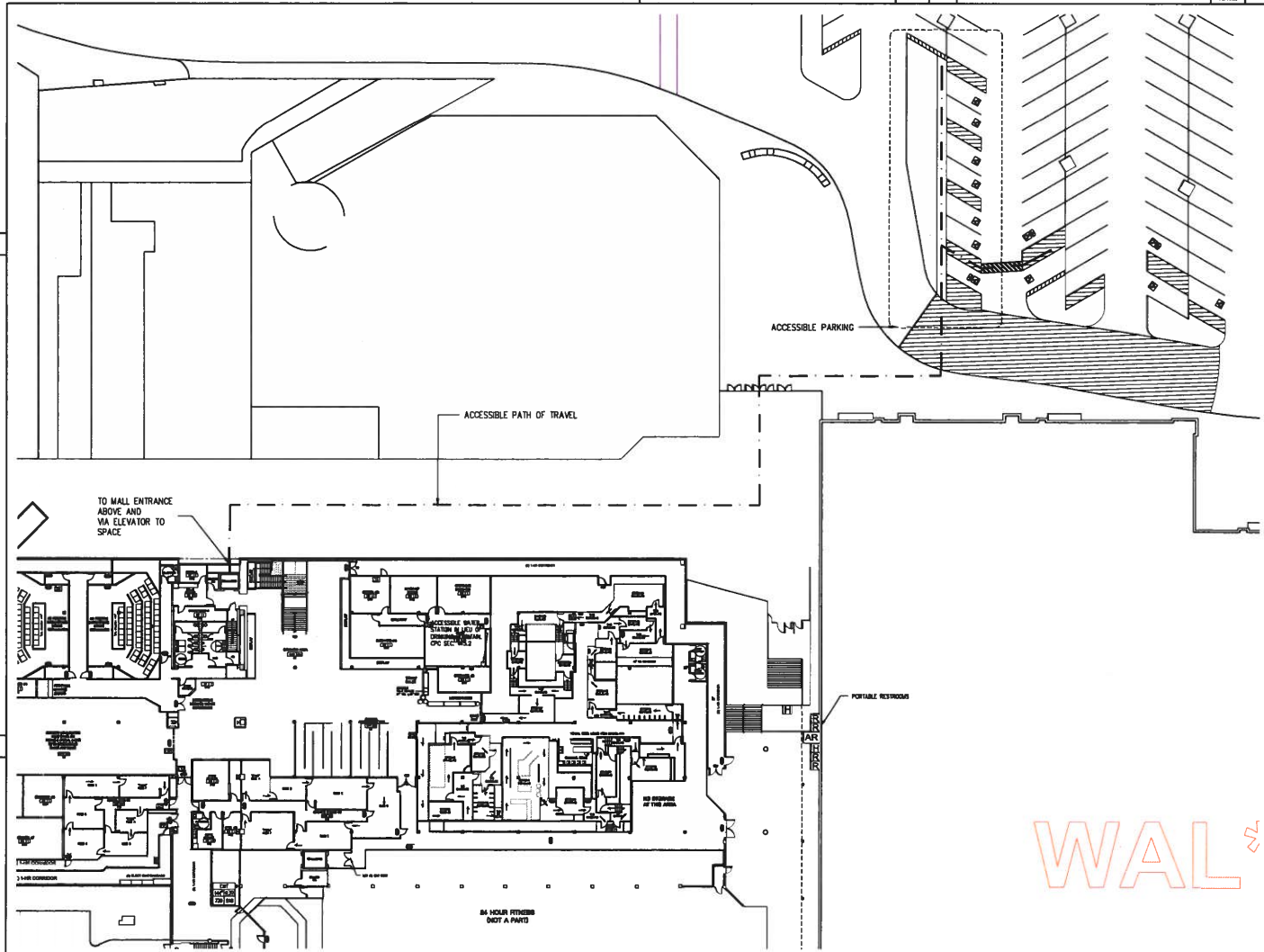


EXHIBIT SIDE

TYP. DOUBLE RATED WALL

SCALE: N.T.S.

7



SITE PLAN

SCALE: 1" = 20'-0"



ARCHITECTURE & ENGINEERING

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

REVISIONS

DATE: 10/06/2023

Drawing Content:

SITE PLAN

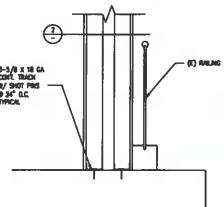


Project No.:	17/06/2023
Client:	17/06/2023
Design:	17/06/2023
Construction:	17/06/2023
Other:	17/06/2023

Designer: JC
Manager: EC
Date: 3/25/2024
Job No: 7023-045
Scale: AS NOTED
Drawing No:

A-1.1

SHEET: 01 OF 01



TYP. DOUBLE RATED WALL

SCALE: N.T.S. 1

MALL SIDE

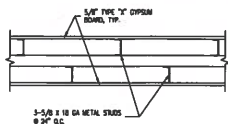
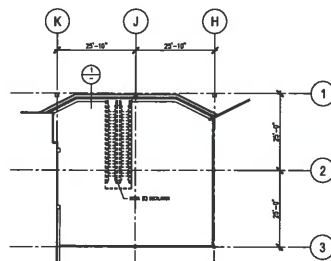


EXHIBIT SIDE

TYP. DOUBLE RATED WALL

SCALE: N.T.S. 2

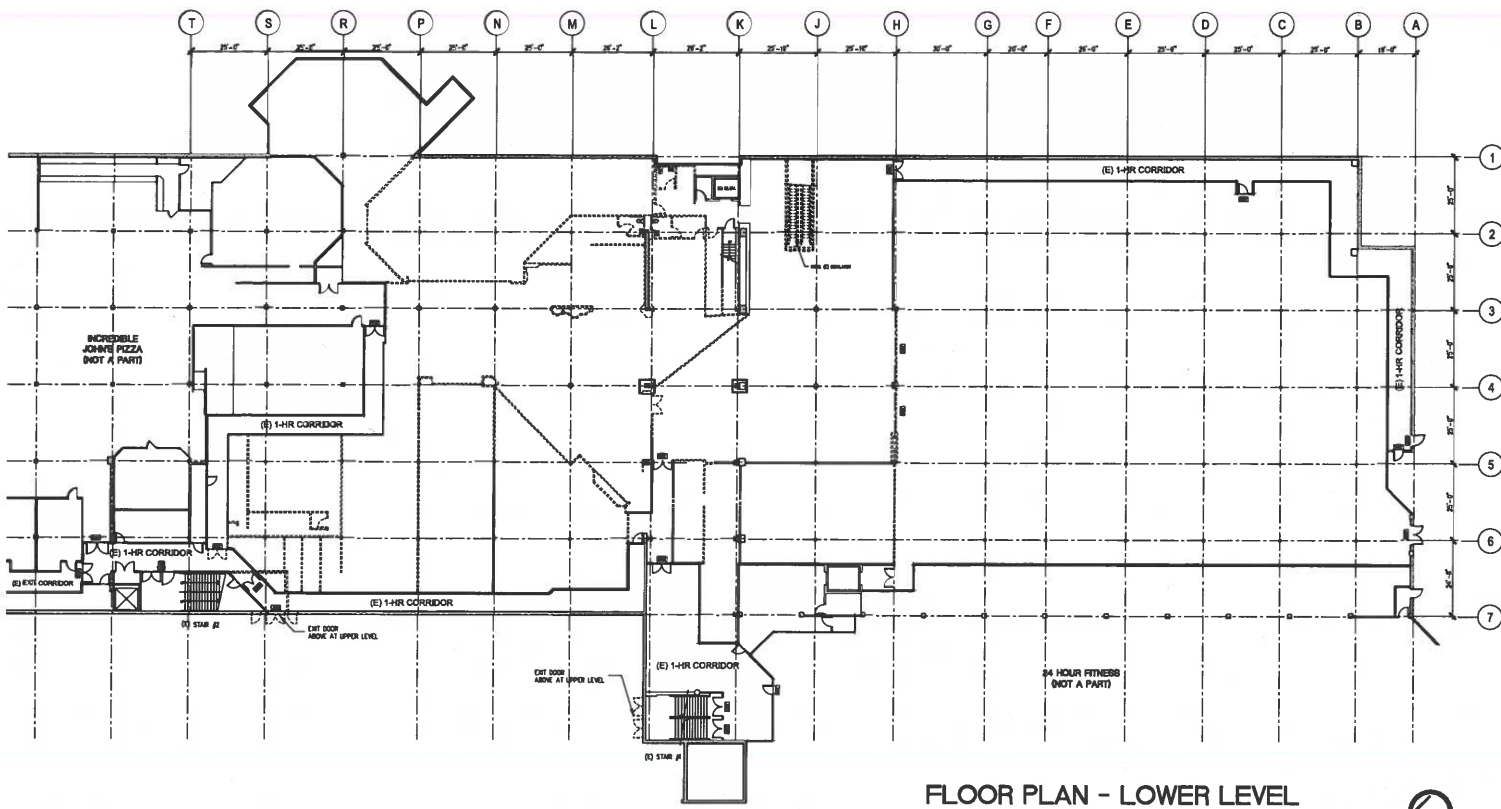


EXISTING PARTIAL UPPER FLOOR

SCALE: 1/16" = 1'-0" NORTH

LEGEND:

- (E) WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO BE DEMOLISHED



FLOOR PLAN - LOWER LEVEL

SCALE: 1/16" = 1'-0" NORTH



ARCHITECTURE . ENGINEERING

ONE HUNTER STREET, VENTURA, CALIFORNIA 93140
OFFICE: 805-755-1000 FAX: 805-755-1005

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

Creating Conditions:

FLOOR PLAN



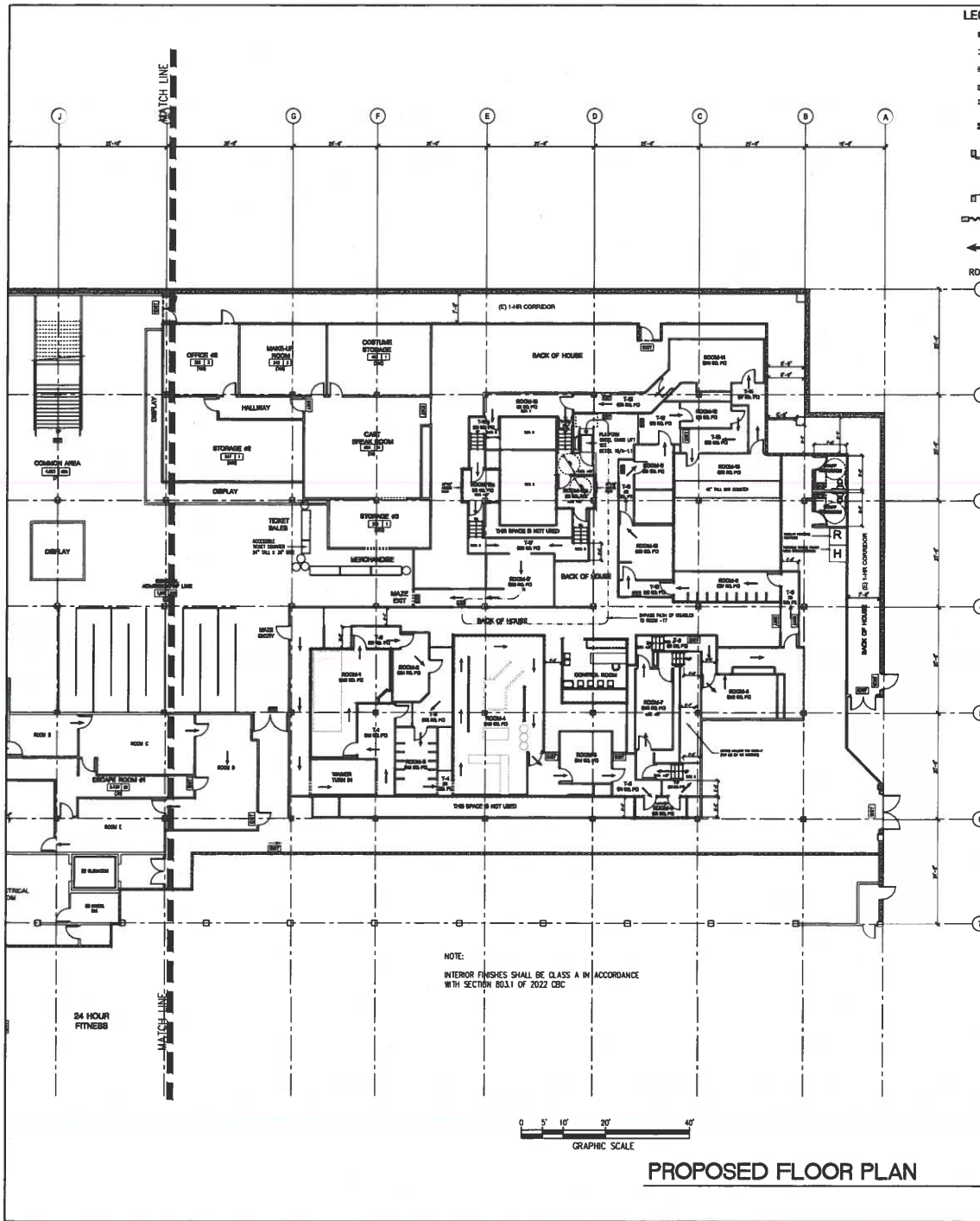
Revisions: Date:

C/P CORRECTIONS 10/05/2003

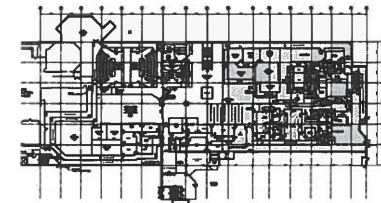
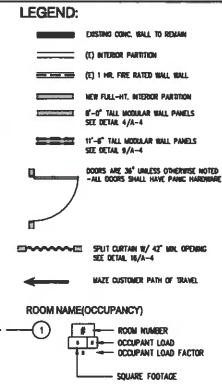
Designer: JC
Manager: EC
Title: 3/27/2004
Job No: 2003-045
Scale: AS NOTED
Drawing No:

A-1

PRINT: COPY:



PROPOSED FLOOR PLAN



KEY PLAN

OCCUPANT LOAD SUMMARY		PER 2019 CBC TABLE 1004.5			
AREA NUMBER/NAME	OCCUPANCY	AREA (SQ. FT.)	LOAD FACTOR	OCCUPANT LOAD	
COMMON AREA	A-3	4,863	7	695	
GENERAL ADMISSION/WP LINE	A-3	1,040	5	208	
ESCAPE ROOM 1	A-3	2,428	30	81	
ESCAPE ROOM 2	A-3	1,957	30	65	
MULTI PURPOSE SPACE	A-3	2,739	7	391	
INTERACTIVE MOVIE 1	A-1	2,055	FIXED SEATING	55	
INTERACTIVE MOVIE 2	A-1	2,055	FIXED SEATING	55	
MAZE	A-3	4,898	SEE TABLE BELOW	180	
PROP STORAGE #1	S-1	2,249	500	4	
PROP STORAGE #2	S-1	1,749	500	3	
BREAK ROOM #1	B	156	15	10	
OFFICE #1	B	97	100	1	
STORAGE ROOM #1	S-1	147	500	1	
TICKET SALES #1	B	50	100	1	
TICKET SALES #2	B	290	100	3	
BREAKROOM #2	B	160	15	11	
STORAGE #2	S-1	132	500	1	
OFFICE #2	B	296	100	3	
MAKE-UP ROOM	B	343	100	3	
COSTUME STORAGE	S-1	403	500	1	
CAST BREAKROOM	B	664	15	44	
STORAGE #3	S-1	222	500	1	
STORAGE #4	S-1	547	500	1	
STORAGE #5	S-1	286	500	1	
STORAGE #6	S-1	339	500	1	
STORAGE #7	S-1	686	500	1	
STOCK ROOM	S-1	193	500	1	
TOTAL OCCUPANT LOAD				1,823	

MAZE OCCUPANT LOAD CALCULATION					
TRANSITION ROOMS	AREA (SQ. FT.)	EXPERIENCE ROOMS	AREA (SQ. FT.)	ROOM OCCUPANTS	
T-1	144	ROOM-1	358	10	
T-2	39	ROOM-2	124	10	
T-3	122	ROOM-3	145	10	
T-4	24	ROOM-4	746	10	
T-5	74	ROOM-5	144	10	
T-6	67	ROOM-6	58	10	
T-7	82	ROOM-7	163	10	
T-8	91	ROOM-8	352	10	
T-9	70	ROOM-9	167	10	
T-10	46	ROOM-10	156	10	
T-11	50	ROOM-11	95	10	
T-12	82	ROOM-12	72	10	
T-13	109	ROOM-13	162	10	
T-14	77	ROOM-14	244	10	
T-15	123	ROOM-15	91	10	
T-16a	36	ROOM-16a	72	10	
T-16b	36	ROOM-16b	72	10	
T-17	155	ROOM-17	250	10	
TOTAL	1,427	TOTAL	3,471	180	
MAZE TOTAL		4,898			



ARCHITECTURE . ENGINEERING

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

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BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

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BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

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BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

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8420 ON THE MALL
BUENA PARK, CA 90620

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PROJECT NAME & SITE ADDRESS

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8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

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8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

PROJECT NAME & SITE ADDRESS

EXIT CALCULATION

LARRY W. GIBSON
Architect & Associates
1177 ENTERPRISE DRIVE
SAN DIEGO, CALIFORNIA 92108
(619) 521-1111 FAX: (619) 521-9000

May 27, 2005

ITEM: Lower Level Exit Analysis including future increasing doors

Steve & Barry's (1 total 666 occupants)
Rear (East) 3'-4" x 7'-4" exit door 170 occ
Side (North Corridor) 3'-4" x 7'-4" exit door 170 occ
West (Main Lobby) 7'-4" x 7'-4" roll-up door 326 occ
2d Flr. Entrance (Total 360 occupants)
West exit to Stair #1 3'-4" x 7'-4" door 90 occ
Decompressed Main space (Future Storage) 18,217 + 50 + 2 25 occ
Total Occupant Load Stair #1 (Door #48) 120 + 2 + 90 + 25 235 occ
Required Stair Width = 278 x 2 = 56' (existing width = 64') therefore okay

John's Incredible Pizza - SS 228 sq. ft. (Total 2,227 occupants)

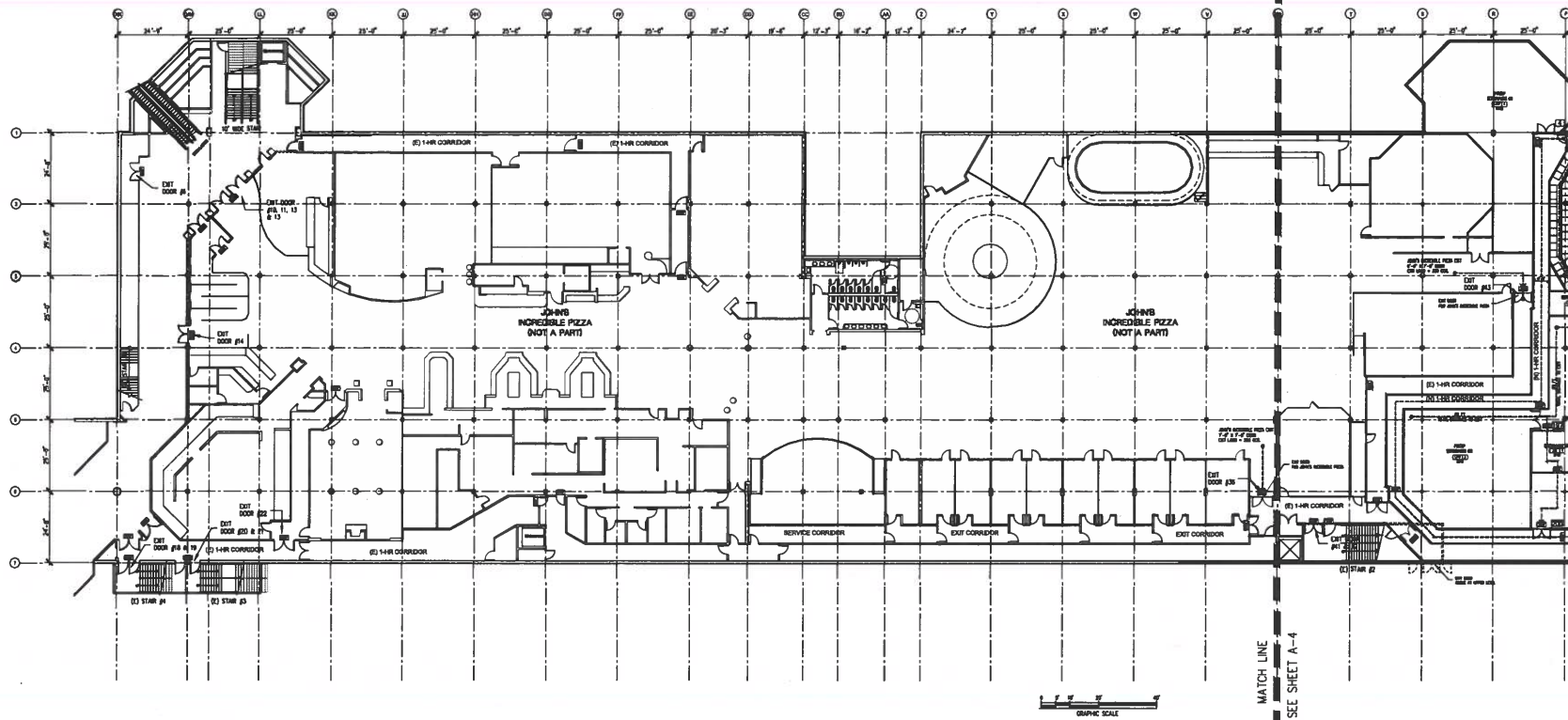
Door #43 (East) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Door #46 (Stair) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Total Occupant Load Stair #2 (Doors #43 & #46) 658 occ
Required Stair Width = 658 occ x 2 = 1,316' (existing width = 128') okay
Door #22 (Stair West) 3'-4" x 7'-4" door (64" clear + 2) 329 occ
Total Existing Exit Stairs #22, #43, #46 (3 of 6 Occupant Load = 3,114) 3,140 occ

Therefore, Tenant Door #11 is a minor hurdle
Minimum Door Width = 1,087 x 2 = 2,174' (existing width = 2,883') okay

Total Occupancy of Dental & Security Office 1,122 occ

Total Occupancy Load for Stairs #2, #4, #6, and new 10' Stairs 1,899 occ

Total Load Capacity of Stairs #2, #4, #6 (Doors #18, #21) 164' clear + 2 320 occ
Total Load Capacity of Stairs #3 & #4 (Door #64) clear + 2 330 occ
Total Load Capacity of New Stairs 120' clear + 2 200 occ
Total Load Capacity for Stairs #2 & #4, Stair #5, and new 10' wide Stairs 1,750 occ
Total Capacity exceeds wall required therefore okay



JOHN'S INCREDIBLE PIZZA PLAN
FOR REFERENCE ONLY

SCALE: 1/16" = 1'-0" NORTH



ARCHITECTURE & ENGINEERING

FOR DESIGN, STUDY, DESIGN, PRELIMINARY, & FINAL
OFFICE: 619-755-1000 FAX: 619-755-1001

PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER:

Drawing Content:

SITE PLAN



Revisions: _____ Date: _____

CDP CORRECTIONS 11/05/2003

CDP CORRECTIONS 02/07/2004

Drawn by: JC

Checked by: EC

Date: 3/21/2004

Job No: 2003-045

Scale: AS NOTED

Drawing No:

A-4.05

BY: _____ CP: _____



ARCHITECTURE . ENGINEERING

1000 S. GATEWAY AVENUE, SUITE 100
OAKLAND, CA 94612
OFFICE : 415-763-1000 FAX : 415-763-1001

PROFESSIONAL SEAL & SITE ADDRESS

17TH DOOR

BUENA PARK WALL
8420 ON THE WALL
BUENA PARK, CA 90620

DEVELOPER :

Drawing Content :

EGRESS PLAN



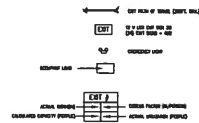
Revisions :	Date :
CIP CORRECTIONS	11/16/2023
CIP CORRECTIONS	11/16/2023

Designer : JC
Manager : EC
Date : 3/21/2024
JOB NO : 2023-043
Scale : AS NOTED
Drawing No :

A-4.1

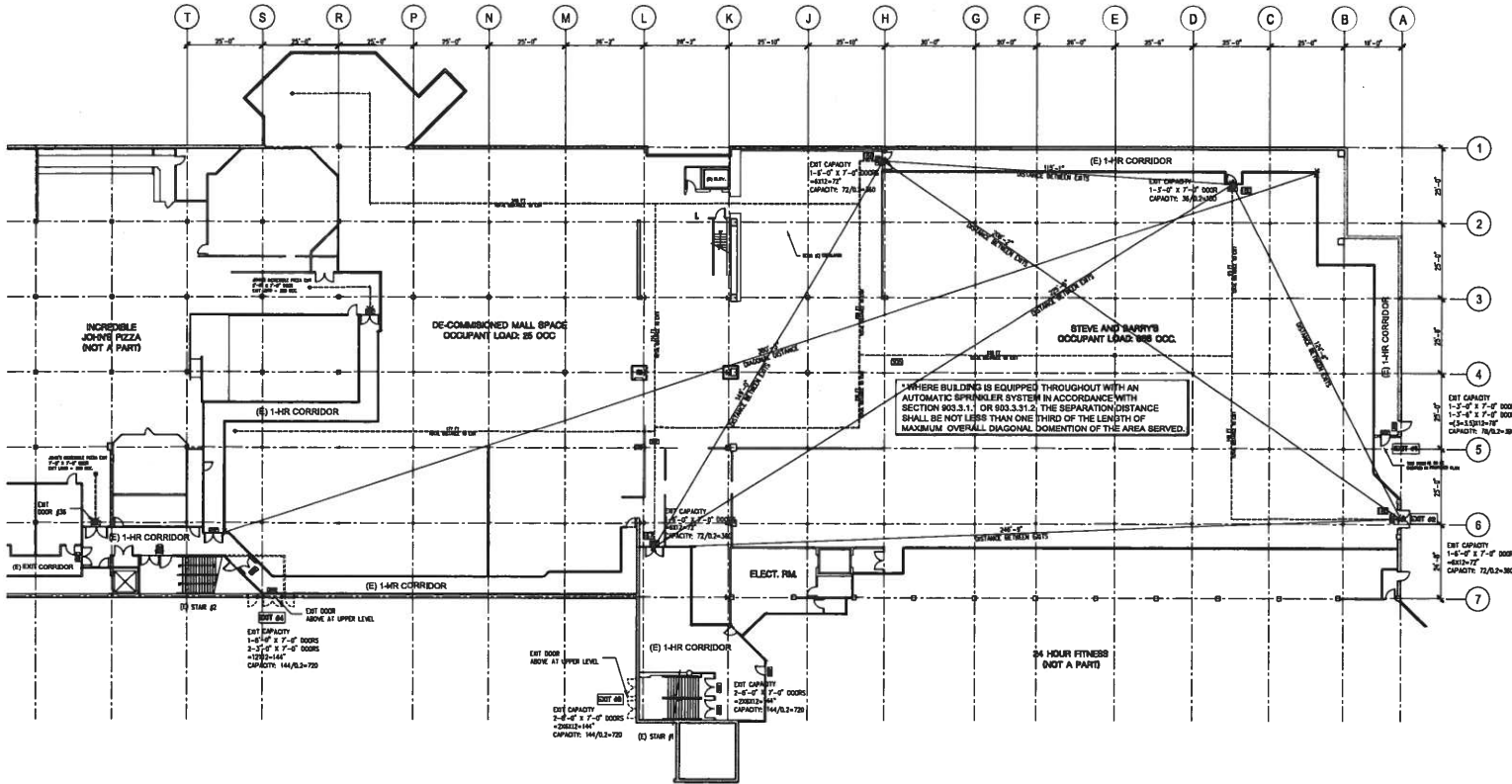
SHEET : OF :

EGRESS LEGEND:



LEGEND:

- (E) WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO REMAIN
- (E) INTERIOR WOOD STUD WALL TO BE DEMOLISHED



(E) EGRESS PLAN - LOWER LEVEL

SCALE: 1/16" = 1'-0" NORTH



ARCHITECTURE . ENGINEERING

1000 UNIVERSITY STREET, SUITE 100, SAN JOSE, CA 95128
OFFICE : 408-735-1000 FAX : 408-735-1001

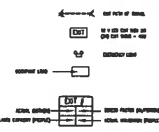
PROJECT NAME & SITE ADDRESS

17TH DOOR

BUENA PARK MALL
8420 ON THE MALL
BUENA PARK, CA 90620

DEVELOPER :

EXPRESS LEGEND



OCCUPANT LOAD SUMMARY					PER 2010 CBC TABLE 1004.5	
AREA NAME/NAME	OCCUPANCY	AREA (SQ. FT.)	LOAD FACTOR	ALLOWED	ACTUAL	
COMMON AREA	A-3	4,000	7	140		
GENERAL CHECKOUT/IMP LINE	A-3	1,000	5	50		
ESCAPE ROOM 1	A-3	2,430	30	73		
ESCAPE ROOM 2	A-3	1,837	30	55		
SALES PURPOSE SPACE	A-3	2,730	7	291		
INTERACTIVE MUSEUM 1	A-1	2,000	FIXED SEATING	50		
INTERACTIVE MUSEUM 2	A-1	2,000	FIXED SEATING	50		
BACK	A-3	4,800	SEE TABLE 1004.5	100		
PROP STORAGE #1	S-1	2,340	500	4		
PROP STORAGE #2	S-1	1,740	500	3		
STORAGE ROOM #1	S-1	100	15	6		
OFFICE #1	S-1	147	100	1		
STORAGE ROOM #2	S-1	147	500	1		
TOILET SALES #1	S-1	50	100	1		
TOILET SALES #2	S-1	200	100	3		
BREAKROOM #1	S-1	100	15	11		
STORAGE #3	S-1	132	500	1		
OFFICE #2	S-1	200	100	2		
STORAGE #4	S-1	243	100	2		
COSTUME STORAGE	S-1	400	500	1		
COSTUME STORAGE	S-1	400	500	1		
STORAGE #5	S-1	232	500	1		
STORAGE #6	S-1	647	500	1		
STORAGE #7	S-1	200	500	1		
STORAGE #8	S-1	330	500	1		
STORAGE #9	S-1	600	500	1		
STORAGE #10	S-1	100	500	1		
TOTAL OCCUPANT LOAD				1,023		

EXIT SEPARATION LOAD SUMMARY				
AREA	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1-1	100	100	100	100
1-2	100	100	100	100
1-3	100	100	100	100
1-4	100	100	100	100
1-5	100	100	100	100
1-6	100	100	100	100
1-7	100	100	100	100
1-8	100	100	100	100
1-9	100	100	100	100
1-10	100	100	100	100
1-11	100	100	100	100
1-12	100	100	100	100
1-13	100	100	100	100
1-14	100	100	100	100
1-15	100	100	100	100
1-16	100	100	100	100
1-17	100	100	100	100
1-18	100	100	100	100
1-19	100	100	100	100
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1-88	100	100	100	100
1-89	100	100	100	100
1-90	100	100	100	100
1-91	100	100	100	100
1-92	100	100	100	100
1-93	100	100	100	100
1-94	100	100	100	100
1-95	100	100	100	100
1-96	100	100	100	100
1-97	100	100	100	100
1-98	100	100	100	100
1-99	100	100	100	100
1-100	100	100	100	100

EXIT SEPARATION DISTANCE EXHIBIT

SCALE: 1/16" = 1'-0"



Developer : JC
Manager : EC
Date : 3/21/2024
Job No : 2023-045
Scale : AS NOTED
Drawing No :

A-4.2

DISCUSS AND PROVIDE DIRECTION REGARDING THE CREATION OF AN OFFICIAL CITY OF BUENA PARK SONG CONTEST

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	STUDY SESSION Item: 9A
Presented By	Prepared By
Mark Saucedo, Community Services Supervisor	Mark Saucedo, Community Services Supervisor
Approved By	
Aaron France, City Manager	

DISCUSSION

Mayor Sonne calendared the item of developing an official city song for City Council's consideration. While several songs have been composed about our city in the past, Buena Park currently lacks an official city song. The establishment of such a song through a contest presents an exciting opportunity to invite our community in a creative endeavor that promotes cultural expression and civic engagement. Many cities across the country have successfully implemented official city song contests, often in commemoration of milestone anniversaries or as part of broader cultural initiatives. These contests not only showcase local talent but also provide a platform for residents to express their affinity for their hometown through music.

One option would be to have the Cultural Engagement Commission, in conjunction with the Mayor, host the song contest and judge the submissions. This contest could be open to the general public, inviting submissions of original songs that reflect the spirit and identity of the city. The contest could be widely publicized through various channels to encourage broad participation from residents and local musicians. Outreach efforts could include social media, local media outlets, community events, and City Council announcements. First, second, and third place winners would be selected with recognition and prizes awarded, accordingly. The estimated cost of organizing and promoting the contest, including supplies, advertising, and prizes, is projected to range between \$3,000 to \$3,200.

Contest Criteria:

Originality - Submissions must feature original lyrics and melodies.

Family Friendly - Songs must be appropriate for all ages, with no obscenities or inappropriate content.

Inclusion of City name - The name "Buena Park" must be incorporated into the lyrics at least once.

Format - Submissions should be in mp3 format and include a lyric sheet.

Length - Songs should not exceed 4 minutes and 30 seconds in duration.

Tentative Timeline

July 9	City Council Discusses Program (Study Session)
July 23	City Council Approves Program and Budget Amendment
July 29 - September 17	Contest Promotion
September 19	Submission Deadline
September 23-26	Committee Review
September 30	Notify Winners

Attachments

[SONG- MY OWN BUENA PARK.pdf](#)

MY OWN BUENA PARK

Lyric by
W. H. KUYKENDALL

Music by
VERNON LEFTWIC

Moderato

mf

MY OWN BU-EN-A PARK, how dear to my heart Nest - ing mid the
As the moon — from a - bove smiles down up - on you With a gleam up

mf

flow - ers, the trees and — the vine; Thou art my gem and
on — a cot - tage far be - low I'm think - ing of a

ne'er shall we part For I love thee be - cause thou art mine. —
fair one tried and true And — mem'-ries on - ly we two shall know. —

Chords: Eb, Bb7, Eb, Ab, Bb9, Bb7, Eb, F#°, Eb, Cm, F9, F7, Bb7

E $\flat$ B $\flat$ 7

Close to the moun - tains near the o - cean side My beau - ti - ful Bu -
 Hair soft and wa - vy stream - ing down her back A gift sent down from

E $\flat$ B $\flat$ 7 E $\flat$ E $\flat$ 7 A $\flat$ B $\flat$ $^\circ$ Fm7 B $\flat$ 7

en - a Park's call - ing to me So gor - geous in green —
 Heav - en She's my an - gel lark The fair - est of lil - lies,

B $\flat$ 9 1 E $\flat$ C7 Fm7 B $\flat$ 7 E $\flat$

thou art my pride Sprawl - ing there on a trail to the sea. — As the
 pure as a

2 E $\flat$ Fm C Fm E $\flat$ F7 B $\flat$ 7 E $\flat$

li - lac She's why I love MY OWN BU - EN - A PARK.

molto rit.

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE USE OF THE CITY DIGITAL MARQUEE BY LOCAL NON-PROFIT GROUPS

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	STUDY SESSION Item: 9B
Presented By	Prepared By
Jessica Fewer, Senior Management Analyst	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

DISCUSSION

At the study session of February 13, 2024, Mayor Sonne requested a discussion related to the use of City facility marquees by Buena Park non-profit organizations.

The City has two digital monument sign marquees: one in front of City Hall along Beach Boulevard and a second front of Ehlers Event Center along Knott Avenue. Both signs display static announcements, events, programming, and alerts related to City business. Staff in the City Manager's Office program the City Hall sign, and Senior Center staff programs the Ehlers Event center sign. Currently, only City-related messaging is displayed on either sign.

Staff surveyed local cities to see if they permit outside organizations or non-profits to use their display signs. The City of La Palma was the only responsive agency that had allows this practice and has a policy in place (Attachment 1).

La Palma's policy allows their digital sign located at the Community Center to be used by "community-based organizations" to promote updates and events to the community. La Palma's policy defines "community-based organizations" as "external organizations separate from the City that have strong ties to the La Palma community..., typically including by not limited to non-profits with an office located in La Palma, local volunteer and civic groups with a membership primarily consisting of La Palma residents, governmental entities, or other community-based organizations in which the City has partnered with in the past to co-host events." The policy prohibits use of the sign for commercial, political, or religious purposes but otherwise does not regulate the content of an organization's message.

Allowing external organizations to use the City's digital displays would convert the signs from purely a vehicle of "government speech," over which the City has exclusive control, to a "limited public forum" wherein the City would retain the right to define the general categories of messages permitted, but could not make content or viewpoint based-distinctions. For this reason, if the City Council desires to move forward with exploring a policy allowing external organizations to use City-owned displays, staff recommends the City Council provide direction on the guidelines and parameters for that use, such as: whether one or both signs may be used; the nature and type of external organizations that are allowed to use signs; the frequency and duration of use; the nature of messaging as prompting commercial activities, information, events, or ideas; and other similar time, place, and manner regulations.

The City's existing policy governing the "Use of City Facilities" (City Council Policy Statement No. 26) may also be a helpful starting point. The policy allows certain facilities to be used free of charge by "city-sponsored programs, governmental agencies that represent or serve Buena Park residents, including school districts, and non-profit organizations whose majority of membership consists of Buena Park residents."

Once a policy is in place, the City will be obligated to provide non-discriminatory use of the signs to all qualifying organizations and staff would review and process any requests to use the sign within the confines of the policy adopted by the City Council.

Attachments

[Reader board Guidelines - La Palma.pdf](#)

[Policy No 26 Use of City Facilities.pdf](#)



MARKETING BY EXTERNAL ORGANIZATIONS

POLICY NO. SECTION AA

PAGE 1 OF 3

EFFECTIVE DATE: February 15, 2023

REVISED: February 15, 2023

1. PURPOSE

The City of La Palma ("City") takes great effort in ensuring a high level of communication and engagement between the City and members of the public. As part of that engagement, the City permits external organizations to promote themselves or provide updates to the community utilizing the City's various communication channels. This policy provides the limitations and the extent in which those external organizations may utilize City resources for the aforementioned purpose. In general, City business (including public safety or emergency messages) will receive priority over non-City business, and external organizations are permitted to utilize City resources for the aforementioned purpose provided that resources are available.

2. SCOPE

This policy applies to all external organizations or individuals that are separate from the City.

3. POLICY AND REQUIREMENTS

- A. Community-based organizations:** Community-based organizations are defined as external organizations separate from the City that have strong ties to the La Palma community. These types of organizations typically include but are not limited to nonprofits with an office located in La Palma, local volunteer and civic groups with a membership primarily consisting of La Palma residents, governmental entities, and other community-based organizations in which the City has partnered with in the past to co-host events or provide other opportunities for La Palma residents.
- B. General:** Marketing by any external organizations or individuals for commercial, political, or religious purpose or statements are not permitted. The City Manager or their designee will evaluate all requests to determine compliance with this policy.
- C. Social Media:** The City of La Palma and other governmental entities are allowed to utilize the City's official social media channels. Events and activities produced by all other community-based organizations may not be posted on the City's social media platforms unless the events and activities are formally co-sponsored by the City.
- D. Community Center Digital Sign:** External organizations may utilize the digital sign located at the City of La Palma Community Center (7821 Walker Street, La Palma, CA 90623). All information requested to be put on the sign should be submitted at least ten (10) days prior to the requested display date. The request may be submitted via email to the Public Works/Community Services Department liaison with the following information:
 - i. Name of Group/Organization
 - ii. Name of Program/Event/Activity with Date, Time, Location, and Cost of attendance **OR** Description of Recognition, Celebration, or other Activity



MARKETING BY EXTERNAL ORGANIZATIONS

POLICY NO. SECTION AA

PAGE 2 OF 3

EFFECTIVE DATE: February 15, 2023

REVISED: February 15, 2023

- iii. Full Name of Submitter
- iv. Phone Number and Email Address
- v. Requested Live Date and Duration (Maximum 14 Days on Sign)
- vi. Organization Tax ID

E. City Website: Community-based organizations may provide a URL to be placed within the City's official website to gather public participation or to raise awareness of their services. No other information from community-based organizations may be posted on the City's website. Events and activities produced by community-based organizations may not be posted on the website unless the events and activities are formally co-sponsored by the City.

F. Mosaic (Community Newsletter and Recreation Guide): Only community-based organizations may provide information to be placed in the Mosaic. The printable space within the Mosaic is highly limited and submittals are not guaranteed to be placed in the final issue. Therefore, it is imperative that submittals are clear and concise to increase the probability of being included in the printed product. All items sent for publication are considered drafts that are subject to review and editing to suit the professional nature of the Mosaic. Submittals must be sent to the Public Works/Community Services Department Management Analyst or designee and meet the following requirements to be considered:

- i. Submitted by a member of the organization's board or leadership.
- ii. Submitted by the deadline provided by the City. Late submittals will not be considered.
- iii. Be no longer than 300 words. Submittals that exceed this limit may be rejected or rewritten by the Mosaic's editor. Edits may still occur to maintain consistent sentence structure and flow within the Mosaic, in addition to correcting spelling or grammatical errors.
- iv. Be written in the 3rd Person. Do not use "I", "we", or "us" in referring to the organization.
- v. Provide information and statements that are objective in nature that do not display bias, prejudice, or personal opinions. Such statements may warrant submittals to not be considered in the future.
- vi. Include up-to-date primary contact information for the organization, including days/times/locations of meetings and an email or phone number.
- vii. Do not include the names of members in submittals if the members are on the City Council or advisory bodies at the time in which the issue is to print. For example, if a member is on the City Council for another year and the Mosaic prints in a month, the name of that member may not be included. However, if a member will leave the City Council in two weeks and the Mosaic prints in two months, the name of that member may be included.



MARKETING BY EXTERNAL ORGANIZATIONS

POLICY NO. SECTION AA

PAGE 3 OF 3

EFFECTIVE DATE: February 15, 2023

REVISED: February 15, 2023

- viii. Photos or images must be high-quality in nature. For printing purposes, the best images have a resolution of 300 dpi. Lower quality images may be excluded from printing depending on the resolution. It is recommended that submittals include images directly relevant to the article or information.

6. REVISION HISTORY

REVISION NO.	DESCRIPTION	REVISION DATE
0	ORIGINAL ISSUANCE DATE	February 15, 2023
1	--	--

7. AUTHORIZATION

A blue ink signature of Conal McNamara, written in a cursive style.

Conal McNamara
City Manager

February 15, 2023
Date



MARKETING & OUTREACH REQUEST FORM

FORM FOR MARKETING BY EXTERNAL ORGANIZATIONS POLICY

REVISED: February 15, 2023

Complete the section(s) for the method(s) of outreach you are requesting to utilize. All information will be reviewed by the City Manager or their designee prior to publication or posting.

1. COMMUNITY CENTER DIGITAL SIGN

Complete the submittal information below and either subsection A or subsection B depending on the item you wish to promote. Refer to Section 3D of the City Policy for additional information.

Organization Name _____
Representative Name _____
Phone _____ E-Mail _____
Organization Tax ID _____
Dates Requested (Max 14 Days) _____ through _____

A. Event Information

Program/Event/Activity _____
Location Address _____
Time of Activity _____ Cost (If Applicable) _____
Description _____

B. General Promotion

Description _____

2. CITY OF LA PALMA OFFICIAL WEBSITE OR "MOSAIC"

Refer to sections 3E and 3F of the City Policy for additional information.

Organization Name _____
Representative Name _____
Representative Title _____
Phone _____ E-Mail _____
Organization Tax ID _____
Website URL _____
Organization Description or Mission Statement _____

Meeting Locations _____
Meeting Days & Times _____

[Section 2 Continued on Back Side for Publication in the Mosaic]



MARKETING & OUTREACH REQUEST FORM

FORM FOR MARKETING BY EXTERNAL ORGANIZATIONS POLICY

REVISED: February 15, 2023

Requested Season of Issue for Mosaic

☐ Spring (Feb – Apr)

☐ Summer (May – July)

☐ Fall (Aug – Oct)

☐ Winter (Nov – Jan)

Draft Article Requested for Publication (Note: Limit the article to 300 words, write in the 3rd person, and be objective). The article must fit within the space below with 10 point font, single-spaced.

Please attach a photo or image to include with the article. Images must be high-quality in nature. For printing purposes, the best images have a resolution of 300 dpi. (Note: While you may submit your organization's logo, we recommend using photos of recent events to gather more attention)



City of
BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT: CITY COUNCIL

CONTACT PERSON: CITY CLERK

SUBJECT: USE OF CITY FACILITIES

It is the policy of the City Council that the use of meeting rooms at City Hall shall be made available free of charge and limited to city or city-sponsored programs and governmental agencies including school districts.

Use of the Police Department's Community Room shall be available free of charge and limited to city or city-sponsored programs, governmental agencies that represent or serve Buena Park residents including school districts, and non-profit organizations whose majority of membership consists of Buena Park residents. Use by groups other than city or city-sponsored programs shall be limited to once a month, and the hours of use shall be limited to the hours of operation of the Police Department's front counter. Police Department activities shall take priority over other requests for use, and the Police Chief has authority to determine availability of the room for community use.

Use of the Community Center at 6688 Beach Boulevard and all facilities at the Ehler's Community Center shall be available free of charge to city-sponsored programs and governmental agencies that represent or serve Buena Park residents including school districts. Such free use shall be granted on an as available basis, with priority being given to revenue-generating rentals. All other groups or individuals, including non-profit organizations, must pay the required rental fee. "No-fee" rentals are not permitted due to the cost of staffing, the potential to hinder revenue-generating rentals, and the need to maintain fairness to all community groups.

DISCUSS AND PROVIDE DIRECTION REGARDING BUENA PARK POLICE DEPARTMENT STAFFING AND ORGANIZATIONAL ASSESSMENT REPORT

Meeting	Agenda Group
Tuesday, July 9, 2024, 5:00 PM	STUDY SESSION Item: 9C
Presented By	Prepared By
Eddie Fenton, Assistant City Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

BACKGROUND:

On Tuesday, November 28, 2023, the City Council participated in a Goal Setting and Team Building Workshop facilitated by Lisa Gordon of Lisa Inspires. On January 9, 2024, the City Council adopted the City Council Goals and Objectives for Calendar Years 2024-2026. On May 28, 2024, the City Council approved a budget amendment to allocate funding to the Human Resources Department for the organizational assessment of the Police Department and all remaining City departments.

Over the last year, the City has conducted extensive engagement throughout the community to allow residents, businesses, and community members from every corner of Buena Park to "Speak Up" and join the conversation. After several community presentations, months of outreach, two scientifically conducted community surveys, and many community updates and emails, the City would like to thank the nearly 2,000 residents who have participated in Speak Up Buena Park! and gave your feedback through the community discussion around City service needs and priorities. The City listened and took their feedback into consideration in this year's budget process. Residents and community members identified the following City service priorities:

- Preventing crime, including property crimes, like burglary, robbery and car theft
- Ensuring that children have safe places to play and safe routes to school
- Maintaining 911 emergency response
- 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

Furthermore, residents voiced their appreciation and reliance on local public safety and senior citizen services. The Buena Park Police Department is facing a staffing shortage and the Department's staffing levels are below the recommended threshold for the City's size; emergency calls are increasing, straining response times. Residents have told us their priority is to recruit and retain experienced police officers, some of whom are leaving the City for higher-paying jobs in surrounding communities.

Based on the Community's survey response (Speak Up! Buena Park) and City Council's direction in furtherance of the City Council's Goals and Objectives 2024-26, Key Focus Area #3, the City Manager retained the services of Municipal Resource Group, LLC ("MRG") to conduct a Police Department assessment of effectiveness, efficiencies, and staffing needs. The assessment was conducted to provide the City Manager with a report of their findings and recommendations. Additionally, the purpose of this assessment was to gain a better understanding of the overall operational efficiency of providing the highest quality of City services to the public and identify areas that may not be operating efficiently due to shortages of staff and other resources. This assessment also made recommendations regarding staffing levels while identifying cost savings measures to eliminate duplicative efforts, waste, inefficiency, and possibly incorporate information technology (IT) to automate processes in an effort to increase productivity.

DISCUSSION:

As a result of a recent strategic planning session, the City Council directed Staff to assess all City department operations to review operational effectiveness and efficiencies, as well as staffing levels. The City Council directed staff to begin with a review of the Police Department prior to assessing all other City departments. The City Manager directed an outside consulting firm, MRG, to conduct an organizational and staffing level assessment of the Buena Park Police Department to better prepare the department for delivering services in the future.

The primary purpose of this review was to provide the City with a snapshot of observations and recommendations regarding organization staffing and potential needs, organizational structure and resource allocation, and review service delivery models, including supervisory and command structures. Recommendations for areas of organizational improvement were included in the analysis. The organizational analysis also included a review of crime trends, calls for service, scheduling and deployment models, organizational structure, bench marking statistics with other agencies, and an overall budget review.

One of the most difficult challenges that law enforcement executives, city managers, elected officials, and communities face is determining the appropriate formula for the effective and fiscally responsible staffing of its police department. The reality is that modern public safety priorities and police staffing are expensive, yet necessary and often difficult to understand. The most important factor to recognize is that there is simply no perfect model. Every community is different; every community has different policing and public safety needs and expectations, and every City implements different policing and service strategies. Further, many cities have different policing realities based upon historical perspectives, levels of crime, social disorder, geographic challenges, demographics, financial challenges, political environments, community expectations, demands for calls for service, and differing policing perspectives. For this reason, MRG conducted a comprehensive review of the operations of the Buena Park Police Department.

The question of how many sworn officers and professional support staff does any law enforcement agency really need depends upon numerous factors and criteria. Some of the factors to consider when evaluating and determining law enforcement staffing needs include:

- Population Trends / Tourism Impacts
- Workload Data
- Community Priorities
- Supervisory Span of Control
- Calls for Service / Response Times
- Investigations / Clearance Rates
- Geographic Coverage / Police Beat Alignments
- Patrol Schedules / Deployment Plans
- Budget Authorization
- Vacancy Rates

- Officer to Resident Ratios
- Crime Statistics / Crime Trends

The Buena Park Police Department Organizational Assessment kicked off in April 2024 and was led by two highly-competent professionals from MRG. The objective was to collaborate with department staff in evaluating the department's organizational structure, operations, and services.

The assessment focused on identifying opportunities for improvement and enhancing overall efficiency and service delivery to the police department's operational structure. Therefore, the recommendations provided by MRG did not include an assessment of the fiscal impact on the organization. MRG also recognizes that given the City's current fiscal constraints, implementing many of these recommendations may require adding additional funding sources or reallocating existing financial resources.

PATROL BUREAU

The Patrol Bureau mission is to handle all in-progress crime calls, medical emergencies, traffic collisions, and other service-related calls. Most calls require two officer responses and with the demands of legislation and other societal expectations, service calls generally take longer than in the past. Ultimately, the primary mission of the Patrol Bureau is to disrupt crime, maintain order, and serve the public trust. While resources may be stretched thin, staffing patrol remains the top priority in keeping the community safe.

The Patrol Bureau consists of two Patrol Watch Commanders (Police Lieutenants), six Police Sergeants, and 37 Police Officers, including two K9 Police Officers. The Patrol Bureau is supported by four civilian Police Services Officers, Traffic Bureau, and other specialized assignments. The City is broken into five geographical districts or beats. These beats are based on size and population ensuring an equal balance of police services.

The following is a breakdown of patrol minimum staffing:

- Day Shift – 6 am to 4 pm / One Police Sergeant & Five Police Officers
- Swing Shift – 2 pm to Midnight / One Police Sergeant & Seven Police Officers*
- Graveyard Shift – 8:30 pm to 6:30 am / One Police Sergeant & Five Police Officer

Below is a summary of the 20 recommendations from MRG in table form.

Summary of Recommendations

No.	DIVISION OR UNIT	RECOMMENDATION
1	Watch Commander's Office	Add 2 new Lieutenant positions
2	Patrol	Review Corporal Roles and Responsibilities
3	Professional Standards	Add 1 new Police Officer position
4	Patrol	Add (Unfreeze) 4 Police Officer positions
5	Patrol	Add 4 new Police Officer positions
6	Patrol	Review 3/12 – 4/10 Hybrid Schedule
7	Patrol	Add 3 new Police Services Officer (PSO) positions
8	Traffic	Add 1 new Police Officer position (Motorcycle Officer)

9	Operations Division	Review Community Involvement Team (CIT) and the Special Operations Bureau Roles and Responsibilities
10	Investigations	Add 3 Police Officers (to Crimes Property, Crimes Persons, Crimes against Children)
11	Support Services	Add 1 new Support Services Manager position
12	Support Services	Evaluate Civilianizing the Crime Prevention Program
13	Dispatch	Add 4 new Dispatcher positions
14	Records	Review 24/7 staff coverage in Records
15	Administration	Add 1 new Management Analyst
16	Administration	Add 1 new Administrative Assistant
17	Training	Earmarking all of the Supplemental Law Enforcement Funding (SLESF) for training
18	Chief's Office	Incorporate staffing needs into next Strategic Planning process
19	Chief's Office	Prepare a Succession Plan as part of next Strategic Planning process
20	Chief's Office	Prepare a Staffing Allocation Plan

The draft report includes 20 recommendations to enhance and restore staffing and organizational structure. Of the 20 recommendations, a total of 11 reflect a need to hire additional staff. The 25 recommended positions are:

- 2 additional Lieutenants
- 13 additional Police Officer positions
- 1 new Support Services Manager position
- 4 additional Dispatcher positions
- 3 additional Police Services Officer positions
- 1 new Management Analyst
- 1 new Administrative Assistant position

Adding 25 staff to the Police Department has significant costs and budgetary impacts to the organization.

The MRG Consultant Team strongly recommended the City Council and Executive Team focus on enhancing the most immediate needs for additional patrol officers and dispatchers. This recommendation serves to enhance patrol staffing, levels of management, supervision, and effective span of control. In addition, there is a need to enhance support services and administrative assignments, enhance investigative services, restore traffic services, and restore much needed professional staffing. These recommendations will serve to enhance organization effectiveness, efficiency, and the delivery of public safety services to the Buena Park community.

All recommendations should be considered in establishing future goals and objectives for the Department. The future implementation of staffing needs to begin now, but any and all new staffing should be considered in a three to five-year strategic hiring plan that will assist in identifying necessary funding strategies.

BUDGET IMPACT:

There is no budget impact from receiving and filing this draft report. However, implementing the recommendations from this assessment could cost between \$5,000,000 to \$6,000,000 annually in personnel costs. This amount does not include any necessary vehicle or equipment purchases or the infrastructure needed to support these new positions. Though it will take time over multiple fiscal years to reorganize and scale all of the Police Department activities as a result of this report, the benefits and enhancements to the community will be significant.