

Tuesday, August 13, 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
 - Chaplain Jonathan Lee, Buena Park Police Department
- 1D. PLEDGE OF ALLEGIANCE
 - Mark Saucedo, Community Services Supervisor
- 1E. CITY MANAGER REPORT
 - Aaron France, City Manager

2: PRESENTATIONS

- 2A. EMPLOYEE SERVICE AWARD
 - Presented to Frank Moore, Public Works Department
 - 20-Year Service Award

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 July 23, 2024.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

- Recommended Action: Adopt Resolutions approving the Claims and Demands.

4C. PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INSTALLATION OF KOREATOWN SIGNS ALONG BEACH BOULEVARD

— Recommended Action: 1) Approve a project specific maintenance agreement with the State of California/Caltrans for the installation of Koreatown signs along Beach Boulevard; 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.

4D. COOPERATIVE AGREEMENT WITH THE CITY OF CYPRESS FOR THE VALLEY VIEW STREET REHABILITATION PROJECT (ARTERIAL STREET REHABILITATION, PROJECT 377)

— Recommended Action: 1) Approve a cooperative agreement with the City of Cypress for the Valley View Street Rehabilitation Project (Arterial Street Rehabilitation, Project 377); 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.

4E. AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES WITH NORESCO, LLC FOR AN INVESTMENT GRADE AUDIT FOR THE CITY OF BUENA PARK'S FACILITIES AND INFRASTRUCTURE

— Recommended Action: 1) Approve an agreement for progressive design-build services with NORESCO, LLC, in connection with an Energy Conservation and Performance Project at designated City facilities; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and 4) Authorize the City Manager and Public Works Director to administer the agreement.

4F. AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH TSG ENTERPRISES, INC. DBA THE SOLIS GROUP FOR THE ADMINISTRATION OF THE COMMUNITY WORKFORCE AGREEMENT (CWA)

— Recommended Action: 1) Approve Amendment No. 2 to Professional Services Agreement No. 22-22 with TSG Enterprises, Inc. dba The Solis Group, in the amount of \$200,000 to administer the City's Community Workforce Agreement (CWA); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and the City Clerk to execute the amendment.

4G. DONATION OF A POLICE VEHICLE TO THE RIO HONDO POLICE ACADEMY IN LOS ANGELES COUNTY

Authorize the donation of one police vehicle to the Rio Hondo Police Academy in unincorporated Whittier, Los Angeles County, California, pursuant to Buena Park Municipal Code 3.28.150(D).

— Recommended Action: 1) Authorize the donation of one police vehicle to the Rio Hondo Police Academy in unincorporated Whittier, Los Angeles County, California, pursuant to Buena Park Municipal Code 3.28.150(D), under the Rio Hondo College Foundation.

4H. APPROVAL OF CITY RESPONSE TO 2023-2024 ORANGE COUNTY GRAND JURY REPORT ENTITLED "TALKING TRASH: RECYCLABLES AND ORGANIC WASTE"

— Recommended Action: 1) Approve the City's response to the 2023-2024 Orange County Grand Jury report entitled, "Talking Trash: Recyclables and Organic Waste."

5: NEW BUSINESS

5A. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH ROY ALLAN SLURRY SEAL, INC. FOR THE 2023-2024 ANNUAL SLURRY SEAL PROJECT

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the 2023-2024 Annual Slurry Seal Project; 2) Award a contract to Roy Allan Slurry Seal, Inc. in the amount of \$273,759; 3) Authorize contingency funds in the amount of \$30,000 in the same purchase order; 4) Authorize construction engineering in the amount of \$30,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and 6) Authorize the City Manager and City Clerk to execute the contract.

5B. RESOLUTION APPROVING PLANS, SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH HARDY & HARPER, INC. FOR THE LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Los Coyotes Drive Street Improvement Project; 2) Award a contract to Hardy & Harper, Inc. in the amount of \$650,000; 3) Authorize contingency funds in the amount of \$65,000 in the same purchase order; 4) Authorize construction engineering in the amount of \$46,000; 5) Authorize a purchase order for The Solis Group in the amount of \$6,000 for administration of the Community Workforce Administration (CWA); 6) Authorize contingency funds in the amount of \$3,000 for the Community Workforce Administration (CWA); 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and 8) Authorize the City Manager and City Clerk to execute the contract.

5C. BUDGET ALLOCATION FOR THE OFFICE OF SUSTAINABILITY

— Recommended Action: 1) Allocate \$43,000 from the undesignated General Fund balance for the Office of Sustainability budget for Fiscal Year 2024-2025.

6: PUBLIC HEARING

Public Hearings are held at 6:00 PM

6A. APPEAL OF GROUP HOME PERMIT DENIAL AT 8559 BLUEBELL DRIVE

The request for a Public Hearing has been withdrawn at the request of the Appellant.

6B. TITLE 19 (ZONING CODE) TEXT AMENDMENT C-24-4 REGARDING URBAN HOMESTEADING

— Recommended Action: 1) Adopt the proposed Ordinance approving Text Amendment No. C-24-4 regarding the keeping of chickens and bees within single-family residential (RS) zones citywide.

6C. TITLE 19 (ZONING CODE) TEXT AMENDMENT C-24-5 REGARDING TEMPORARY SIGNS

— Recommended Action: Adopt the proposed Ordinance approving Text Amendment No. C-24-5: Title19 (Zoning) of the Buena Park Municipal Code regarding the placement of temporary signs on public property and public rights-of-way. If the City Council approves the Text Amendment, it is recommended the City Council adopt a Resolution establishing approved locations for the posting of temporary special event signs.

6D. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734 PERMITTING ANY ALLOWED USE WITHIN THE CG (COMMERCIAL GENERAL) ZONE TO OCCUPY THE DEVELOPMENT AT 6172 BEACH BOULEVARD

— Recommended Action: 1) Adopt the proposed ordinance approving the First Amendment to Development Agreement No. DA17-26734 permitting any allowed use within the CG (Commercial General) zone to occupy the development at 6172 Beach Boulevard; and 2) Authorize the Mayor and City Clerk to execute the amendment on behalf of the City.

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

There are no Study Session items.

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.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 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: August 8, 2024



EMPLOYEE SERVICE AWARD

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	PRESENTATIONS Item: 2A
Presented By	Prepared By
	Jessica Fewer, Senior Management Analyst
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

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PREVIOUS CITY COUNCIL ACTION

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DISCUSSION

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PUBLIC HEARING NOTICE

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BUDGET IMPACT

start typing here...



APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, August 13, 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 July 23, 2024.

Attachments

[2024-07-23 CC M 330PM.pdf](#)

[2024-07-23 CC M 5PM.pdf](#)

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD JULY 23, 2024

Vol. 54 Pg. 128

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, July 23, 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 Vice Mayor Ahn.

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 NEGOTIATORS

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)(2)

A point has been reached where, in the opinion of the City Council on the advice of its City Attorney based on existing facts and circumstances, there is a significant exposure to litigation against the City

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 4:03 p.m.

Mayor

ATTEST:

City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD JULY 23, 2024

Vol. 54 Pg. 130

1. GENERAL

The City Council met in a regular session on Tuesday, July 23, 2024, at 5:00 p.m. in the City 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. INVOCATION

The Invocation was led by Rabbi Lawrence Goldmark.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rebecca Valdez, Human Resources Manager.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- Video congratulating Buena Park graduates
- Director of Government and Community Relations/City Clerk informed the community regarding the *If I Were Mayor* Poster and Essay contest. Interested Buena Park students ages 6 – 18 may submit their original entries by Thursday, September 12, 2024, 6:00 p.m. at City Hall.
- Summer 2024 Concert in the Park, Wednesday, July 24, 2024, Tijuana Dogs, 7:00 p.m., Boisseranc Park
- Peak Park Grand Reopening, July 31, 2024, 4:00 p.m.
- Summer 2024 Concert in the Park, Wednesday, July 31, 2024, Bruno and the Hooligans – Bruno Mars Tribute, 7:00 p.m., Boisseranc Park
- Whitaker Park Grand Opening, Wednesday, August 7, 2024, 9:00 a.m. – 12:00 p.m.
- Summer 2024 Concert in the Park, Wednesday, August 7, 2024, New Romantics – Taylor Swift Tribute, 7:00 p.m., Boisseranc Park
- All Employee Summer Concert and National Night Out, Wednesday, August 7, 2024, 6:00 p.m., Boisseranc Park

2. PRESENTATIONS

2A. EMPLOYEE SERVICE AWARDS – JOSEPH DAVENPORT, BUENA PARK POLICE DEPARTMENT, 20-YEAR SERVICE AWARD

Mayor Sonne presented a Certificate of Recognition to Joseph Davenport, Buena Park Police Department, for his 20 years of service in the City of Buena Park.

Legislative representatives provided Certificates of Recognition to Joseph Davenport on behalf of federal, state, county, and local legislators.

3A. 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.

Jim Schoales, Buena Park resident, spoke in support of the proposed City Employee Comprehensive Wellness Program and the consideration of submitting to Buena Park voters a ballot measure for a one cent transactions and use tax (local sales tax) at the November 5, 2024 General Municipal Election.

Danielle Schell, So Cal Dyno and Performance Automotive representative, spoke regarding concerns on the requirements established by the Code Enforcement Division on the business. Ms. Schell also requested the City to require compliance throughout the City with no focus areas; to lower the costs of license and permit fees; and, to fill the District 2 Council Member vacancy.

Tomas Castro, Climate Action Campaign, spoke regarding the City's Climate Action and Adaptation Plan and thanked the City Council for the work done to advance the Plan.

There being no additional requests to speak, Mayor Sonne closed oral communications.

4. CONSENT CALENDAR (4A – 4J)

Mayor Sonne announced that Consent Calendar Item Nos. 4A through 4J would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. Mayor Sonne requested Item No. 4F for separate discussion. There being no additional requests for separate consideration, the following action was taken on Item Nos. 4A – 4J:

MOTION: Brown
SECOND: Traut
AYES: Brown, Traut, Ahn, Sonne
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4J be approved.

Minutes**4A. APPROVAL OF MINUTES**

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of July 9, 2024.

APPROVED the recommended action.

Finance 75**4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS**

Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 14875

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,242,182.93 DEMAND NOS 425626 THROUGH 425832 CANCELLED NOS 421914, 422109, 422158, 422210 AND 422306

RESOLUTION NO. 14876

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,087,884.75 COVERING REGULAR PAYROLL ENDING JULY 05, 2024

Reports & Studies 129**4C. TREASURER'S REPORT FOR THE MONTH OF JUNE 2024**

Recommended Action: Receive and file the reports.

APPROVED the recommended action.

Contracts 70 C-3533 Public Works Proj. 125 PW-955**4D. FINAL PAYMENT FOR THE CABALLERO BOULEVARD PAVEMENT REHABILITATION PROJECT**

Recommended Action: 1) Accept the project as complete and approve final payment to Hardy and Harper, Inc. in the amount of \$604,391.18; and, 2) Direct the Public Works Department to file a Notice of Completion.

APPROVED the recommended action.

Contracts 70 C-3554 Public Works Proj. 125 PW-963**4E. CONTRACT WITH M.J. ELLS CONSTRUCTION, INC. FOR THE STAGE STOP IMPROVEMENTS PROJECT AND AUTHORIZE A PURCHASE ORDER WITH BIO-ONE FOR ODOR REMOVAL AND CLEANING**

Recommended Action: 1) Approve a contract with M.J. Ells Construction, Inc. in the amount of \$65,615 for fire repairs to the City's Stage Stop building; 2) Approve a purchase order to Bio-One in the amount of \$24,050.80 for fire-odor remediation of the building; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract and purchase order; and, 4) Authorize the City Manager and City Clerk to execute the contract.

APPROVED the recommended action.

Contracts 70 C-3555 Human Resources 89**4F. PROFESSIONAL SERVICES AGREEMENT WITH WORKCARE, INC. (WELLNESS SOLUTIONS) FOR A CITY EMPLOYEE COMPREHENSIVE WELLNESS PROGRAM**

To approve an agreement with Workcare Inc. to provide a wellness program for the Police Department and City employees. The program will enhance officer and employee wellness and resilience by providing employee health resources.

Recommended Action: 1) Approve a professional services agreement with Workcare, Inc. (Wellness Solutions) in the amount of \$201,620 to provide a comprehensive wellness program for all Buena Park Police Department and City employees; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to sign the agreement; and 4) Authorize a budget amendment in the amount of \$201,700 from the undesignated General Fund balance for this purpose.

APPROVED the recommended action.

Contracts 70 C-3515 Public Works Proj. 125 PW-947**4G. AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR LAND DEVELOPMENT ON-CALL ENGINEERING SERVICES**

Recommended Action: 1) Approve Amendment No. 1 to a Professional Services Agreement with Transtech Engineers, Inc. in the amount of \$80,000 to provide additional on-call land development engineering services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; 3) Authorize the City Manager and the City Clerk to execute the amendment; and, 4) Authorize a budget amendment in the amount of \$50,000 from the undesignated Water Enterprise Fund balance.

APPROVED the recommended action.

Contracts 70 C-3373 C-2886 Police Dept. 117

- 4H. AMENDMENT NO. 1 TO AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF TEN (10) ADDITIONAL POLICE BODY-WORN CAMERAS
Authorize the City Manager to execute a 34-month agreement to purchase ten (10) additional police body-worn cameras. Costs will be funded by the General Fund reserves.

Recommended Action: 1) Approve Amendment No. 1 to the agreement with Axon Enterprise, Inc. for the purchase of ten (10) additional police body-worn cameras (BWC) with associated hardware, software, data, and evidence storage for a total 34-month cost of \$45,531.58; 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.

APPROVED the recommended action.

Police Dept. 117 Budgets 47

- 4I. AUTHORIZE PURCHASE OF SEWER VACTOR TRUCK AND POLICE PURSUIT VEHICLE UPFITTING AND APPROVE A BUDGET AMENDMENT FOR THIS PURPOSE

Recommended Action: 1) Authorize the purchase of one CNG Vactor Truck from Haaker Equipment Company in the approximate amount of \$697,815.93; 2) Authorize upfitting of three police vehicles by Innovative Emergency Equipment in the approximate total amount of \$77,003.37; 3) Approve a budget amendment in the amount of \$105,000 for the cost of upfitting the police vehicles and additional cost of the Vactor truck due to an increase in costs since the items were originally budgeted; and, 4) Determine that dispensing with competitive bidding pursuant to Municipal Code Section 3.28.080(E) is in the best interests of the City because it will result in the lowest purchase price for this vehicle.

APPROVED the recommended action.

Reports & Studies 129 Police Dept. 179 Public Works 124 Environmental Impact 179 Environmental Program (Sustainability) 180

- 4J. APPROVAL OF CITY RESPONSES TO TWO 2023-2024 ORANGE COUNTY GRAND JURY REPORTS ENTITLED "LAW ENFORCEMENT'S RESPONSE TO MENTAL HEALTH CALLS FOR SERVICE" AND "E-BIKES: FRIEND OR FOE"

Recommended Action: 1) Approve the City's response to the 2023-2024 Orange County Grand Jury report entitled, "Law Enforcement's Response to Mental Health Calls for Service"; and, 2) Approve the City's response to the 2023-2024 Orange County Grand Jury report entitled, "E-Bikes: Friend or Foe."

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5C)

Admin. Svcs. 112 Budgets 47 Planning 14**5A. REORGANIZATION PLAN FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT BUILDING DIVISION AND RESOLUTION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN ESTABLISHING THE NEW PRINCIPAL PLAN CHECK ENGINEER AND ASSOCIATE PLAN CHECK ENGINEER CLASSIFICATION SPECIFICATIONS AND PAY RANGES**

To authorize the Human Resources Department to reorganize the City's Building Division to better fit the needs of the building plan check program. This new position will cost \$220,000 in total compensation. This amount is expected to come from the City's General Fund Undesignated Reserve Fund balance.

Recommended Action: 1) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan establishing the Principal Plan Check Engineer and Associate Plan Check Engineer classifications and salary ranges; 2) Approve the new job classification specifications of Principal Plan Check Engineer and Associate Plan Check Engineer; and 3) Appropriate \$220,000 from the undesignated General Fund balance for this purpose.

Human Resources Manager Valdez provided a report regarding the reorganization plan for the Community and Economic Development Department, Building Division. There has been an increase in development activity in the City, which increased the number of building plan checks submitted. As a result, plan check turnaround times have increased to the point that they are negatively impacting external and internal customers. An addition of a full-time Plan Check Engineer will improve plan check turnaround times and provide one-on-one service to residents and businesses at the public counter, allow Q&A about the plan check process, or review plans over-the-counter. This new plan check position will supplement the current plan check services provided by the consultant, Hue Luu. Additionally, Human Resources Manager Valdez discussed the resolution the Buena Park Management Unit in establishing the compensation plan for the Senior Plan Check Engineer and Associate Plan Check Engineer.

Vice Mayor Ahn asked about the timeline of hiring to fill the Senior Plan Check Engineer and Associate Plan Check Engineer positions.

Human Resources Manager Valdez explained that the Human Resources Department staff will be working on the recruitment plan once it is approved by the City Council.

MOTION: Ahn
SECOND: Sonne
AYES: Ahn, Sonne, Brown, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14877

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REORGANIZATION PLAN FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT BUILDING DIVISION, AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN TO ADD THE NEW PRINCIPAL PLAN CHECK ENGINEER AND ASSOCIATE PLAN CHECK ENGINEER JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE

Contracts 70 C-3556 Public Works Proj. 125 PW-964**5B. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH TUNNELWORKS SERVICES, INC. FOR THE 2023-2024 & 2024-2025 SEWER MAIN LINING AT VARIOUS LOCATIONS PROJECT**

Recommended Action: 1) Adopt a resolution approving the plans and specifications for the 2023-2024 & 2024-2025 Sewer Main Lining at Various Locations Project; 2) Award a contract to Tunnelworks Services, Inc. in the amount of \$1,035,308.75; 3) Authorize contingency funds in the amount of \$100,000 in the same purchase order; 4) Authorize a purchase order for the Solis Group in the amount of \$8,070 for administration of the Community Workforce Agreement (CWA); 5) Authorize contingency funds in the amount of \$1,500 for CWA administration; 6) Authorize a budget transfer in the amount of \$125,000 from the Miscellaneous Sewer Systems Improvements Account (52-490010-9806) for this purpose; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

Associate Engineer Miller provided a report regarding approving the plans, specifications, and approval of contract with Tunnelworks Services, Inc. for the 2023-2024 and 2024-2025 Sewer Main Lining Project at various locations. The City aims to annually improve the sewer main lining as a proactive measure in preserving the infrastructure's integrity and prolonging the lifespan of the City's sewer system. A regular maintenance strategy prevents issues such as leaks and cracks; therefore, avoiding more significant and costly problems in the future. The project work will include cleaning of the sewer mains, calcium removal, pressure grouting, lining the pipes with a Glass reinforced UV liner to prevent infiltration and exfiltration, installing top hats for several house laterals, and final video inspection of the work. Construction is anticipated to begin in October 2024 and completed by April 2025. The project was advertised for competitive bids on June 5, 2024, and one (1) bid was received and publicly opened on July 8, 2024. Staff recommended that the City Council award a contract to Tunnelworks Services, Inc. of Whittier, CA in the amount of \$1,035,308.75, plus construction contingency, CWA administration, and CWA contingency funds for a total of amount of \$1,144,878.75. Since this project is a multi-trade construction contract awarded by the City that is valued at more than \$500,000, the Community Workforce Agreement (CWA) will apply.

MOTION: Traut
SECOND: Ahn
AYES: Traut, Ahn, Brown, Sonne
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14878

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR THE 2023-2024 & 2024-2025 SEWER MAIN LINING AT VARIOUS LOCATIONS PROJECT IN SAID CITY

Elections 74 Taxation 144**5C. CONSIDERATION OF SUBMITTING TO BUENA PARK VOTERS A BALLOT MEASURE FOR A ONE CENT (1¢) TRANSACTIONS AND USE TAX (LOCAL SALES TAX) AT THE NOVEMBER 5, 2024, GENERAL ELECTION**

It is recommended that the City Council review this report, the results of the City's community outreach and engagement campaign, and determine whether it is appropriate to submit to Buena Park voters the question of whether to adopt a one cent (1¢) transactions and use tax (local sales tax) to generate new revenues to fund the public safety, essential services, and other General Fund services and programs being requested by residents. Staff recognizes that introducing new taxes should never be done casually, and this item is being brought forward, after three years of outreach and engagement with residents and community groups, as an option for protecting local revenues and funding the priorities identified by residents.

The proposed measure is titled the "City of Buena Park Public Safety/Essential Services Measure," and the proposed ballot question would read as follows (the "Proposed Measure"):

CITY OF BUENA PARK PUBLIC SAFETY/ ESSENTIAL SERVICES MEASURE. To maintain Buena Park's quality of life/essential services, such as 911 response, preventing crime including property crimes; keeping public areas safe/ clean; protecting local drinking water; fire protection/ prevention; providing safe places to play; retaining/ attracting police officers; repairing streets/ potholes; shall a measure establishing a 1¢ sales tax, providing approximately \$20,000,000 annually for general revenue purposes, until ended by voters, with local control/ spending disclosure, be adopted?

Recommended Action: If the City Council desires to submit the Proposed Measure to voters at the General Municipal Election scheduled for November 5, 2024, it is recommended that the City Council: 1) Approve a budget amendment in the amount of \$50,000 from the undesignated General Fund reserve balance to allocate funding for the election; and, 2) Adopt the following resolutions:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DIRECTING THE CITY OF BUENA PARK PUBLIC SAFETY/ESSENTIAL SERVICES MEASURE, A ONE-CENT (1¢) LOCAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX), TO BE PLACED ON THE BALLOT FOR CONSIDERATION BY VOTERS AT THE GENERAL MUNICIPAL ELECTION SCHEDULED FOR TUESDAY, NOVEMBER 5, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, PROVIDING FOR THE FILING OF DIRECT AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING THE BUENA PARK PUBLIC SAFETY/ESSENTIAL SERVICES MEASURE, A ONE CENT (1¢) LOCAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX), FOR CONSIDERATION BY VOTERS AT THE GENERAL MUNICIPAL ELECTION SCHEDULED FOR TUESDAY, NOVEMBER 5, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A MUNICIPAL ELECTION CONCERNING A LOCAL BALLOT MEASURE WITH THE GENERAL MUNICIPAL ELECTION AND THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

Assistant City Manager/Director of Human Resources Fenton provided a report regarding the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election. Assistant City Manager/Director of Human Resources Fenton explained the purpose of the proposed City of Buena Park Public Safety/Essential Services Measure; the importance of locally controlled tax revenues to fund local needs; the City's current financial state; effective sales tax rates in surrounding communities; and, the previous City Council action on City Council Goals and Objectives specifically on revenue enhancements and increase locally controlled revenue services. Moreover, *Speak Up Buena Park* survey results indicated that two-thirds of the community continue to perceive the City needs additional funds. This measure will secure financial stability to keep residents and businesses safe, provide and maintain reliable infrastructure, and provide diverse programs, services, and events that build a sense of community and improve quality of life. Furthermore, staff recommended that the City Council consider placing the City of Buena Park Public Safety/Essential Services Measure on the November 2024 ballot; inform the public about the measure; and, allow the voters to decide in November if they support the measure.

Council Member Traut asked about the feasibility of implementing the Police Department Assessment Study recommendations; affording not to have roads in substandard conditions; and, carrying out the management and development of parks and recreation facilities throughout the City as stated in the Parks and Recreation Master Plan with the City's current revenues.

Mayor Sonne asked about the sales tax amount limit for municipalities in Orange County and the possibility for special districts to request for a portion of the sales tax.

City Manager France explained that the City could not afford to implement the items stated due to the limit in the City's current budget. Moreover, City Manager indicated that municipalities have a limit on the amount of sales tax that will be imposed and special districts could request a portion of the sales tax.

Roger Plumlee, Buena Park Police Association President, spoke in support of the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election, and discussed the importance as well as impact of the measure on public safety in the City of Buena Park.

Randy Bak, Buena Park resident, spoke regarding suspicious activities that occur in the bike trail; in support of the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election; and regarding the ballot measure's foreseeable positive impacts to public safety and better roads for the community.

Jason Hong, Buena Park business owner, spoke in support of the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election, and conveyed the improvements on safety and security in neighborhoods and businesses in Buena Park.

Bob Mote, Buena Park resident, spoke in support of the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election. Mr. Mote also emphasized on the need for sworn and civilian positions as recommended in the study; need for other City personnel; and, immediate repair of water mains and roads. The one cent (1¢) Transactions and Use Tax (Local Sales Tax) will certainly help with fulfilling the aforementioned needs.

Carmen Koo, Buena Park resident, spoke in support of the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election, and indicated the need for repair and maintenance of parks; repave City streets; and fairly compensate and retain police officers.

Baron Knight, Buena Park resident, spoke in opposition to the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election; and expressed concerns regarding the recent City Council approval of new positions and use of gas tax for City roads.

Director of Government and Community Relations/City Clerk Jimenez acknowledged email correspondences from Carol McCann, Buena Park resident, in support of, and Sara Catalan, OC Taxpayers Association, in opposition to the consideration of submitting to Buena Park voters a ballot measure for a one cent (1¢) Transactions and Use Tax (Local Sales Tax) at the November 5, 2024 General Municipal Election.

Council Member Brown emphasized the importance of the measure in an effort to improve public safety in the City.

Council Member Traut highlighted the foreseeable benefits of the measure to the community as it pertains to public safety, infrastructures, and City programs, and encouraged Buena Park voters to vote in passing the measure for a better Buena Park.

Vice Mayor Ahn discussed District 1 residents' concerns regarding recent burglaries in their area, and spoke in favor of placing the measure on the ballot for better services in Buena Park.

Mayor Sonne reiterated the clear need of the City for increased public safety, well-maintained roads, and upgraded parks and infrastructures. The City also offers various programs for its residents and this measure will continue to fund them. It is not for the City Council to decide on passing the said tax, but to inform the public of vital information, and allow the voters to make an informed decision on what is going to make a better Buena Park.

MOTION: Sonne
SECOND: Brown
AYES: Sonne, Brown, Ahn, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14879

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DIRECTING THE CITY OF BUENA PARK PUBLIC SAFETY/ESSENTIAL SERVICES MEASURE, A ONE-CENT (1¢) LOCAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX), TO BE PLACED ON THE BALLOT FOR CONSIDERATION BY VOTERS AT THE GENERAL MUNICIPAL ELECTION SCHEDULED FOR TUESDAY, NOVEMBER 5, 2024

MOTION: Sonne
SECOND: Brown
AYES: Sonne, Brown, Ahn, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14880

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, PROVIDING FOR THE FILING OF DIRECT ARGUMENTS AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING THE BUENA PARK PUBLIC SAFETY/ESSENTIAL SERVICES MEASURE, A ONE-CENT (1¢) LOCAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX), FOR CONSIDERATION BY VOTERS AT THE GENERAL MUNICIPAL ELECTION SCHEDULED FOR TUESDAY, NOVEMBER 5, 2024

MOTION: Ahn
SECOND: Traut
AYES: Ahn, Traut, Brown, Sonne
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14881

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A MUNICIPAL ELECTION CONCERNING A LOCAL BALLOT MEASURE WITH THE GENERAL MUNICIPAL ELECTION AND THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

6. PUBLIC HEARING

No public hearing items.

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

7A. REPORT

Council Member Brown reported the following:

- July 10 Concerts in the Park: Mariachi Divas
- July 11 NOCC – Decal Spec Grand Ribbon Cutting
- July 15 LOSSAN Rail Corridor Agency Board Meeting
- July 17 Concerts in the Park: K-Pop Night with SHERO
- July 18 McDonald's Restaurant Ribbon Cutting Ceremony
- July 20 P-Nut Baseball Awards Ceremony

Council Member Traut reported the following:

- July 11 UFCW Local Workers Labor Briefing
- July 11 OCFA Best and Bravest Awards Dinner
- July 13 Assemblywoman Quirk-Silva's Community Resource Fair
- July 17 Concerts in the Park: K-Pop Night with SHERO
- July 17 OCFA Legislative and Public Affairs Committee Meeting
- July 18 McDonald's Restaurant Ribbon Cutting Ceremony
- July 20 P-Nut Baseball Awards Ceremony

Council Member Traut reported participating in the July 17, 2024 OCFA Legislative and Public Affairs Committee meeting wherein Operations Division 7, the service area City of Buena Park belongs, has been budgeted its own Division Community Educator.

Vice Mayor Ahn reported the following:

- July 10 OC San Operations Committee Meeting
- July 10 Concerts in the Park: Mariachi Divas
- July 11 NOCC – Decal Spec Grand Ribbon Cutting
- July 13 Community Resource Fair at Hunt Branch Library Fullerton
- July 17 Concerts in the Park: K-Pop Night with SHERO
- July 18 McDonald's Restaurant Ribbon Cutting Ceremony
- July 19 D'Festa Grand Opening and Ribbon Cutting at The Source

Mayor Sonne reported the following:

- July 11 OCFA Best and Bravest Awards Dinner
- July 16 OCPA Board Meeting
- July 16 BP Lock and Key Shop Anniversary
- July 17 Concerts in the Park: K-Pop Night with SHERO
- July 18 McDonald's Restaurant Ribbon Cutting Ceremony
- July 19 D'Festa Grand Opening and Ribbon Cutting at The Source
- July 20 P-Nut Baseball Awards Ceremony

Mayor Sonne reported that at its July 16, 2024 OCPA Board meeting, the Board discussed the current customer programs available. Mayor Sonne informed the community about the E-Bike Safety and Incentive Pilot Program and encouraged everyone apply to receive a discount on an e-bike. Moreover, OCPA has established partnership with *OhmConnect* to help customers lower their electricity bill and earn rewards at the same time. By signing up, customers will receive alerts when energy is most expensive. Customers who save electricity during this time will be rewarded gift cards or even cash via PayPal. Lastly, OCPA provides a residential online marketplace that offers home energy products. Through the Residential Marketplace, customers have access and are able to obtain discounts on smart home devices and energy efficient products. For more information on other programs, customers may visit www.ocpower.org.

8. RECESS/RECONVENE

The City Council did not recess.

9. STUDY SESSION (9A)

9A. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR CAL CITIES CONFERENCE IN OCTOBER

Director of Government and Community Relations/City Clerk sought City Council direction on designating Council Members to serve as the voting delegate and alternate delegate for the Cal Cities Conference in October.

The City Council appointed Council Member Traut as the City's voting delegate and Council Member Brown as the alternate delegate for the Cal Cities Conference in October.

10. CITY MANAGER REPORT

City Manager France reported on the following:

- Hilton Buena Park Anaheim Ribbon Cutting and Open House, Friday, July 26, 2024, 4:30-6:30 p.m.
- Summer 2024 Concert in the Park, Wednesday, August 7, 2024, New Romantics – Taylor Swift Tribute, 7:00 p.m., at Boisseranc Park
- All Employee Summer Concert and National Night Out, Wednesday, August 7, 2024, 6:00 p.m., Boisseranc Park
- City Manager France and Director of Community and Economic Development Foulkes will be participating in a Community Broker's Meeting on Tuesday, July 30, 2024, 11:00 a.m. at the Community Center.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez advised the City Council to provide their availability for the Commissioner Recognition event.

12. ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 6:47 p.m.

Mayor

ATTEST:

City Clerk

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, August 13, 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 425833-426084 reso.pdf](#)
[Claims 425833-426084 att1of2 resolist.pdf](#)
[Claims 425833-426084 att2of2 voids.pdf](#)
[Claims 426085-426291 reso.pdf](#)
[Claims 426085-426291 att1of2 resolist.pdf](#)
[Claims 426085-426291 att2of2 voids.pdf](#)
[Claims PR072624 reso.pdf](#)
[Claims PR072624 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 \$5,601,168.08 DEMAND NOS., 425833 THROUGH 426084. CANCELLED NO 425223 VOIDS SEE ATTACHED LIST

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

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

Director of Finance

SECTION 2: That claims and demands Nos.425833 through 426084 the sum of \$5,601,168.08 set forth on the 24-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. _____
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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: 07/18/2024
TIME: 12:23:21

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240703 00:00:00.000' and '20240718 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

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1011	425223 V	06/05/24	10009464	FACILITRON, INC.	275205	SCH.ROCK/FAC USE	0.00	-4,950.30
1011	425833	07/17/24	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/JULY24	0.00	400.00
1011	425834	07/17/24	00000414	A ONE TRANSMISSION SERVI	171710	TRANSMISSION	0.00	1,005.26
1011	425835	07/17/24	10003451	A T & T	650302	25082759691016 JULY24	0.00	86.02
1011	425836	07/17/24	10003451	A T & T	650302	25082912039566 JULY24	0.00	86.02
1011	425837	07/17/24	10003794	A T & T	650302	9391026090 JUNE-24	0.00	84.25
1011	425837	07/17/24	10003794	A T & T	650302	9391063673 JUNE-24	0.00	1,216.40
1011	425837	07/17/24	10003794	A T & T	650302	9391065061 JUNE-24	0.00	1,250.24
1011	425837	07/17/24	10003794	A T & T	650302	9391026054 JUNE-24	0.00	29.12
1011	425837	07/17/24	10003794	A T & T	170670	9391026102 JUNE24	0.00	29.12
1011	425837	07/17/24	10003794	A T & T	170670	9391026086 JUNE24	0.00	34.36
1011	425837	07/17/24	10003794	A T & T	170670	9391026087 JUNE24	0.00	84.25
1011	425837	07/17/24	10003794	A T & T	170670	9391026091 JUNE24	0.00	84.25
1011	425837	07/17/24	10003794	A T & T	860810	9391026103 JUNE24	0.00	93.66
1011	425837	07/17/24	10003794	A T & T	732099	9391026101 JUNE24	0.00	251.20
1011	425837	07/17/24	10003794	A T & T	170670	9391026052 JUNE24	0.00	29.12
TOTAL CHECK							0.00	3,185.97
1011	425838	07/17/24	10004528	A T & T	170670	149868998 JUNE-24	0.00	127.69
1011	425839	07/17/24	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/JUNE-24	0.00	578.00
1011	425840	07/17/24	00000002	PROFESSIONAL POLICE SUPP	650407	#774/FBC - ROYAL ARMS	18.41	255.91
1011	425840	07/17/24	00000002	PROFESSIONAL POLICE SUPP	650407	#MC0150 - FREIGHT	0.00	19.00
TOTAL CHECK							18.41	274.91
1011	425841	07/17/24	00005342	AGA ENGINEERS, INC.	590188	DESIGN/HSIP/MAY-24	0.00	1,918.81
1011	425841	07/17/24	00005342	AGA ENGINEERS, INC.	590188	DESIGN/HSIP/JUNE-24	0.00	7,393.48
TOTAL CHECK							0.00	9,312.29
1011	425842	07/17/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B/PHYSICALS/JUN24	0.00	1,309.50
1011	425843	07/17/24	10002513	DARSHINI AITHAL	275120	CARTOONING/SUMMER24	0.00	232.75
1011	425844	07/17/24	00001993	ALIN PARTY SUPPLY INC.	275210	JUNETEENTH BALLOONS	0.00	47.74
1011	425844	07/17/24	00001993	ALIN PARTY SUPPLY INC.	275210	CREDIT MEMO	0.00	-10.30
TOTAL CHECK							0.00	37.44
1011	425845	07/17/24	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	180.48
1011	425846	07/17/24	10012766	LAURA WELLER	275210	CONCERT JULY 3, 2024	0.00	2,915.00
1011	425847	07/17/24	10012766	LAURA WELLER	275210	CONCERT JULY 10,2024	0.00	2,915.00
1011	425848	07/17/24	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACH/JULY-24	0.00	210.11
1011	425849	07/17/24	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/JUNE-24	0.00	7,635.21

SUNGARD PUBLIC SECTOR
DATE: 07/18/2024
TIME: 12:23:21

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

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ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

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1011	425849	07/17/24	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/MAY-24	0.00	7,635.21
1011	425849	07/17/24	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/APRIL-24	0.00	7,635.21
1011	425849	07/17/24	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/JANUARY-24	0.00	587.40
TOTAL	CHECK						0.00	31,128.24
1011	425850	07/17/24	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL/JUNE-24	0.00	36,535.89
1011	425851	07/17/24	00006012	AMBIUS INC	170670	PLANT SVC/JULY-24	0.00	326.76
1011	425852	07/17/24	10013646	ANTHONY Q CONSTRUCTION,	732031	HIP202303 RET.	0.00	9,892.00
1011	425853	07/17/24	00009015	TAJEN GRAPHICS, INC	11	CONCERTS BANNER	0.00	182.01
1011	425853	07/17/24	00009015	TAJEN GRAPHICS, INC	275145	AQUATICS BANNERS	0.00	251.75
TOTAL	CHECK						0.00	433.76
1011	425854	07/17/24	10003143	ARC IMAGING RESOURCES, L	160105	OCE PLOTWAVE/APR-24	0.00	4.84
1011	425854	07/17/24	10003143	ARC IMAGING RESOURCES, L	160105	OCE PLOTWAVE/MAY-24	0.00	5.65
TOTAL	CHECK						0.00	10.49
1011	425855	07/17/24	00006700	B L WALLACE DISTRIBUTOR	352363	REPLACEMENT LIDS	0.00	667.58
1011	425856	07/17/24	10009401	BANNER BANK	32	ESC#2251 MBC #18,#19	0.00	16,799.69
1011	425857	07/17/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/7369 CHIPPEWA/CHE	0.00	450.00
1011	425857	07/17/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/5855 RIO WAY/HILL	0.00	450.00
TOTAL	CHECK						0.00	900.00
1011	425858	07/17/24	10013755	JAYVIE BAUTISTA	275140	REF SHELTER/#R10232	0.00	110.00
1011	425859	07/17/24	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INVESTIGA 10/21-25/24	0.00	575.00
1011	425860	07/17/24	10010711	ANIL G. PATEL	732044	HSE D.SCHOFIELD JUN24	0.00	100.00
1011	425860	07/17/24	10010711	ANIL G. PATEL	732044	HSE/CLIENT S.RAIMUNDO	0.00	500.00
TOTAL	CHECK						0.00	600.00
1011	425861	07/17/24	10013753	EMMANUELA BOLTRON	875805	REF DEPOSIT#R10308	0.00	213.00
1011	425861	07/17/24	10013753	EMMANUELA BOLTRON	11	REF DEPOSIT#R10308	0.00	500.00
TOTAL	CHECK						0.00	713.00
1011	425862	07/17/24	10000374	DEVIN BOYINGTON	650208	ED REIMB/JUNE-24	0.00	459.00
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	#PC61P / PC54 MIX - LT	43.40	603.40
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	#PC61LS / PC54LS MIX,	22.32	310.32
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	#K469 - SPORT-TEK POLO	13.56	188.56
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	#K469 - SPORT-TEK POLO	9.69	134.69
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	#K469 - SPORT-TEK POLO	11.63	161.63
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	UPCHARGES - 2XL	0.00	64.00
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	UPCHARGES - 3XL	0.00	44.00
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	352363	UPCHARGES - 4XL	0.00	30.00
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	452410	#JST70 GRAPHITE 1-2XL	2.32	32.32
1011	425863	07/17/24	00000011	MANHATTAN STITCHING COMP	452410	EMBROIDERED ITEMS #S6	4.65	64.65

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 452410	EMBOIDERED ITEMS #S66	2.33	32.33
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 452410	EMBROIDERED ITEMS #S6	4.65	64.65
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 352363	#J331 JACKET W/LOGO O	18.60	258.60
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 352363	#108084 DUFFLE BAG CO	19.22	267.22
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 352363	#STC22 SPORT-TEK HATS	23.25	323.25
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 352363	UP CHARGE - 2XL	0.16	2.16
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 352363	UP-CHARGE 3XL-2	0.62	8.62
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 275145	#J717 2.5" LOGO ON UPP	7.91	107.91
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 275145	UPCHARGE - 2XL-1	0.00	2.00
1011	425863	07/17/24	00000011	MANHATTAN	STITCHING COMP 452410	EMBROIDERED ITEMS #65	13.95	193.95
TOTAL	CHECK						198.26	2,894.26
1011	425864	07/17/24	10002369	BRINK'S INCORPORATED	11	SERVICE FOR JUNE-24	0.00	1,410.69
1011	425865	07/17/24	00000015	BUENA PARK	LOCK & KEY SH 860810	KEYS	0.00	32.33
1011	425866	07/17/24	00000759	BUENA PARK	PLAQUE & TROP 275210	RIBBONS JUNETEENTH	0.00	42.02
1011	425866	07/17/24	00000759	BUENA PARK	PLAQUE & TROP 170670	HARDWARE	0.00	226.28
1011	425866	07/17/24	00000759	BUENA PARK	PLAQUE & TROP 170670	HARDWARE	0.00	23.71
1011	425866	07/17/24	00000759	BUENA PARK	PLAQUE & TROP 170670	HARDWARE	0.00	22.63
1011	425866	07/17/24	00000759	BUENA PARK	PLAQUE & TROP 275305	TROPHIES	0.00	23.60
TOTAL	CHECK						0.00	338.24
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275210	TRIP #2503 06/6/24	0.00	479.38
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275210	TRIP #2504 06/13/24	0.00	505.00
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275210	TRIP# 2505 06/20/24	0.00	563.25
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/11/24	0.00	77.50
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/03/24	0.00	73.50
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/17/24	0.00	86.00
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/06/24	0.00	481.50
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/25/24	0.00	92.00
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CANO TRANSP 06/26/24	0.00	637.75
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 06/13/24	0.00	809.75
1011	425867	07/17/24	00008501	BUENA PARK	SCHOOL DISTRI 275130	CAMP TRANSP 6/20/24	0.00	1,795.25
TOTAL	CHECK						0.00	5,600.88
1011	425868	07/17/24	10010674	BUILT RITE FENCE COMPANY	106131	GATE REPAIR	0.00	2,715.00
1011	425869	07/17/24	10001219	CALIF BUILDING STANDARDS	11	Q-2 APR-JUNE-24	0.00	425.00
1011	425869	07/17/24	10001219	CALIF BUILDING STANDARDS	731150	Q-2 APR-JUNE-24	0.00	-42.50
TOTAL	CHECK						0.00	382.50
1011	425870	07/17/24	00001812	CALIF NARCOTIC OFFICERS	651607	TRAINING 11/22-26/24	0.00	3,900.00
1011	425871	07/17/24	00006727	CALIF POLICE CHIEFS ASSO	650103	FY 24-25 DUES/GEYER	0.00	155.00
1011	425872	07/17/24	00006727	CALIF POLICE CHIEFS ASSO	650101	FY24-25 MBR DUES	0.00	1,945.00
1011	425873	07/17/24	10008532	CALIFORNIA DEPT OF TAX &	11	SALES/USE TAX Q2,24	0.00	2,682.00
1011	425874	07/17/24	10013596	CALIFORNIA SCIENCE CENTE	275130	ADMISSION: CITIES OF T	0.00	750.00
1011	425874	07/17/24	10013596	CALIFORNIA SCIENCE CENTE	275130	ADMISSION: CITIES OF T	0.00	158.40

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	908.40
1011	425875	07/17/24	00005992	MARIO CAMACHO	631140	REIMB/REFURB I-PAD	0.00	1,305.96
1011	425876	07/17/24	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	26.00
1011	425876	07/17/24	00000407	CAMERON WELDING SUPPLY I	171710	INDUSTRIAL GASES	0.00	227.60
TOTAL CHECK							0.00	253.60
1011	425877	07/17/24	10012050	SERGIO CASTILLO	275135	YT OFFIC 6/22-7/5/24	0.00	100.00
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	RACK AND PINION	0.00	3,108.71
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	T-STAT	0.00	138.08
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	T-STAT	0.00	138.08
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	WATER PUMP	0.00	292.71
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	RADIATOR FAN	0.00	658.32
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	RADIATOR	0.00	626.56
1011	425878	07/17/24	10004469	CERRITOS DODGE CHRYSLER	171710	CREDIT MEMO	0.00	-597.60
TOTAL CHECK							0.00	4,364.86
1011	425879	07/17/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	316.55
1011	425880	07/17/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011	425881	07/17/24	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-UUNE24	0.00	2,555.36
1011	425882	07/17/24	00001357	CM WASH EQUIPMENT INC.	171710	SERVICE	0.00	493.22
1011	425883	07/17/24	00005774	THE CODE GROUP, INC.	731150	D.RODRIGUEZ/JUNE-24	0.00	6,460.00
1011	425884	07/17/24	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR TESTING	0.00	1,364.26
1011	425884	07/17/24	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR TESTING	0.00	1,895.05
TOTAL CHECK							0.00	3,259.31
1011	425885	07/17/24	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/JUNE-24	0.00	266.00
1011	425886	07/17/24	10012192	COSTAR REALTY INFORMATIO	995100	STR LODGE JUNE-24	0.00	2,515.24
1011	425886	07/17/24	10012192	COSTAR REALTY INFORMATIO	106117	STR LODGE JUNE-24	0.00	3,000.00
TOTAL CHECK							0.00	5,515.24
1011	425887	07/17/24	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR JULY-24	0.00	420.00
1011	425888	07/17/24	10002389	COUNTY OF ORANGE TREASUR	101101	FY 24-25 LAFCO COSTS	0.00	13,300.65
1011	425889	07/17/24	10010514	CSG CONSULTANTS, INC.	731150	BLDG PLAN REV/JUNE24	0.00	10,300.55
1011	425890	07/17/24	00006197	CSULB FOUNDATION	650208	FIELD TRG.8/13-15/24	0.00	447.00
1011	425891	07/17/24	00006197	CSULB FOUNDATION	650208	INT AFFAIRS 8/5-7/24	0.00	397.00
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	651607	#70501-188 AVON - C50	182.28	2,534.28
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	651607	#70501-188 AVON - C50	425.32	5,913.32
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	651607	TRANSPORTATION	0.00	15.00

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1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	153.82
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	185.50
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	292.56
1011	425892	07/17/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	1,999.92
TOTAL CHECK							607.60	12,884.26
1011	425893	07/17/24	00007295	D PREP, INC.	650208	OIS FIELD 11/12-13/24	0.00	249.00
1011	425894	07/17/24	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	321.77
1011	425895	07/17/24	10008395	DEVELOPMENT COUNSELLORS	995100	DIGITAL MARKETING	0.00	3,183.33
1011	425895	07/17/24	10008395	DEVELOPMENT COUNSELLORS	995100	AGENCY FEE/JUNE-24	0.00	3,092.27
TOTAL CHECK							0.00	6,275.60
1011	425896	07/17/24	00000741	DELL MARKETING L P	650303	DELL THUNDERBOLT 4 DOC	0.00	854.96
1011	425896	07/17/24	00000741	DELL MARKETING L P	650303	DELL LATITUDE 5540	0.00	4,365.08
1011	425896	07/17/24	00000741	DELL MARKETING L P	650303	ENVIRONMENTAL FEE	0.00	20.00
1011	425896	07/17/24	00000741	DELL MARKETING L P	650303	TAX	0.00	333.99
1011	425896	07/17/24	00000741	DELL MARKETING L P	126143	DELL THUNDERBOLT 4 DOC	0.00	854.96
1011	425896	07/17/24	00000741	DELL MARKETING L P	126143	DELL LATITUDE 5540	0.00	4,365.08
1011	425896	07/17/24	00000741	DELL MARKETING L P	126143	ENVIRONMENTAL FEE	0.00	20.00
1011	425896	07/17/24	00000741	DELL MARKETING L P	126143	TAX	0.00	333.99
TOTAL CHECK							0.00	11,148.06
1011	425897	07/17/24	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/JUNE-24	0.00	516.00
1011	425898	07/17/24	10013739	DEPT. OF CONSERVATION	11	Q-2 APRIL-JUNE-24	0.00	-290.52
1011	425898	07/17/24	10013739	DEPT. OF CONSERVATION	11	Q-2 APRIL-JUNE-24	0.00	5,810.46
TOTAL CHECK							0.00	5,519.94
1011	425899	07/17/24	10004949	DIVISION OF THE STATE AR	11	Q-2,2024 AB1379 JUN24	0.00	508.00
1011	425900	07/17/24	10000633	DOTY BROS. CONSTRUCTION	590025	ST.LIGHTS/FINAL/APR24	0.00	4,719.37
1011	425900	07/17/24	10000633	DOTY BROS. CONSTRUCTION	24	PMT#2 FINAL/RET.	0.00	-235.97
TOTAL CHECK							0.00	4,483.40
1011	425901	07/17/24	10000633	DOTY BROS. CONSTRUCTION	24	ST.LIGHTS RETENTION	0.00	1,738.87
1011	425902	07/17/24	10013343	DUDEK	731105	CLIMATE PLAN/MAY-24	0.00	11,393.75
1011	425903	07/17/24	10012329	ECO-NOMICS, INC.	190137	TASK 2 - ASSISTANCE W/	0.00	1,653.75
1011	425903	07/17/24	10012329	ECO-NOMICS, INC.	190137	TASK 3 - CALRECYCLE AN	0.00	911.25
1011	425903	07/17/24	10012329	ECO-NOMICS, INC.	190137	TASK 5 - EDIBLE FOOD T	0.00	11,457.50
1011	425903	07/17/24	10012329	ECO-NOMICS, INC.	190137	TASK 6 - OTHER TASKS,	0.00	586.25
TOTAL CHECK							0.00	14,608.75
1011	425904	07/17/24	10004626	EXPEDIA, INC.	995100	ADS/JUNE-24	0.00	10,157.76
1011	425904	07/17/24	10004626	EXPEDIA, INC.	995100	CO-OP JUL-SEP-24	0.00	25,000.00
TOTAL CHECK							0.00	35,157.76

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1011	425905	07/17/24	00008579	EXPERIAN INFORMATION SOL	650105	CR CK/CIS JUNE-24	0.00	77.72
1011	425906	07/17/24	10009464	FACILITRON, INC.	275205	SCH.ROCK/FAC/JUNE24	0.00	4,950.30
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	IGNITION COILS	0.00	454.27
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	79.39
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ALTERNATOR	0.00	195.03
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SENSOR	0.00	58.59
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	9.67
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	RADIATOR THERMO	0.00	158.16
1011	425907	07/17/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	53.97
TOTAL CHECK							0.00	1,009.08
1011	425908	07/17/24	10013026	FAIRBANK,MASLIN,MAULLIN,	632110	SURVEY/JUNE-24	0.00	33,300.00
1011	425909	07/17/24	10013684	FANTASTIC TOOLS	560211	SUPPLIES	0.00	124.30
1011	425909	07/17/24	10013684	FANTASTIC TOOLS	560211	SUPPLIES	0.00	166.00
1011	425909	07/17/24	10013684	FANTASTIC TOOLS	560211	SUPPLIES	0.00	301.70
TOTAL CHECK							0.00	592.00
1011	425910	07/17/24	00000320	FEDERAL EXPRESS CORPORAT	632110	TRANS CHG 6/26/24	0.00	9.39
1011	425911	07/17/24	00003881	FERGUSON ENTERPRISES, IN	352363	PIPE FUSION	0.00	1,416.89
1011	425912	07/17/24	10003190	FOOD 4 LESS	275310	BINGO GROCERIES	0.00	224.60
1011	425912	07/17/24	10003190	FOOD 4 LESS	732044	FOOD HOMELESS OUTREAC	0.00	132.76
TOTAL CHECK							0.00	357.36
1011	425913	07/17/24	10001966	FORENSIC NURSE SPECIALIS	650402	CS#24-20576, 24-21326	0.00	2,400.00
1011	425914	07/17/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	683.54
1011	425915	07/17/24	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
1011	425916	07/17/24	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	212.27
1011	425916	07/17/24	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	226.28
1011	425916	07/17/24	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	314.63
1011	425916	07/17/24	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	576.46
1011	425916	07/17/24	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	1,127.07
TOTAL CHECK							0.00	2,456.71
1011	425917	07/17/24	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/SUMMER-24	0.00	598.50
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	24.09
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	352363	SUPPLIES	0.00	248.31
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	275125	AQUATICS SUPPLIES	0.00	16.11
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	275150	MARSHAL SUPPLIES	0.00	8.61
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	18.66
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	37.12
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	275405	TAPE BPCC	0.00	88.90
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	210.34
1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	95.65

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1011	425918	07/17/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	196.47
TOTAL CHECK							0.00	944.26
1011	425919	07/17/24	10011838	GEORGE HILLS COMPANY, IN	107420	CLAIMS MGT JULY-24	0.00	6,365.50
1011	425920	07/17/24	10011830	GOLDEN STATE COMMUNICATI	650603	2WAY RADIO JUL-SEP-24	0.00	840.00
1011	425921	07/17/24	10008749	GOOGLE INC.	995100	MO.AD SPREAD/JUNE-24	0.00	30,922.76
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,229.09
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	992.04
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	2,385.72
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	2,385.72
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	2,275.01
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,102.75
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,175.22
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,625.23
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,339.80
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,097.04
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,137.50
1011	425922	07/17/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,466.03
TOTAL CHECK							0.00	18,211.15
1011	425923	07/17/24	00000055	GRAINGER INC	170670	HARDWARE	0.00	19.68
1011	425923	07/17/24	00000055	GRAINGER INC	170670	HARDWARE	0.00	118.05
TOTAL CHECK							0.00	137.73
1011	425924	07/17/24	00005680	CINDY GRISWOLD	275405	CPR,1ST AID/SUMMER-24	0.00	113.05
1011	425925	07/17/24	10013754	HARBOR BREEZE CORP.	275130	CAMP EXCURSION/AUG24	0.00	860.00
1011	425926	07/17/24	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/JUNE-24	0.00	220.00
1011	425927	07/17/24	00002854	VERONICA HOCHEDÉ	275305	BALLROOM/JUNE-24	0.00	612.74
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	188.40
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	21.53
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	264.69
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	289.46
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	397.65
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	231.82
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	515.28
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	146.35
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	275210	ADHESIVE	0.00	15.06
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	275210	JUNETEENTH SUPPLIES	0.00	17.20
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	275210	JUNETEENTH SUPPLIES	0.00	37.50
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	139.89
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	352363	BATTERIES	0.00	54.53
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	136.64
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	23.73
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	422.58
1011	425929	07/17/24	00000057	HOME DEPOT / GECF	275125	AQUATICS	0.00	117.45

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1011	425929	07/17/24	00000057	HOME DEPOT /	275125	AQUATICS	0.00	149.77
1011	425929	07/17/24	00000057	HOME DEPOT /	860810	SUPPLIES	0.00	246.61
1011	425929	07/17/24	00000057	HOME DEPOT /	275405	SHELVES TOT TIME	0.00	91.59
1011	425929	07/17/24	00000057	HOME DEPOT /	732044	HOMELESS OUTREACH	0.00	204.66
1011	425929	07/17/24	00000057	HOME DEPOT /	275210	LIGHT FOOD TRUCK	0.00	237.98
1011	425929	07/17/24	00000057	HOME DEPOT /	275210	LIGHT FOOD TRUCK	0.00	215.49
TOTAL	CHECK						0.00	4,165.86
1011	425930	07/17/24	00006447	HOME PIPE & SUPPLY CORP	170670	HARDWARE PLUMBING	0.00	180.09
1011	425930	07/17/24	00006447	HOME PIPE & SUPPLY CORP	170670	HARDWARE PLUMBING	0.00	322.16
1011	425930	07/17/24	00006447	HOME PIPE & SUPPLY CORP	170670	HARDWARE PLUMBING	0.00	338.95
TOTAL	CHECK						0.00	841.20
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	732031	HIP202419 HANNA	0.00	150.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	732031	HIP202420 HERNANDEZ	0.00	150.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	126128	HIP202413 CASTILLO	0.00	1,000.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	126128	HIP202416 JAEKICKE	0.00	1,000.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	126128	HIP202305 BULLOCK	0.00	150.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	732031	HIP202306 LONGWORTH	0.00	150.00
1011	425931	07/17/24	00008482	HOUSING PROGRAMS	126128	HIP202301 MCDONALD	0.00	375.00
TOTAL	CHECK						0.00	2,975.00
1011	425932	07/17/24	10008985	INDEPENDENT	731120	AD#143853 8308 JUNE24	0.00	255.00
1011	425932	07/17/24	10008985	INDEPENDENT	115115	AD#00144004/JULY-24	0.00	190.00
TOTAL	CHECK						0.00	445.00
1011	425933	07/17/24	10012742	INFOSEND, INC	460220	REFUSE RATE INC.JUN24	0.00	673.39
1011	425933	07/17/24	10012742	INFOSEND, INC	352267	SVC & MAT'L JUNE-24	0.00	1,568.73
1011	425933	07/17/24	10012742	INFOSEND, INC	352267	POSTAGE JUNE-24	0.00	5,375.26
TOTAL	CHECK						0.00	7,617.38
1011	425934	07/17/24	10000774	INLAND VALLEY SLADDEN IN	290163	PEAK/BOISSERANC/MAY24	0.00	650.00
1011	425934	07/17/24	10000774	INLAND VALLEY SLADDEN IN	290163	PEAK/BOISSERANC/MAY24	0.00	5,030.00
TOTAL	CHECK						0.00	5,680.00
1011	425935	07/17/24	10009556	INNOVATIVE DESIGN & SHEE	171710	MACH E UPFITTING	0.00	4,339.54
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	354.38
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	FUEL FILTER	0.00	22.86
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	FILTERS	0.00	104.60
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL	0.00	146.45
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	CLEANER	0.00	9.15
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	70.67
1011	425936	07/17/24	00009561	TRADITIONAL AUTO SUPPLY	171710	CONDENSER FAN	0.00	85.45
TOTAL	CHECK						0.00	793.56
1011	425937	07/17/24	10012884	JBA CONSULTING DBA NV5 C	170670	IGAA SUPPORT/JUNE-24	0.00	465.00
1011	425937	07/17/24	10012884	JBA CONSULTING DBA NV5 C	170670	ICCA SUPPORT/JUNE-24	0.00	3,148.00
TOTAL	CHECK						0.00	3,613.00
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	657.81
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	203.55

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1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	487.51
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	27.75
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	38.97
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	47.02
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	137.59
1011	425938	07/17/24	10005932	JHM SUPPLY	352363	PUMP	0.00	138.83
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	965.48
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	1,659.45
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	77.48
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	251.12
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	303.29
1011	425938	07/17/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	347.06
TOTAL	CHECK						0.00	5,342.91
1011	425939	07/17/24	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	1,792.78
1011	425939	07/17/24	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	2,714.83
TOTAL	CHECK						0.00	4,507.61
1011	425940	07/17/24	10012753	SARAH JANE MCARTHUR	650204	#3199 CUSTOM OVAL - GO	147.25	2,047.25
1011	425940	07/17/24	10012753	SARAH JANE MCARTHUR	650204	FREIGHT	0.00	120.00
TOTAL	CHECK						147.25	2,167.25
1011	425941	07/17/24	00004572	JUMP-O-RAMA INFLATABLES	275135	CAGE DK.TANK 7/20/24	0.00	830.00
1011	425942	07/17/24	10010506	KOREAN COMMUNITY SERVICE	651617	OPIOID SVC/APR-JUNE24	0.00	14,659.00
1011	425943	07/17/24	00000054	TED JONES FORD INC.	171710	BODY BOLTS	0.00	106.97
1011	425943	07/17/24	00000054	TED JONES FORD INC.	171710	RUBBER MATS	0.00	361.73
1011	425943	07/17/24	00000054	TED JONES FORD INC.	171710	SHIELD	0.00	24.51
TOTAL	CHECK						0.00	493.21
1011	425944	07/17/24	10000717	KEYSER MARSTON ASSOC INC	632110	COST ANALYSIS/JUNE24	0.00	2,935.00
1011	425945	07/17/24	00002367	MILLENNIUM OPERATIONS, L	275130	CAMP EXCURSION/AUG24	0.00	2,379.00
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	248.96
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	140.56
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	21.79
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	87.19
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	118.95
1011	425946	07/17/24	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	214.02
TOTAL	CHECK						0.00	831.47
1011	425947	07/17/24	10012811	THE LEW EDWARDS GROUP	632110	LEGAL FEE/JUNE-24	0.00	6,500.00
1011	425948	07/17/24	00001657	LIEBERT CASSIDY WHITMORE	121110	HARASS TRG/MAY-24	0.00	1,225.00
1011	425949	07/17/24	10004046	LIGHT SOURCE PRINTING, I	101101	BUSINESS CARDS	0.00	177.83
1011	425949	07/17/24	10004046	LIGHT SOURCE PRINTING, I	160105	BUSINESS CARDS	0.00	131.11
1011	425949	07/17/24	10004046	LIGHT SOURCE PRINTING, I	121110	BUSINESS CARDS	0.00	157.11
1011	425949	07/17/24	10004046	LIGHT SOURCE PRINTING, I	121110	BUSINESS CARDS	0.00	181.11
TOTAL	CHECK						0.00	647.16

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1011	425950	07/17/24	10006131	WALT CHOY	121110	EXHIBIT 10/3/24	0.00	2,550.00
1011	425951	07/17/24	10013551	LISBETH LOMELI	650208	ED REIMB/MAY-24	0.00	795.00
1011	425952	07/17/24	10009795	RCA INVESTMENTS INC	171710	HOSE	0.00	14.72
1011	425953	07/17/24	10012952	LOOPNET	632110	SEARCH/JULY-24	0.00	111.96
1011	425954	07/17/24	10001574	WENDY JEAN LOVELESS	275120	PIYO/SUMMER-24	0.00	613.80
1011	425955	07/17/24	00002066	M.J. ELLS GENERAL CONTRA	170670	ROOF BELLIS PK/JUNE24	0.00	6,241.75
1011	425956	07/17/24	10012925	KARLA LOPEZ VAN METER	275120	CRAZY CHEM/SUMMER24	0.00	462.17
1011	425957	07/17/24	10005515	KATHLEEN MASTIN	275305	LINE DNC/JUNE-24	0.00	87.29
1011	425958	07/17/24	10013024	MAVERICK DATA SYSTEMS	650605	WARRANT BLD. FY 24-25	0.00	2,500.00
1011	425959	07/17/24	10013260	MBC ENTERPRISES INC.	32	PMT#18 RET.	0.00	-11,958.41
1011	425959	07/17/24	10013260	MBC ENTERPRISES INC.	32	PMT#19 RET.	0.00	-4,841.28
1011	425959	07/17/24	10013260	MBC ENTERPRISES INC.	290163	PEAK/BOISSERANC/JUN24	0.00	239,168.17
1011	425959	07/17/24	10013260	MBC ENTERPRISES INC.	290163	PEAK/BOISSERANC/JUN24	0.00	96,825.59
TOTAL CHECK							0.00	319,194.07
1011	425960	07/17/24	10009226	MERCY HOUSE LIVING CENTE	732092	REIMB Q4 APR-JUNE-24	0.00	5,955.00
1011	425961	07/17/24	10009226	MERCY HOUSE LIVING CENTE	106131	NAV.SHELTER/MAY-24	0.00	252,844.30
1011	425962	07/17/24	10005546	MID CITY'S ELECTRIC, INC	170670	ELECTRICAL REPAIR	0.00	1,575.00
1011	425962	07/17/24	10005546	MID CITY'S ELECTRIC, INC	860810	LIGHTING REPAIR	0.00	4,323.00
1011	425962	07/17/24	10005546	MID CITY'S ELECTRIC, INC	170670	ELECTRICAL INSPECT	0.00	570.00
1011	425962	07/17/24	10005546	MID CITY'S ELECTRIC, INC	170670	POWER PED REPAIR	0.00	13,320.00
1011	425962	07/17/24	10005546	MID CITY'S ELECTRIC, INC	170670	TRANSFORMER REPAIR	0.00	18,679.00
TOTAL CHECK							0.00	38,467.00
1011	425963	07/17/24	10011810	MILLER MENDEL, INC.	650105	DATA STORE/JUNE-24	0.00	70.92
1011	425963	07/17/24	10011810	MILLER MENDEL, INC.	650105	DATA STORE APR-JUNE24	0.00	157.50
1011	425963	07/17/24	10011810	MILLER MENDEL, INC.	650105	DATA STORE JUNE-24	0.00	23.50
TOTAL CHECK							0.00	251.92
1011	425964	07/17/24	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	426.88
1011	425965	07/17/24	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	500.00
1011	425966	07/17/24	10005943	SARAH MOELLER	650208	REIMB ED/MAY-24	0.00	483.50
1011	425967	07/17/24	10004764	TIFFANEY DANIELLE MORENO	275120	ZUMBA//SUMMER-24	0.00	1,188.35
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY SOL	731120	OVERAGE 3/27-6/26/24	0.00	5.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY SOL	115110	OVERAGE 3/27-6/26/24	0.00	100.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY SOL	731150	OVERAGE 3/27-6/26/24	0.00	160.00

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1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 352267	OVERAGE 3/27-6/26/24	0.00	520.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 631140	OVERAGE 3/27-6/26/24	0.00	530.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 160105	OVERAGE 3/27-6/26/24	0.00	570.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 126120	OVERAGE 3/27-6/26/24	0.00	600.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 121110	OVERAGE 3/27-6/26/24	0.00	650.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 997100	OVERAGE 3/27-6/26/24	0.00	1,000.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 275105	OVERAGE 3/27-6/26/24	0.00	1,650.00
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 650302	OVERAGE 3/27-6/26/24	0.00	2,600.33
1011	425968	07/17/24	10009389	MRC SMART TECHNOLOGY	SOL 121135	OVERAGE 3/27-6/26/24	0.00	3,805.00
TOTAL CHECK							0.00	12,190.33
1011	425969	07/17/24	10011979	MUCK RACK, LLC	106117	SUBSCRIBE FY24-25	0.00	6,000.00
1011	425969	07/17/24	10011979	MUCK RACK, LLC	995100	SUBSCRIBE FY24-25	0.00	6,000.00
TOTAL CHECK							0.00	12,000.00
1011	425970	07/17/24	10013669	MUNICIPAL RESOURCE GROUP	121110	ASSESSMENT JUNE-24	0.00	12,250.00
1011	425971	07/17/24	00009876	MUNICIPAL WATER DIST OF	352510	ANN CONNECT FY24-25	0.00	284,262.00
1011	425972	07/17/24	10008059	MYERS TIRE SUPPLY DISTRI	171710	TIRE SUPPLIES	0.00	248.93
1011	425973	07/17/24	10013756	LINDA NAKAYAMA	11	REF/E24-0134/4766 GUA	0.00	100.00
1011	425974	07/17/24	10013750	NATIONAL GARAGE DOOR	170670	OCFA #62 DOOR REPAIR	0.00	16,082.70
1011	425975	07/17/24	10013564	VERN PATRICK NELSON	275210	CHORUS ACCOMP/JUN-24	0.00	150.00
1011	425976	07/17/24	10013757	KEVIN NGUYEN	275140	REF/SHELTER#R10984	0.00	135.00
1011	425977	07/17/24	00007441	NOWDOCS INTERNATIONAL	IN 126120	#289 - BLUE TOP CHECK	11.62	161.62
1011	425977	07/17/24	00007441	NOWDOCS INTERNATIONAL	IN 126120	#288 - RED TOP CHECK S	11.63	161.63
1011	425977	07/17/24	00007441	NOWDOCS INTERNATIONAL	IN 126120	SHIPPING	4.66	64.66
TOTAL CHECK							27.91	387.91
1011	425978	07/17/24	10002134	OC CHIEFS OF POLICE & SH	650103	DUES FY24-25/B.GEYER	0.00	250.00
1011	425979	07/17/24	10002134	OC CHIEFS OF POLICE & SH	650101	FY24-25 MBR DUES	0.00	500.00
1011	425980	07/17/24	10007111	OC CLERK-RECORDER'S OFFI	11	FILING FEE/JUNE-24	0.00	200.00
1011	425981	07/17/24	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINEN LAUNDRY	0.00	308.73
1011	425982	07/17/24	10013759	ALBERTO OCHOA	11	REF#E24-0124/6652 BUR	0.00	100.00
1011	425983	07/17/24	10013758	JULIE OLGUIN	11	REF#E24-0138/9682 MT.	0.00	100.00
1011	425984	07/17/24	10013760	AWEL OMER	11	REF/RT DEPOSIT@R10840	0.00	500.00
1011	425985	07/17/24	10007787	HBV ENTERPRISES, INC.	171710	BATTERIES	0.00	269.38
1011	425986	07/17/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/JULY-24	0.00	2,480.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	425987	07/17/24	10010782	ORANGE COUNTY REGISTER	650308	SUBSCRIBE FY24-25	0.00	523.23
1011	425988	07/17/24	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/APRIL-24	0.00	7,622.48
1011	425989	07/17/24	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE MAY-24	0.00	5,762.42
1011	425990	07/17/24	00000546	ORANGE COUNTY TRANSPORTA	732044	BUS PASSES HOMELESS	0.00	5,343.75
1011	425991	07/17/24	00003435	ORANGE COUNTY WATER DIST	352510	JAN-JUNE-24 GR.WATER	0.00	3,251,219.08
1011	425992	07/17/24	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	153.63
1011	425993	07/17/24	10010023	ELMER PENA AREDONDA	11	REF/RT DEPOSIT#R10305	0.00	500.00
1011	425994	07/17/24	10003026	PETRA GEOTECHNICAL INC.	731150	BLDG PL CK SVC/JUNE24	0.00	1,812.50
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275145	MLG JUNE-24 CISNEROS	0.00	21.44
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/JUNE-24 A.MAGANA	0.00	38.86
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275130	SUPLCLUB HSE/A.MAGANA	0.00	42.50
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275160	PNO GYM/R.GUERRA	0.00	45.38
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275160	PNO/GYM/R.GUERRA	0.00	46.26
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275135	P-NUT PICNIC/ALVARADO	0.00	22.22
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275130	CAMP SUPL/K.HERNANDEZ	0.00	40.73
1011	425995	07/17/24	00005145	PETTY CASH/COMMUNITY SER	275160	GYM SUPL/R.GUERRA	0.00	41.48
TOTAL CHECK							0.00	298.87
1011	425996	07/17/24	10013761	KATHIE PHILLIPS	11	REF/E24-0123/6407 ARN	0.00	100.00
1011	425997	07/17/24	10013746	PINEDA, JOAN	52	UB REFUND	0.00	927.96
1011	425998	07/17/24	00002715	ROGER PLUMLEE	650208	SLI527 S.8 6/26-28/24	0.00	64.60
1011	425999	07/17/24	10002129	PUBLIC RISK INNOVATION S	121110	EMP ASSIST JUL-SEP-24	0.00	5,436.00
1011	426000	07/17/24	00007711	PROFORCE MARKETING, INC	650208	#PA17S702MOS-XF - GLOC	260.95	3,627.95
1011	426001	07/17/24	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	2,260.60
1011	426001	07/17/24	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	86.20
1011	426001	07/17/24	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	107.75
TOTAL CHECK							0.00	2,454.55
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	352567	SAFETY SHOES	0.00	7.50
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	452410	SAFETY SHOES	0.00	7.50
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	560211	SAFETY SHOES	0.00	18.75
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	352363	SAFETY SHOES	0.00	41.25
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	560222	SAFETY SHOES	0.00	50.00
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	760310	SAFETY SHOES	0.00	125.00
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	560210	SAFETY SHOES	0.00	247.93
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	352363	SAFETY SHOES	0.00	448.25
1011	426002	07/17/24	00001348	MULTI SERVICE TECHNOLOGY	860810	SAFETY SHOES	0.00	487.04
TOTAL CHECK							0.00	1,433.22

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FUND - 11 - GENERAL FUND

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1011	426003	07/17/24	10000972	REFRIGERATION SUPPLIES D	860820	HARDWARE POOL BOILER	0.00	426.59
1011	426004	07/17/24	10009437	REMARKABLE MOVIE NIGHTS	275135	P-NUT CAMP 07/19/24	0.00	694.00
1011	426005	07/17/24	10001125	ROADLINE PRODUCTS INC	560231	#316-533 - HOSE, 1/4"	9.15	127.15
1011	426005	07/17/24	10001125	ROADLINE PRODUCTS INC	560231	SHIPPING	0.00	15.00
TOTAL CHECK							9.15	142.15
1011	426006	07/17/24	10013749	MARIA RODRIGUEZ	650402	REIMB LIVESCAN JUN-24	0.00	30.00
1011	426006	07/17/24	10013749	MARIA RODRIGUEZ	11	REIMB LIVESCAN JUN-24	0.00	49.00
TOTAL CHECK							0.00	79.00
1011	426007	07/17/24	00000748	ROSEBURROUGH TOOL INC	560211	STAMP	0.00	27.31
1011	426007	07/17/24	00000748	ROSEBURROUGH TOOL INC	560211	EDGER	0.00	44.28
TOTAL CHECK							0.00	71.59
1011	426008	07/17/24	10012263	SAGECREST PLANNING & ENV	11	DEPOSIT MND24-2/JUN24	0.00	2,785.00
1011	426009	07/17/24	10003413	SALSBURY INDUSTRIES	650409	STANDARD GEAR METAL LO	234.73	2,524.73
1011	426010	07/17/24	10013762	MARJOLYNE SALES SANDOVAL	11	REF/RT DEPOSIT#R10231	0.00	500.00
1011	426011	07/17/24	10009824	SCM FITNESS REPAIR INC.	170670	GYM EQUIPMENT	0.00	292.03
1011	426012	07/17/24	10013751	SESAC INC	275105	MUSIC RIGHTS FY 24-25	0.00	1,888.00
1011	426013	07/17/24	00000462	THE SHERWIN WILLIAMS	860810	SUPPLIES	0.00	401.80
1011	426013	07/17/24	00000462	THE SHERWIN WILLIAMS	170670	CREDIT MEMO	0.00	-138.94
1011	426013	07/17/24	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE	0.00	138.94
TOTAL CHECK							0.00	401.80
1011	426014	07/17/24	00009792	PRISCILLA SILVA	275120	BELLY DNC/SUMEMR-24	0.00	468.16
1011	426015	07/17/24	10013710	SIZEUP, INC	632110	SIZEUP LICENSE & SET-U	0.00	12,488.00
1011	426016	07/17/24	10005948	JIMMY SMITH	275305	ROUND DNC/JUNE-24	0.00	433.50
1011	426017	07/17/24	10005927	SO CAL ASSOC OF GOVERNME	101101	DUES FY 24-25	0.00	11,457.00
1011	426018	07/17/24	10009463	SO CAL SANITATION, LLC	632110	CHAIN LINK FENCE ANNUA	544.67	7,572.67
1011	426018	07/17/24	10009463	SO CAL SANITATION, LLC	998100	FENCING RENTAL AT 7101	0.00	795.74
TOTAL CHECK							544.67	8,368.41
1011	426019	07/17/24	10004676	SONSRAY MACHINERY LLC	171710	FUEL SENDER UNIT	0.00	179.44
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESENT/JUNE24	0.00	82.16
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/JUNE24	0.00	86.55
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR OR'THORP/JUN24	0.00	89.63
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 OR'THORP/JUNE24	0.00	90.30
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/JUNE24	0.00	94.76
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	582 COMMWLTH/JUNE24	0.00	97.76
1011	426021	07/17/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO VL.VW/JUNE24	0.00	97.76

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1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7201 ARTESIA/JUNE24	0.00	99.86
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/ARTESIA/JUNE24	0.00	100.41
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	5700 BRIDGEPORT/JUN24	0.00	105.62
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/JUNE24	0.00	138.87
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8552 BEACH/JUNE24	0.00	153.93
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/JUNE24	0.00	1,116.78
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LITING/JUNE-24	0.00	4,547.14
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	6140 BALL WELL/JUNE24	0.00	10,072.28
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	2881 ROSECRANS/JUNE24	0.00	11,817.92
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6640 BEACH/JUNE24	0.00	26,098.13
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	8001 VAL.VW/JUNE24	0.00	28,804.92
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	8242 LINDEN/JUNE24	0.00	33,403.67
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LIGHTING/JUNE24	0.00	64,100.93
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/STAGE/JUNE24	0.00	71.78
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5755 CRESCENT/JUNE24	0.00	60.88
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY OFF RM/JUNE24	0.00	60.06
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/9TH/JUNE24	0.00	56.18
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	BEACH/DURANGO/JUNE24	0.00	46.33
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 MANCHESTER/JUN24	0.00	45.29
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY EO KNT/JUNE24	0.00	45.08
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	CRESENT X SANRIO/JUN24	0.00	43.88
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6248 CRESCENT/JUNE24	0.00	43.88
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/JUNE24	0.00	40.51
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	9TH WESTERN/JUNE24	0.00	40.51
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7901 LA MIRADA/JUNE24	0.00	40.51
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	STANTON/MAPLE/JUNE24	0.00	40.51
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	8221 DALE/JUNE24	0.00	40.51
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	8252 OR'THORP/JUNE24	0.00	34.64
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/JUNE24	0.00	34.64
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/COMNWLTH/JUNE24	0.00	34.64
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/JUNE24	0.00	34.64
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	MNCHESTR/ARTES/JUNE24	0.00	30.44
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	7733 BEACH/JUNE24	0.00	26.96
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	ES VLYVW SO FY/JUNE24	0.00	20.38
1011		426021	07/17/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7623 BEACH/JUNE24	0.00	10.66
TOTAL CHECK								0.00	182,102.29
1011		426022	07/17/24	00000336	SOUTHERN CALIFORNIA	EDIS 106119	RT OF WAY 10/17-24/24	0.00	2,000.00
1011		426023	07/17/24	00000336	SOUTHERN CALIFORNIA	EDIS 275135	RT OF WAY 7/19-20/24	0.00	2,000.00
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6650 BEACH/JUNE24	0.00	481.36
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150 KNOTT#D/JUNE24	0.00	595.70
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6640 BEACH/JUNE24	0.00	2,151.41
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6601 BEACH/JUNE24	0.00	4.91
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7225 EL DORADO/JUNE24	0.00	14.30
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150 KNOTT/JUNE24	0.00	17.34
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	8152 KNOTT/JUNE24	0.00	19.43
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7171 8TH ST/JUNE24	0.00	27.44
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6660 BEACH/JUNE24	0.00	28.80
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 170670	6955 ARAGON/JUNE24	0.00	39.22
1011		426024	07/17/24	00000328	SOUTHERN CALIFORNIA	GAS 860810	7600 DALE ST/JUNE24	0.00	64.38

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FUND - 11 - GENERAL FUND

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TOTAL CHECK							0.00	3,444.29
1011	426025	07/17/24	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPT/JUNE-24	0.00	2,748.50
1011	426026	07/17/24	10004364	SPECIAL SERVICES GROUP,	650603	ANN RENEW FY 24-25	0.00	2,400.00
1011	426027	07/17/24	00010381	SPOK INC	860810	PHONES	0.00	7.40
1011	426027	07/17/24	00010381	SPOK INC	275305	PHONES	0.00	7.40
1011	426027	07/17/24	00010381	SPOK INC	352363	PHONES	0.00	28.78
TOTAL CHECK							0.00	43.58
1011	426028	07/17/24	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	183.67
1011	426028	07/17/24	00001085	STAPLES CONTRACT & COMME	171710	OFFICE SUPPLIES	0.00	11.05
1011	426028	07/17/24	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	116.00
1011	426028	07/17/24	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	343.99
TOTAL CHECK							0.00	654.71
1011	426029	07/17/24	10005252	STETSON ENGINEERS INC	396814	WATER MSTR.PL/MAY-24	0.00	64,335.00
1011	426030	07/17/24	00009299	STOP STICK, LTD	650402	9' STOP STICK KIT W/ST	153.45	2,173.45
1011	426030	07/17/24	00009299	STOP STICK, LTD	650402	FREIGHT	0.00	66.00
TOTAL CHECK							153.45	2,239.45
1011	426031	07/17/24	10008317	SUNNY SLOPE TREE FARM, I	560641	TREES	0.00	362.04
1011	426031	07/17/24	10008317	SUNNY SLOPE TREE FARM, I	560641	PLANTS	0.00	59.27
TOTAL CHECK							0.00	421.31
1011	426032	07/17/24	10013763	LATREANA TAYLOR	11	REF/RT DEPOSIT#R10483	0.00	500.00
1011	426033	07/17/24	10013329	TESS ELECTRIC, INC.	52	PMT#2 FINAL/RET/JUN24	0.00	-1,294.83
1011	426033	07/17/24	10013329	TESS ELECTRIC, INC.	396855	BALL WELL FINAL/JUNE2	0.00	25,896.62
1011	426033	07/17/24	10013329	TESS ELECTRIC, INC.	52	PMT#1 RETENTION	0.00	-833.07
1011	426033	07/17/24	10013329	TESS ELECTRIC, INC.	396855	BALL WELL REHAB/JUN24	0.00	16,661.38
TOTAL CHECK							0.00	40,430.10
1011	426034	07/17/24	10013329	TESS ELECTRIC, INC.	52	BALL WELL/RETENTION	0.00	2,127.90
1011	426035	07/17/24	10013691	LOTUS THAI	631140	REIMB/WOODEN STAMP	0.00	46.06
1011	426035	07/17/24	10013691	LOTUS THAI	631140	REIMB/WASH NAPKINS	0.00	74.87
1011	426035	07/17/24	10013691	LOTUS THAI	631140	EVT EQUIPMENT JUNE24	0.00	338.59
TOTAL CHECK							0.00	459.52
1011	426036	07/17/24	10010941	TYSON KOERPER	995100	AD JULY-24	0.00	275.00
1011	426037	07/17/24	10011938	T-MOBILE	650303	982979864 JUBNE-24	0.00	1,942.90
1011	426038	07/17/24	10011938	T-MOBILE	171710	974300786 JUNE-24	0.00	72.80
1011	426039	07/17/24	00004212	TOWNSEND PUBLIC AFFAIRS	105105	GRANT WRITE/JULY-24	0.00	5,000.00
1011	426039	07/17/24	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST/JULY-24	0.00	2,018.75
1011	426039	07/17/24	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST/JULY-24	0.00	6,056.25
TOTAL CHECK							0.00	13,075.00

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1011	426040	07/17/24	10013495	TRANSTECH ENGINEERS, INC	560222	ON CALL ENG/JUNE-24	0.00	2,496.00
1011	426040	07/17/24	10013495	TRANSTECH ENGINEERS, INC	560220	ON CALL ENG/JUNE-24	0.00	12,008.00
TOTAL CHECK							0.00	14,504.00
1011	426041	07/17/24	10012973	TRAVPRO MOBILE LLC	995100	MARKETING FY 24-25	0.00	12,800.00
1011	426042	07/17/24	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE-EMP POLY/FEB-24	0.00	925.00
1011	426042	07/17/24	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE EMP POLY/JUNE-24	0.00	825.00
TOTAL CHECK							0.00	1,750.00
1011	426043	07/17/24	10012511	TSG ENTERPRISES, INC	290150	WHITAKER SCH/JUNE-24	0.00	1,102.00
1011	426043	07/17/24	10012511	TSG ENTERPRISES, INC	590186	CABALLERO PAVE/JUNE24	0.00	499.50
TOTAL CHECK							0.00	1,601.50
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	REF/CNCL ITM/JIMENEZ	0.00	-29.35
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650302	REF/FRAMES/COTA	0.00	-23.26
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	REF/ITEM/GUERRA	0.00	-15.09
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	REF/CNCL SUPL/JIMENEZ	0.00	-10.83
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	631140	REF/SUSTAIN/FOULKES	0.00	-1.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	631140	REF/STATAINE/FOULKES	0.00	-0.20
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650208	REFUND/NUNES	0.00	-0.10
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	115110	OC PARKING/GUERRA	0.00	3.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650208	CF RM SUPL/NUNES	0.00	3.79
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	106117	OV'CHG GRATUIT/COPPIN	0.00	-1,170.78
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650405	REF/K9 SUPL/WILLIAMS	0.00	-108.95
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650405	REF/K9 SUPL/WILLIAMS	0.00	-40.93
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL SAC/COPPING	0.00	335.86
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL/MIXER/DIEZ	0.00	338.87
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	126143	ADOBE LIC/MIKIEWICZ	0.00	346.50
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	631140	SUSTAIN SUPL/FOULKES	0.00	355.50
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	560211	LOWER TRIMMER/PORTER	0.00	362.72
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	369.75
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	560210	STAFF SHIRTS/PORTER	0.00	372.90
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650402	UAS EQUIP/DIERINGER	0.00	374.97
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650407	SWAT MBRSHP/DIERINGER	0.00	375.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	352363	COMPU MONITOR/LIBUNAO	0.00	419.43
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	106117	EMAIL MARKETING/DIEZ	0.00	453.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650402	UAS EQUIP/DIERINGER	0.00	454.06
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650208	HOTEL CF/NUNES	0.00	456.44
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	170670	LACTATE RM/JIMENEZ	0.00	484.85
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650405	K9 TRG SUPL/WILLIAMS	0.00	518.75
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	170670	LACTATE RM/JIMENEZ	0.00	576.81
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	731110	KAHOOTI SUBS/FOULKES	0.00	587.64
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	160410	ENG BOOKS/ARABOLU	0.00	603.02
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	LEAG CF/SONNE/LOPEZ	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	650208	LEAG CA REG/NUNES	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	LEAG CF/TRAUT/GUERRA	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	101101	LEAG CA/J.AHN/GUERRA	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	105105	PEAK PK HONOR/FRANCE	0.00	720.90
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	105105	ZORN HONOREE/FRANCE	0.00	720.90
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	10.44

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 126120	I-PAD COVER/HYUN	0.00	10.76
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL SUPL/JIMENEZ	0.00	10.83
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275205	SPOTIFY/MARTINEZ	0.00	10.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	CF RM SUPL/NUNES	0.00	11.59
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/ARABOLU	0.00	11.80
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 105105	KOREAN DINNER/France	0.00	12.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	SUP SR.SAT/DAVIS	0.00	12.30
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	12.48
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	TEMP TATTOO/SANCHEZ-R	0.00	12.82
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	BK.RM.CLOCK/KERN	0.00	12.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 121110	SUNDNT/MAINASSIST/DP	0.00	13.44
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 732044	CLIENT RIDE/NIELSEN	0.00	13.88
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	15.09
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650303	ACCIDENTIAL/SALAZAR	0.00	15.12
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	SNACKS/JUNE/MARTINEZ	0.00	15.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650303	ZOOM/NGUYEN	0.00	15.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 550502	GEL PENS/WILLIAMS	0.00	5.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	VIDEO FOOD SHOOT/DIEZ	0.00	5.48
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	VIDEO FOOD SHOOT/DIEZ	0.00	6.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650102	OC REG SUBS/PINO	0.00	6.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/HURTADO	0.00	6.56
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	RV CHARGE/NGUYEN	0.00	7.02
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	ELECT CHG/GEYER	0.00	7.45
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/HURTADO	0.00	8.04
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	8.40
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	BPYT TICK/SONNE/LOPEZ	0.00	9.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	9.61
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DESSERT/LOPEZ	0.00	9.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650303	TESLA CONNECT/NGUYEN	0.00	9.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRAIN/MEAL/NGUYEN	0.00	16.79
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	JUNETEENTH/DAVIS	0.00	17.04
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	UNIF EQUIP/DIERINGER	0.00	17.17
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 732044	CLIENT RIDE/NIELSEN	0.00	17.96
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	17.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	BPYT TICK/BROWN/LOPEZ	0.00	18.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	TVL AGENT GIFT/COPPIN	0.00	18.40
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	18.87
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	COOKIES/MARTINEZ	0.00	18.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/HURTADO	0.00	19.38
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	19.66
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	HOSE CLAMP/LIBUNAO	0.00	19.94
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	PW WK LUNCH/HUNT	0.00	19.96
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 121110	TARGET/619JOBFAIR/DP	0.00	19.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	FLY SACRAMENTO/COPPIN	0.00	20.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	FLY/SACRAMENTO/COPPIN	0.00	20.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	20.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 731110	OONF TRG/FOULKES	0.00	20.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOROT/SALAZA	0.00	20.05
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	ZOOM CF/MIKHAEL	0.00	15.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 121110	SUNDNT/SRMAINWKR/DP	0.00	16.44

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1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 631140	SUSTAIN SUPL/FOULKES	0.00	16.51
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.26
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	GUIDE ENVEL/COPPING	0.00	21.32
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650302	AWARD FRAMES/COTA	0.00	21.54
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650402	UAS EQUIP/DIERINGER	0.00	21.54
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.56
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.74
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.82
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	22.03
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	22.07
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	22.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	22.54
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 631140	DISH/SUSTAIN/FOULKES	0.00	22.62
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	22.63
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650302	AWARD FRAMES/COTA	0.00	23.26
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	23.50
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	23.55
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650302	SHARPIE PEN/NGUYEN	0.00	23.59
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	23.91
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	24.38
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	20.80
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.10
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	21.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	25.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	25.73
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	25.89
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	26.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	26.11
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	26.18
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	26.36
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	29.85
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 105105	ADOBE MO.SUBS/MEDINA	0.00	29.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	30.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	30.01
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRAIN/MEAL/NGUYEN	0.00	30.67
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 115110	WE LEAD ITM/JIMENEZ	0.00	30.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	31.49
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	31.96
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	33.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	33.80
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	33.83
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 121110	MICROSFTSURFPENCHG/EF	0.00	33.93
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	34.19
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	26.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	26.69
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 732044	RIDE SHELTER/NIELSEN	0.00	26.82
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	27.03
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	27.24
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	27.45
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	27.49
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	27.58
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	27.60

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	27.72
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	UNIF.EQUIP/DIERINGER	0.00	27.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	28.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	24.49
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	COFFEE CUPS/COTA	0.00	24.81
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650204	POLICE ACAD/DIERINGER	0.00	25.59
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	EV CHARGE/NGUYEN	0.00	28.67
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	CAMP SUPL/MARTINEZ	0.00	28.68
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/SALAZA	0.00	28.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL MOTORCYCLE/LEE	0.00	29.32
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITM/JIMENEZ	0.00	29.35
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/RICE	0.00	29.73
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRF MOTOR/COLON	0.00	28.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275130	CAMP SUPL/SANCHEZ-REY	0.00	28.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/MOTORCYCLE/VU	0.00	28.44
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	BK RM MT/COLES-GUZMAN	0.00	47.93
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	BK.RM MT/COLES-GUZMAN	0.00	48.48
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRAIN/MEAL/NGUYEN	0.00	49.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650604	CSI NIBN EQUIP/BAILEY	0.00	49.13
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650208	TRG MEAL/NGUYEN	0.00	50.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650407	SWAT MBRSH/DIERINGER	0.00	50.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	MO.CAR WASHES/France	0.00	35.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	LACTATE RM/JIMENEZ	0.00	37.70
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	JUNETEENTH/DAVIS	0.00	37.70
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/LOPEZ	0.00	38.76
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 160105	OFFICE SUPL/MIKHAEL	0.00	39.55
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275130	CAMP SUPL/SANCHEZ-REY	0.00	39.67
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL FOOD/JIMENEZ	0.00	40.19
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 560640	WATER/WK SHOP/PORTER	0.00	40.63
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	CF RM SUPPLIES/GUERRA	0.00	42.80
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650303	MOUSE PADS/MIKIEWICZ	0.00	43.05
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275210	CAMP SUPL/MARTINEZ	0.00	43.09
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	G-SUITES SUBS/COPPING	0.00	43.20
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 560211	ST.OFFICE SUPL/PORTER	0.00	43.31
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/HURTADO	0.00	44.33
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275305	OFFICE SUPL/HURTADO	0.00	45.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 452410	DONUTS/SAF MT/MOORE	0.00	45.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 171710	TRAIN/FUEL/NGUYEN	0.00	54.13
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275145	STAFF BBQ/KURATA	0.00	54.14
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 115120	PASSPORT SUPL/LOPEZ	0.00	54.75
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650405	K9 GROOM SUPL/WILLIAM	0.00	54.90
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	ADOBE MO SUBS/COPPING	0.00	54.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 275130	CAMP SUPL/SANCHEZ-REY	0.00	55.38
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 560640	WATER WK SHOP/PORTER	0.00	56.47
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 631140	RECHG BATTERY/MESHAM	0.00	57.21
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 631140	OFFICE SUPL/MESHAM	0.00	58.52
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	FLIGHT/MIXER/DIEZ	0.00	58.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 170670	LACTATE RM/JIMENEZ	0.00	59.25
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 650409	MO.CONTAINER.WILLIAMS	0.00	59.40
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 760310	OFFICE SUPL/MIKHAEL	0.00	60.29
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 106117	MERCHANDIZE/DIEZ	0.00	60.74
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/JIMENEZ	0.00	60.96

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	121110	KNOTTREST/FACMW/DP	0.00	61.61
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	LACTATE RM/JIMENEZ	0.00	61.96
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650208	TRAIN MEAL/NGUYEN	0.00	63.81
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	101101	COUNCIL ITEM/LOPEZ	0.00	64.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	101101	HOLIDAY SUPL/JIMENEZ	0.00	51.66
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	TJMAXX/BREAKROOM/RV	0.00	51.96
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	52.32
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	106117	BRK RM SUPL/COPPING	0.00	71.04
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	121110	MICROSFTSURFACEPEN/EF	0.00	107.70
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650405	K9 TRG SUPL/WILLIAMS	0.00	108.95
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275210	DIS.CUBE/BAL/SAUCEDA	0.00	109.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	352363	CWEA MBRSHP/MCGEE	0.00	113.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650405	DOG FOOD/WILLIAMS	0.00	113.01
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	631140	SUSTAIN SUPL/FOULKES	0.00	113.36
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	121110	KNOTTREST/MAINASST/DP	0.00	115.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	PW WK LUNCH/HUNT	0.00	115.37
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275145	BBQ SUPL/SAUCEDA	0.00	121.05
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	LACTATE RM/JIMENEZ	0.00	123.86
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	BK RM MT/COLES-GUZMAN	0.00	124.26
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	101101	DIN.LINENS/LOPEZ	0.00	124.66
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	MUNI.MGT MBRSHP/HUNT	0.00	125.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650407	SWAT MBRSHP/DIERINGER	0.00	125.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275130	CAMP SUPL/SANCHEZ-REY	0.00	125.31
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275130	CAMP SUPL/SANCHEZ-REY	0.00	125.37
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	106117	LUN. HOTEL/COPPING	0.00	126.44
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	BK RM MT/COLES-GUZMAN	0.00	127.12
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	560210	GOMAS MBR TRG/PORTER	0.00	128.75
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	560210	MEAL/PANEL/PORTER	0.00	71.57
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650604	NIBN EQUIP/BAILEY	0.00	73.95
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	115125	WK SHOP REG/GUERRA	0.00	75.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650302	REC.EQUIP/DIERINGER	0.00	75.34
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	PW WK LUNCH/HUNT	0.00	75.40
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275305	FATHER DAY SUPL/DAVIS	0.00	77.51
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	BK RM MT/COLES-GUZMAN	0.00	77.63
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650208	TRAIN EQUIP/DIERINGER	0.00	80.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	171710	FUEL VEH/NUNES	0.00	81.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	560640	PRINTING/PORTER	0.00	84.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	121110	PORTILLS/MAINTHLPR/RV	0.00	86.37
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	HOBBYLOBBY/BRKROOM/RV	0.00	87.12
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650208	POLICE ACAD/DIERINGER	0.00	88.95
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275210	MEM.DAY EVENT/SAUCEDA	0.00	91.59
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	171710	FUEL VEH/NUNES	0.00	93.51
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	170670	HOBBYLOBBY/BRKROOM/RV	0.00	94.70
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	650208	PROMO/CEREM/DIERINGER	0.00	96.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	275130	CAMP SUPL/SANCHEZ-REY	0.00	102.27
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	106117	PRES.MAT'L/COPPING	0.00	105.13
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	OFFICE SUPL/ARABOLU	0.00	105.71
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	631140	SUSTAIN TUB/FOULKES	0.00	107.64
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	OFFICE SULP/MIKHAEL	0.00	65.64
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	632110	ICSC LV BKF/FRANCE	0.00	68.04
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	160105	EMPL BBQ WK/HUNT	0.00	68.48
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	106117	MERCHANDISE/DIEZ	0.00	129.08

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	PROMO MTG/GEYER	0.00	209.18
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	TRAILER/DR LOCK/COLES	0.00	215.44
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	K9 TRAIN SUPL/WILLIAM	0.00	220.27
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	CWEA MBRSH/PCGEE	0.00	221.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	OFFICE SUPL/MIKHAEL	0.00	224.03
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	COUNCIL DINNER/LOPEZ	0.00	226.27
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	WE LEAD ITEM/JIMENEZ	0.00	226.77
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	PRINTER/MIKIEWICZ	0.00	232.55
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FATHER DY BBQ HURTADO	0.00	238.10
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FLY/SACRAMENTO/COPPIN	0.00	239.95
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	ROACH SPRAY/MOORE	0.00	248.77
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	CCAC MBR/GUERRA	0.00	250.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	ONLINE WTR GTWY/HYUN	0.00	250.40
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	CAPIO BRIDGET/France	0.00	275.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	MERCHANDIZE/DIEZ	0.00	287.55
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	BK RM MT/COLES-GUZMAN	0.00	293.06
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	GIFT CARDS/MEDINA	0.00	300.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	DESKTOP MONITOR/MCGEE	0.00	333.23
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	DESKTOP MONITOR/MCGEE	0.00	333.23
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FACEBK TOBACCO/FEWER	0.00	131.17
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	CHILIS/FLEETMECH/RV	0.00	132.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	UNIF EQUIP/DIERINGER	0.00	133.72
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FLAGS/JUNE/MARTINEZ	0.00	134.56
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	REC.EQUIP/DIERINGER	0.00	139.02
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FLIGHT/MIXER/DIEZ	0.00	139.98
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	EMPL BBQ WK/HUNT	0.00	149.56
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	UAS EQUIP/DIERINGER	0.00	149.99
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	CF RM SUPL/NUNES	0.00	150.72
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	VIDEO EQUIP/MEDINA	0.00	155.14
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	HOTEL/PRES VISIT/DIEZ	0.00	158.74
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	TABLET REPAIR/MCGEE	0.00	159.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	PASSPORT SUPL/GUERRA	0.00	161.60
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	PERCH MT/CASE/WLLIAMS	0.00	163.76
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	OFFICE SUPL/BOX	0.00	166.42
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	AIRCRAFT EXAM/PINO	0.00	175.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	SUP SR.SAT/DAVIS	0.00	178.34
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	LIC RENEWARABOLU	0.00	180.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	OFFICE SUPL/MIKHAEL	0.00	183.16
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	ADAPTERS MIKIEWICZ	0.00	184.07
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	BK RM MT/COLES-GUZMAN	0.00	186.41
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	PANDAIN/SRMALNWK/DP	0.00	188.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	M/CKIT CHG/WILLIAMS	0.00	193.94
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	WILD RIVER/MARTINEZ	0.00	202.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	DESKTOP MONITOR/MCGEE	0.00	333.23
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	TRAIN/HOTEL/NGUYEN	0.00	750.75
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FAC.MAINT/COLES-GUZMA	0.00	753.17
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	LEAG CF/A.BROWN/LOPEZ	0.00	775.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	LEAG CA JIMENEZ/LOPEZ	0.00	800.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FAC.MAINT/COLES-GUZMA	0.00	807.05
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	AIRCRAFT EXAM/PINO	0.00	875.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	SFTWARE LIC/HUNT	0.00	900.00
1011	426058	07/17/24	00010474	U.S.BANK	CORPORATE PAYME	FLY CALEA CF/COTA	0.00	929.96

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 105105	CONSTANT MBR/France	0.00	939.40
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 860810	FAC.MAINT/COLES-GUZMA	0.00	1,185.24
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 650302	REC.EQUIP/DIERINGER	0.00	1,187.34
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 860820	POOL PUMP/HUNT	0.00	1,290.48
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 106117	CAL TRVL/REG/COPPING	0.00	1,299.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 160105	ENG BOOKS/MIKHAEL	0.00	1,445.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 860810	FAC.MAINT/COLES-GUZMA	0.00	1,750.88
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 106117	GO WEST/REG/COPPING	0.00	2,100.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 275125	POOL FURN/AVERELL	0.00	3,263.86
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 275125	POOL FURN/AVERELL	0.00	4,067.20
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 121110	BURGER TRUCK/France	0.00	4,468.35
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 275125	POOL FURN/COLES-GUZMA	0.00	5,091.89
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 105105	CAL-CITIES REG/FEWER	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 105105	CAL-CITY 24-25 France	0.00	650.00
1011	426058	07/17/24	00010474	U.S.BANK CORPORATE	PAYME 105105	CAL-CITY FENTN/France	0.00	650.00
TOTAL CHECK							0.00	65,352.23
1011	426059	07/17/24	00000416	UNDERGROUND SVC.	ALERT/SC 352363	DIG ALERT BOARD	0.00	87.50
1011	426059	07/17/24	00000416	UNDERGROUND SVC.	ALERT/SC 352363	DIG ALERT TICKETS	0.00	255.00
TOTAL CHECK							0.00	342.50
1011	426060	07/17/24	10012876	UNITED FIBER	11	REF/E22-0362/7150 VIL	0.00	500.00
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	#CB-SM - SMALL- 20X34	5.81	80.81
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	#CB-MED - 22X40 PADDED	13.49	187.49
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	FREIGHT	0.00	150.00
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	#RDS-15X27-LWIIIA-ERT-	92.99	1,292.99
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	#STD-22X40-LWIIIA-ERT-	293.73	4,083.73
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650402	#SPECTER-LED -GEN II W	156.94	2,181.94
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	#STD-22X40-III+LW-ERT-	491.66	6,851.66
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	#HOOK - SHIELD HOOK	6.20	86.20
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	#SPECTER-LED - SPECTER	52.31	727.31
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	#CB-MED - CARRY BAG ME	6.74	93.74
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	#ADD-HORZ-HANDLE - ADD	11.63	161.63
1011	426061	07/17/24	10004438	UNITED SHIELD	INTERNATIO 650407	FREIGHT	0.00	75.00
TOTAL CHECK							1,131.50	15,972.50
1011	426062	07/17/24	10008867	UNITED STATES	POSTAL SER 121135	POSTAGE/JULY-2024	0.00	10,000.00
1011	426063	07/17/24	10008629	MARK SANDERS	731150	BLDG DIV NOTICE	0.00	405.94
1011	426064	07/17/24	10012924	URBAN HABITAT	32	PMT#12 RET.	0.00	-17,394.37
1011	426064	07/17/24	10012924	URBAN HABITAT	290150	WHITAKER SCH/JUNE-24	0.00	347,887.32
TOTAL CHECK							0.00	330,492.95
1011	426065	07/17/24	10011587	US BANK	997100	CUSTODY ACCT/MAY-24	0.00	291.67
1011	426066	07/17/24	10011587	US BANK	11	CUSTODY ACCT/MAY-24	0.00	208.33
1011	426067	07/17/24	00001911	JEFF VAN SICKLE	275135	YT OFFIC 6/22-7/5/24	0.00	80.00
1011	426068	07/17/24	10013766	RICARDO VARGAS	11	RF#E24-0156/7353 EL L	0.00	100.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426069	07/17/24	10013764	ANDREA VENEGAS	11	REF/RT DEPOSIT#R10067	0.00	1,000.00
1011	426070	07/17/24	10009230	VERIZON BUSINESS	170670	4123237 X26 JUNE-24	0.00	438.92
1011	426071	07/17/24	10002032	VERIZON WIRELESS	170670	87008359200001 JUNE24	0.00	173.43
1011	426071	07/17/24	10002032	VERIZON WIRELESS	170670	87008359200001 JUNE24	0.00	265.05
1011	426071	07/17/24	10002032	VERIZON WIRELESS	352363	87008359200001 JUNE24	0.00	371.16
1011	426071	07/17/24	10002032	VERIZON WIRELESS	170670	87008359200001 JUNE24	0.00	390.23
TOTAL CHECK							0.00	1,199.87
1011	426072	07/17/24	10002032	VERIZON WIRELESS	170670	56130691500002 JUNE24	0.00	555.16
1011	426072	07/17/24	10002032	VERIZON WIRELESS	106117	56130691500002 JUNE24	0.00	41.51
1011	426072	07/17/24	10002032	VERIZON WIRELESS	105105	56130691500002 JUNE24	0.00	41.51
1011	426072	07/17/24	10002032	VERIZON WIRELESS	998100	56130691500002 JUNE24	0.00	41.51
1011	426072	07/17/24	10002032	VERIZON WIRELESS	352363	56130691500002 JUNE24	0.00	76.02
1011	426072	07/17/24	10002032	VERIZON WIRELESS	115110	56130691500002 JUNE24	0.00	90.31
1011	426072	07/17/24	10002032	VERIZON WIRELESS	101101	56130691500002 JUNE24	0.00	90.31
TOTAL CHECK							0.00	936.33
1011	426073	07/17/24	10013765	ROBERT VERNON	11	REF#E24-0094/7822 MEL	0.00	100.00
1011	426074	07/17/24	10011389	VIATRON SYSTEMS, INC.	599796	DIGIT SVC/FINAL/AUG23	0.00	18,655.00
1011	426075	07/17/24	10007677	JOHN WEAR	171710	REIMB ASE RE-CERT	0.00	146.00
1011	426076	07/17/24	10013555	WEST COAST SAFETY SUPPLY	452410	SAFETY EQUIP	0.00	1,097.76
1011	426077	07/17/24	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES	0.00	912.00
1011	426078	07/17/24	10013494	ANITYAH WILLIAMS	275120	GYMNASTICS/SUMMER24	0.00	586.53
1011	426079	07/17/24	10011805	VERN WILLIAMS	275120	AGILITY TRG//SUMMER24	0.00	99.75
1011	426080	07/17/24	10013257	WORKCARE, INC.	121110	PD WELLNESS/JUNE-24	0.00	7,500.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	275305	COPIER LEASE/JUNE-24	0.00	5.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	731120	COPIER LEASE/JUNE-24	0.00	53.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	731150	COPIER LEASE/JUNE-24	0.00	53.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	631140	COPIER LEASE/JUNE-24	0.00	53.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	998100	COPIER LEASE/JUNE-24	0.00	54.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	732071	COPIER LEASE/JUNE-24	0.00	56.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	997100	COPIER LEASE/JUNE-24	0.00	134.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	352267	COPIER LEASE/JUNE-24	0.00	136.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	115110	COPIER LEASE/JUNE-24	0.00	200.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	121110	COPIER LEASE/JUNE-24	0.00	210.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	275105	COPIER LEASE/JUNE-24	0.00	220.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	126120	COPIER LEASE/JUNE-24	0.00	240.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	160105	COPIER LEASE/JUNE-24	0.00	337.00
1011	426081	07/17/24	10009222	XEROX CORPORATION	121135	COPIER LEASE/JUNE-24	0.00	851.52
1011	426081	07/17/24	10009222	XEROX CORPORATION	650302	COPIER LEASE/JUNE-24	0.00	890.52
TOTAL CHECK							0.00	3,493.04

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CITY OF BUENA PARK
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ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426082	07/17/24	10012640	ZOOLOGICAL SOCIETY OF SA	275130	P 1-DAY PASS ADV A PYM	0.00	925.00
1011	426082	07/17/24	10012640	ZOOLOGICAL SOCIETY OF SA	275130	P 1-DAY PASS ADV Y - P	0.00	2,480.00
TOTAL CHECK							0.00	3,405.00
1011	426083	07/18/24	10013346	ATEI COMPANY, INC.	275210	20F2 CONCERT 07/24/24	0.00	2,250.00
1011	426084	07/18/24	10013772	DAVID CENICEROS	275210	CONCERT JULY 31,2024	0.00	2,700.00
TOTAL CASH ACCOUNT							3,333.88	5,601,168.08
TOTAL FUND							3,333.88	5,601,168.08
TOTAL REPORT							3,333.88	5,601,168.08

Voided Check Numbers	Date Printed
425928	7/17/2024
426020	
426044	
426045	
426046	
426047	
426048	
426049	
426050	
426051	
426052	
426053	
426054	
426055	
426056	
426057	

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$2,332,406.05 DEMAND NOS., 426085 THROUGH 426291. CANCELLED NOS 422546, 422549, 422747 AND 422773 VOIDS SEE ATTACHED LIST

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

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

Director of Finance

SECTION 2: That claims and demands Nos.426085 through 426291 the sum of \$2,332,406.05 set forth on the 17-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: 07/31/2024
TIME: 12:05:08

CITY OF BUENA PARK
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ACCTPA21

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ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422546 V	12/20/23	00003953	LOREEN BERLIN	275305	JOURNALISM	0.00	-31.50
1011	422549 V	12/20/23	10013352	ANA BORROTO	550502	CIT#765161 DISMISSED	0.00	-38.00
1011	422747 V	12/20/23	00003873	UNITED STATES POSTAL SER	352267	12 MOS PO BOX 5009	0.00	-1,780.00
1011	422773 V	12/20/23	10013342	YI, SANG	52	UB REFUND	0.00	-78.48
1011	426087	07/31/24	10003794	A T & T	170670	9391026107 JULY-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	860810	9391026053 JULY-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	170670	9391026056 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	170670	9391026055 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	170670	9391026112 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	126143	9391026115 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	170670	9391026113 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	170670	9391050380 JULY-24	0.00	29.71
1011	426087	07/31/24	10003794	A T & T	170670	9391026100 JULY-24	0.00	56.69
1011	426087	07/31/24	10003794	A T & T	170670	9391036465 JULY-24	0.00	449.26
1011	426087	07/31/24	10003794	A T & T	170670	9391026078 JUNE-24	0.00	27.56
1011	426087	07/31/24	10003794	A T & T	170670	9391026093 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	170670	9391031461 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	170670	9391026060 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	660241	9391026081 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	170670	9391026097 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	170670	9391026096 JUNE-24	0.00	56.69
1011	426087	07/31/24	10003794	A T & T	170670	9391026062 JUNE-24	0.00	56.69
1011	426087	07/31/24	10003794	A T & T	170670	9391026079 JUNE-24	0.00	56.69
1011	426087	07/31/24	10003794	A T & T	170670	9391054287 JUNE-24	0.00	66.54
1011	426087	07/31/24	10003794	A T & T	170670	9391026111 JUNE-24	0.00	84.25
1011	426087	07/31/24	10003794	A T & T	170670	9391026061 JUNE-24	0.00	84.25
1011	426087	07/31/24	10003794	A T & T	170670	9391026050 JUNE-24	0.00	113.89
1011	426087	07/31/24	10003794	A T & T	170670	9391026082 JUNE-24	0.00	115.43
1011	426087	07/31/24	10003794	A T & T	170670	9391026089 JUNE-24	0.00	139.39
1011	426087	07/31/24	10003794	A T & T	170670	9391031459 JUNE-24	0.00	155.55
1011	426087	07/31/24	10003794	A T & T	170670	9391026098 JUNE-24	0.00	166.95
1011	426087	07/31/24	10003794	A T & T	170670	9391026083 JUNE-24	0.00	194.91
1011	426087	07/31/24	10003794	A T & T	170670	9391055764 JUNE-24	0.00	444.52
1011	426087	07/31/24	10003794	A T & T	170670	9391036451 JUNE-24	0.00	474.64
1011	426087	07/31/24	10003794	A T & T	170670	9391054290 JULY-24	0.00	29.77
1011	426087	07/31/24	10003794	A T & T	126143	9391026072 JULY-24	0.00	29.77
1011	426087	07/31/24	10003794	A T & T	170670	9391026049 JULY-24	0.00	39.45
1011	426087	07/31/24	10003794	A T & T	126143	9391026070 JULY-24	0.00	57.99
1011	426087	07/31/24	10003794	A T & T	660241	9391026088 JULY-24	0.00	227.28
1011	426087	07/31/24	10003794	A T & T	170670	9391031458 JULY-24	0.00	311.10
1011	426087	07/31/24	10003794	A T & T	650302	9391026080 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026065 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026066 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026085 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026110 JUNE-24	0.00	33.16
1011	426087	07/31/24	10003794	A T & T	650302	9391026064 JUNE-24	0.00	111.81
1011	426087	07/31/24	10003794	A T & T	650302	9391026059 JUNE-24	0.00	139.40
1011	426087	07/31/24	10003794	A T & T	650302	9391031460 JUNE-24	0.00	165.16

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
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ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240719 00:00:00.000' and '20240731 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426087	07/31/24	10003794	A T & T	650302	9391026095 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026099 JUNE-24	0.00	29.12
1011	426087	07/31/24	10003794	A T & T	650302	9391026075 JUNE-24	0.00	41.98
1011	426087	07/31/24	10003794	A T & T	650302	9391026074 JUNE-24	0.00	184.11
1011	426087	07/31/24	10003794	A T & T	650302	9391026092 JUNE-24	0.00	194.59
1011	426087	07/31/24	10003794	A T & T	650302	9391050226 JUNE-24	0.00	254.32
TOTAL CHECK							0.00	5,120.61
1011	426088	07/31/24	10013797	A T & T	650601	4101687 LEA TRACK	0.00	120.00
1011	426089	07/31/24	10004247	A T & T MOBILITY	731150	996095853X07172024	0.00	312.87
1011	426090	07/31/24	10004247	A T & T MOBILITY	275105	287306643033X07102024	0.00	40.24
1011	426091	07/31/24	10004247	A T & T MOBILITY	275305	828554058X07172024	0.00	129.04
1011	426092	07/31/24	10004247	A T & T MOBILITY	631140	287260985373X07172024	0.00	246.65
1011	426093	07/31/24	00010359	ADMINSURE INC	107410	WKS COMP ADM/AUG-24	0.00	11,676.00
1011	426094	07/31/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B PHYSICAL/JUNE24	0.00	255.75
1011	426094	07/31/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B PHYSICAL/JULY24	0.00	1,205.00
TOTAL CHECK							0.00	1,460.75
1011	426095	07/31/24	10002513	DARSHINI AITHAL	275120	SUMMER CAMP/JULY-24	0.00	349.12
1011	426096	07/31/24	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	154.10
1011	426097	07/31/24	10012766	LAURA WELLER	275210	CONCERT JULY 17,2024	0.00	2,915.00
1011	426097	07/31/24	10012766	LAURA WELLER	275210	AUDIO VISUAL TECHNICIA	0.00	1,250.00
1011	426097	07/31/24	10012766	LAURA WELLER	275210	AUDIO ENGINEER (DAY RA	0.00	500.00
1011	426097	07/31/24	10012766	LAURA WELLER	275210	AUDIO VISUAL TECHNICIA	0.00	500.00
1011	426097	07/31/24	10012766	LAURA WELLER	275210	DELIVERY & PICK UP	0.00	665.00
TOTAL CHECK							0.00	5,830.00
1011	426098	07/31/24	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CROS GRD/MAY-24	0.00	10,763.81
1011	426099	07/31/24	10013705	ALL PRO BEVERAGE, INC.	170670	VANILLA COFFEE/JULY-2	0.00	166.97
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR JUNE-24	0.00	22,049.45
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR MAY-24	0.00	22,049.45
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR JANUARY-24	0.00	22,049.45
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR APRIL-24	0.00	22,049.45
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR FEBRUARY-24	0.00	22,049.45
1011	426100	07/31/24	10012598	UNIVERSAL BUILDING MAINT	170670	JANITOR MARCH-24	0.00	22,049.45
TOTAL CHECK							0.00	132,296.70
1011	426101	07/31/24	10011769	HEDY ALMAZAN	11	REF DEPOSIT R#9723	0.00	500.00
1011	426102	07/31/24	00004200	AMERICA'S INSTANT SIGNS	290153	CUSTOM BRONZE PLAQUE:	23.25	323.25
1011	426102	07/31/24	00004200	AMERICA'S INSTANT SIGNS	290153	PRECISION MACHINE TOOL	230.56	3,205.56
1011	426102	07/31/24	00004200	AMERICA'S INSTANT SIGNS	290153	PLAQUE-BRONZE TOOLED	159.26	2,214.26

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1011	426102	07/31/24	00004200	AMERICA'S INSTANT SIGNS	290153	CUSTOM BRONZE PLAQUE:	102.69	1,427.69
TOTAL CHECK							515.76	7,170.76
1011	426103	07/31/24	00003477	AON RISK INSURANCE SERVI	107420	COMMERCIAL PROPERTY	0.00	2,704.00
1011	426103	07/31/24	00003477	AON RISK INSURANCE SERVI	107420	RENEW ARCH SPECIAL	0.00	104,005.44
1011	426103	07/31/24	00003477	AON RISK INSURANCE SERVI	107420	RENEW UNDERWRITERS	0.00	147,738.57
TOTAL CHECK							0.00	254,448.01
1011	426104	07/31/24	00009015	TAJEN GRAPHICS, INC	275105	AQUATICS SIGNS	0.00	251.75
1011	426104	07/31/24	00009015	TAJEN GRAPHICS, INC	275105	PARK BANNERS	0.00	814.59
TOTAL CHECK							0.00	1,066.34
1011	426105	07/31/24	10010775	DEEPTHI K. ARABOLU	352567	REIMB ED/JUNE-24	0.00	31.60
1011	426105	07/31/24	10010775	DEEPTHI K. ARABOLU	452410	REIMB ED/JUNE-24	0.00	31.60
1011	426105	07/31/24	10010775	DEEPTHI K. ARABOLU	352363	REIMB ED/JUNE-24	0.00	150.10
1011	426105	07/31/24	10010775	DEEPTHI K. ARABOLU	160410	REIMB ED/JUNE-24	0.00	181.70
TOTAL CHECK							0.00	395.00
1011	426106	07/31/24	10013778	ARTIFICIAL GRASS PROFESS	560211	EMG REPAIR IRON FENCE	0.00	7,998.00
1011	426107	07/31/24	10013356	ASSOCIATED SOILS ENGINEE	290150	WHITAKER PARK/JUNE-24	0.00	3,730.00
1011	426108	07/31/24	00004756	B & K ELECTRIC WHOLESAL	170670	HARDWARE	0.00	106.25
1011	426109	07/31/24	00006700	B L WALLACE DISTRIBUTOR	352363	METER LIDS	0.00	132.22
1011	426110	07/31/24	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	1,307.54
1011	426111	07/31/24	10007684	BEST LAWNMOWER, INC	560640	MOWER PARTS	0.00	24.87
1011	426112	07/31/24	10011115	BLANK ROME LLP	110105	LEGAL SVC 06/30/24	0.00	3,050.00
1011	426113	07/31/24	10013784	BLUE TO GOLD LLC	650208	ADV.SEARCH 7/30-31/24	0.00	250.00
1011	426114	07/31/24	10013434	APX BOOMERS! IRVINE, LLC	275130	GRP FNB VCHR-MEAL OPTI	61.31	852.43
1011	426114	07/31/24	10013434	APX BOOMERS! IRVINE, LLC	275130	ZGRP PACK-4HR ATTR 100	0.00	1,803.18
1011	426114	07/31/24	10013434	APX BOOMERS! IRVINE, LLC	275130	GRP ADDON-40 CREDITS	0.00	440.00
TOTAL CHECK							61.31	3,095.61
1011	426115	07/31/24	10013798	ELIZABETH BOSCHMA	11	REF RT DEPOSIT#R10314	0.00	500.00
1011	426116	07/31/24	00000423	BOYS & GIRLS CLUB OF BUE	732094	Q4, APRIL-JUNE-24	0.00	4,190.24
1011	426117	07/31/24	00000759	BUENA PARK PLAQUE & TROP	275145	CAMP BANNER	0.00	1,050.56
1011	426117	07/31/24	00000759	BUENA PARK PLAQUE & TROP	11	PLAQUE SUMMER CONCERT	0.00	44.18
1011	426117	07/31/24	00000759	BUENA PARK PLAQUE & TROP	650101	ADV.BOARD/NAME BADGE	0.00	16.70
TOTAL CHECK							0.00	1,111.44
1011	426118	07/31/24	00008501	BUENA PARK SCHOOL DISTRI	275160	GYM USE/JAN-JUNE-24	0.00	13,532.64
1011	426119	07/31/24	10007791	MARIE CABALLERO	275150	SCOREKEEP 6/22-7/5/24	0.00	96.00

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1011	426120	07/31/24	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS JUN 2024	0.00	1,677.00
1011	426121	07/31/24	10012193	JANE M. CAMERON	106132	CRIME WATCH/JULY-24	0.00	200.00
1011	426122	07/31/24	10011902	CASC ENGINEERING & CONSU	599798	LAND USE ELEM/JUNE-24	0.00	1,748.00
1011	426122	07/31/24	10011902	CASC ENGINEERING & CONSU	731120	LAND USE ELEM/JUNE-24	0.00	14,693.00
TOTAL CHECK							0.00	16,441.00
1011	426123	07/31/24	10012050	SERGIO CASTILLO	275135	YT OFFIC 7/6-20/24	0.00	100.00
1011	426124	07/31/24	00001695	CITY OF CERRITOS	560640	VAL.VW MT JAN-JUNE-24	0.00	835.00
1011	426125	07/31/24	10004469	CERRITOS DODGE CHRYSLER	171710	PLASTIC LAMP	0.00	277.70
1011	426125	07/31/24	10004469	CERRITOS DODGE CHRYSLER	171710	TIRE SENSOR	0.00	367.13
TOTAL CHECK							0.00	644.83
1011	426126	07/31/24	10013777	CHANG, SOOMYUNG	52	UB REFUND	0.00	23.62
1011	426127	07/31/24	10011576	CHARGE POINT, INC.	126143	3 YEAR SVC CONTRACT	0.00	6,240.00
1011	426128	07/31/24	10012931	CHARTER COMMUNICATIONS	106132	238207201 JULY-24	0.00	540.00
1011	426129	07/31/24	10007941	CHARTER COMMUNICATIONS H	650302	8448208990007561	0.00	752.45
1011	426130	07/31/24	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	25.16
1011	426131	07/31/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400230497971	0.00	12.59
1011	426132	07/31/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240541370	0.00	823.22
1011	426133	07/31/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400240618061	0.00	1,099.00
1011	426134	07/31/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	823.22
1011	426135	07/31/24	00001052	CHUSHINKAN DOJO, INC,	275120	SWARDSMAN/JULY-24	0.00	754.11
1011	426136	07/31/24	10013007	CIVIC WELL	101101	MEMBERSHIP FY24-25	0.00	600.00
1011	426137	07/31/24	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING JUN 24	0.00	490.00
1011	426137	07/31/24	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING JUN 24	0.00	1,810.10
TOTAL CHECK							0.00	2,300.10
1011	426138	07/31/24	10006011	COMMERCIAL CONTROLS CORP	650303	MT PD ACCESS/JULY-24	0.00	2,400.00
1011	426139	07/31/24	10002389	COUNTY OF ORANGE TREASUR	650404	TECH DIV/JUNE-24	0.00	1,441.37
1011	426140	07/31/24	00006197	CSULB FOUNDATION	650208	TITLE 15 10/10/24	0.00	125.00
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	1,092.96
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	51.05
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	264.32
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	650402	AEROSOL	0.00	272.49

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1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	365.90
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	651607	CONDOR LCS SENTRY PLAT	160.62	2,233.12
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	651607	CONDOR TRIPLE M4 MAG P	64.33	894.33
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	651607	PORT AUTHORITY BG1070	46.49	646.49
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	651607	4 X 8 BLACK ID PATCH W	60.83	845.83
1011	426141	07/31/24	10011541	L.N. CURTIS AND SONS	651607	SAFARILAND HESCO 3403	3,080.63	42,830.63
TOTAL	CHECK						3,412.90	49,497.12
1011	426142	07/31/24	10011360	DENNIS KARL BATCHELOR	275150	SFTBAL ASSIGN JUNE-24	0.00	420.00
1011	426143	07/31/24	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	95.90
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	8900 POWER TWIN 290018	464.61	6,459.61
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	KX26050FBE HP HOSE 3/8	24.80	344.78
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	EF PX24-50 FBE EXIT FL	6.19	86.09
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	2587 STEEL HEX NIPPLE	0.65	9.00
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	633955914506 TIP, SPRA	13.66	189.91
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	PARTS 286-619 TIP	13.66	189.91
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	GPG-24E 24" EXTENSION	4.49	62.44
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	PARTS TACK METER	4.56	63.45
1011	426144	07/31/24	10013648	DB SERVICE CENTER, INC.	860810	538005 RX-80 4FNGR W/T	36.43	506.43
TOTAL	CHECK						569.05	7,911.62
1011	426145	07/31/24	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT JUNE-24	0.00	132.00
1011	426145	07/31/24	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT JUNE-24	0.00	2,423.00
TOTAL	CHECK						0.00	2,555.00
1011	426146	07/31/24	10008875	THOMAS F. DONINI	275315	DJ SVCS AUG.3, 2024	0.00	400.00
1011	426147	07/31/24	10013343	DUDEK	731105	CLIMATE ACTION/JUNE24	0.00	33,278.75
1011	426148	07/31/24	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD REUSE PROG	0.00	315.00
1011	426148	07/31/24	10012329	ECO-NOMICS, INC.	190137	TASK 3 - CALRECYCLE AN	0.00	3,566.25
1011	426148	07/31/24	10012329	ECO-NOMICS, INC.	190137	TASK 5 - EDIBLE FOOD T	0.00	11,028.75
1011	426148	07/31/24	10012329	ECO-NOMICS, INC.	190137	TASK 6 - OTHER TASKS,	0.00	1,077.50
TOTAL	CHECK						0.00	15,987.50
1011	426149	07/31/24	10008598	ZACHARY ELLS	352363	BOOT ALLOWENCE 24-25	0.00	242.43
1011	426150	07/31/24	10013773	JOHN ESGUERRA	11	REF DEPOSIT#R10969	0.00	500.00
1011	426151	07/31/24	00000797	MARIA ESQUETINI	650208	REIMB ED JUNE-24	0.00	953.00
1011	426151	07/31/24	00000797	MARIA ESQUETINI	650208	REIMB ED APRIL-24	0.00	988.00
1011	426151	07/31/24	00000797	MARIA ESQUETINI	650208	REIM CIVIC LDR/JULY24	0.00	638.42
TOTAL	CHECK						0.00	2,579.42
1011	426152	07/31/24	10008311	EVERETT DOREY, LLP	107420	JESSICA MANOKOUNE	0.00	913.50
1011	426152	07/31/24	10008311	EVERETT DOREY, LLP	110105	BLUE BELL GROUP HOME	0.00	1,272.00
TOTAL	CHECK						0.00	2,185.50
1011	426153	07/31/24	10013499	EWING IRRIGATION PRODUCT	396858	#ARTIFICIAL TURF 5506	0.00	4,170.60
1011	426153	07/31/24	10013499	EWING IRRIGATION PRODUCT	396858	#WEED FABRIC 24020440	0.00	356.68

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1011	426153	07/31/24	10013499	EWING IRRIGATION PRODUCT	396858	#5 INCH TURF NAILS 55	0.00	90.03
1011	426153	07/31/24	10013499	EWING IRRIGATION PRODUCT	396858	#SILICA SAND 55060250	0.00	431.30
1011	426153	07/31/24	10013499	EWING IRRIGATION PRODUCT	396858	TAX	0.00	391.28
TOTAL CHECK							0.00	5,439.89
1011	426154	07/31/24	00008579	EXPERIAN INFORMATION SOL	650105	CR CK, MISC REP/MAY24	0.00	77.24
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	107.17
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FUEL FILTERS	0.00	5.46
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	WATER PUMP	0.00	96.20
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	43.75
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	IGNITION COIL	0.00	47.73
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	38.51
1011	426155	07/31/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE PADS	0.00	79.89
TOTAL CHECK							0.00	418.71
1011	426156	07/31/24	10003690	FAIR HOUSING FOUNDATION	732040	REIMB/JUNE-24	0.00	957.02
1011	426157	07/31/24	00000320	FEDERAL EXPRESS CORPORAT	650302	TRANS CHARGE JULY-24	0.00	16.45
1011	426157	07/31/24	00000320	FEDERAL EXPRESS CORPORAT	121110	TRANS CHARGE/JULY-24	0.00	42.79
TOTAL CHECK							0.00	59.24
1011	426158	07/31/24	10013544	FENTANYL SOLUTION.ORG	651617	OPIOID TREATMNT/JUL24	0.00	11,727.25
1011	426159	07/31/24	00003881	FERGUSON ENTERPRISES, IN	352363	BLACK IRON PRESS	0.00	3,210.94
1011	426159	07/31/24	00003881	FERGUSON ENTERPRISES, IN	352363	WATER METER	0.00	1,161.12
1011	426159	07/31/24	00003881	FERGUSON ENTERPRISES, IN	170670	HARDWARE	0.00	222.12
TOTAL CHECK							0.00	4,594.18
1011	426160	07/31/24	00004661	FERGUSON, PRAET & SHERMA	107420	DAVID SULLIVAN/JULY24	0.00	8,059.90
1011	426161	07/31/24	10006064	FEWER FIRES, LLC	170670	EXTINGUISHER SERVICE	0.00	191.75
1011	426162	07/31/24	10013785	FIVE-O TRAINING, LLC	650208	OFFEND TRK 08/19/24	0.00	500.00
1011	426163	07/31/24	10007059	FIVESTAR RUBBER STAMP ET	106117	INK STAMP	0.00	233.75
1011	426163	07/31/24	10007059	FIVESTAR RUBBER STAMP ET	126120	INK STAMP	0.00	34.41
TOTAL CHECK							0.00	268.16
1011	426164	07/31/24	10013799	GUADALUPE FLORES	11	REF.RT DEPOSIT#R9520	0.00	500.00
1011	426165	07/31/24	10003190	FOOD 4 LESS	275130	OC DIRECTOR EVENT	0.00	54.96
1011	426165	07/31/24	10003190	FOOD 4 LESS	275130	SNACKS SUMMER CAMP	0.00	88.92
1011	426165	07/31/24	10003190	FOOD 4 LESS	275130	PNUT CARNIVAL	0.00	119.14
1011	426165	07/31/24	10003190	FOOD 4 LESS	275305	SUMMER CAMP	0.00	71.59
1011	426165	07/31/24	10003190	FOOD 4 LESS	275315	SENIOR DANCE	0.00	88.08
1011	426165	07/31/24	10003190	FOOD 4 LESS	275130	PNUT CAMP	0.00	199.61
TOTAL CHECK							0.00	622.30
1011	426166	07/31/24	10013770	KATHERINE FORESTER	275210	CONCERT AUG.7,2024	0.00	2,500.00
1011	426167	07/31/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	344.67

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	KNOTT WELL CHLORINE	0.00	148.16
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	FREEWAY WELL CHLORINE	0.00	246.21
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	CABALLERO CHLORINE	0.00	582.39
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	BOISSERANC CHLORINE	0.00	1,128.68
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	HOLDER WELL CHLORINE	0.00	534.44
1011	426168	07/31/24	00000046	FULLER ENGINEERING INC	352363	LINDEN WELL CHLORINE	0.00	1,136.76
TOTAL	CHECK						0.00	3,776.64
1011	426169	07/31/24	00000768	CITY OF FULLERTON	560230	SHARE 4-SIG MT/APR-24	0.00	21,889.71
1011	426170	07/31/24	00004593	FUN ON THE FARM, INC.	275120	PRESCHOOLERS/JULY24	0.00	133.00
1011	426171	07/31/24	00006581	FURLONG & FURLONG ASSOC	650302	PARKING CITATION 2-PAR	124.47	1,730.47
1011	426171	07/31/24	00006581	FURLONG & FURLONG ASSOC	650302	FREIGHT	0.00	58.00
TOTAL	CHECK						124.47	1,788.47
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275135	PNUT PICNIC	0.00	4.84
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275125	AQUATICS	0.00	16.47
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275405	TAPE	0.00	34.25
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	352363	CONCRETE	0.00	29.06
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275125	TAPE	0.00	121.06
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	560640	JOINT	0.00	4.03
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	352363	STOCK	0.00	203.40
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	560640	BRUSH	0.00	15.93
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275140	COM GARDEN	0.00	8.07
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275160	TAPE PICKLEBALL	0.00	40.66
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275125	TAPE	0.00	96.85
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	370.21
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	275160	TAPE	0.00	55.98
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	52.72
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	293.76
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	113.78
1011	426172	07/31/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	276.83
TOTAL	CHECK						0.00	1,737.90
1011	426173	07/31/24	10013800	ELMERIEL GENUINO	11	REF RT.DEPOSIT#R10929	0.00	500.00
1011	426174	07/31/24	10001832	GHD INC	11	5742 BEACH BLVD.	0.00	1,582.51
1011	426174	07/31/24	10001832	GHD INC	11	7301 ARTESIA BLVD.	0.00	35.88
1011	426174	07/31/24	10001832	GHD INC	11	6644 GRAMERCY STREET	0.00	95.26
1011	426174	07/31/24	10001832	GHD INC	11	6245 AUTO CTR DRIVE	0.00	371.13
1011	426174	07/31/24	10001832	GHD INC	11	8030 DALE STREET	0.00	395.26
1011	426174	07/31/24	10001832	GHD INC	11	7242 VALLEY VIEW ST.	0.00	517.76
1011	426174	07/31/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	1,047.00
1011	426174	07/31/24	10001832	GHD INC	11	7911 ORANGETHORPE	0.00	412.01
1011	426174	07/31/24	10001832	GHD INC	11	8150 LA PALMA M.19225	0.00	35.88
1011	426174	07/31/24	10001832	GHD INC	11	6011 BOTRYOIDES FINAL	0.00	181.38
1011	426174	07/31/24	10001832	GHD INC	11	8150 LA PALMA M.19225	0.00	622.38
1011	426174	07/31/24	10001832	GHD INC	11	7962 PINCHOT CT	0.00	1,199.13
1011	426174	07/31/24	10001832	GHD INC	11	6011 BOTRYOIDES FINAL	0.00	178.13
1011	426174	07/31/24	10001832	GHD INC	11	6601 BEACH BLVD GP	0.00	2,130.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	8,803.71
1011	426175	07/31/24	10011533	GLOBAL MUSIC RIGHTS, LLC	275105	MUSIC RIGHTS FY 24-25	0.00	850.00
1011	426176	07/31/24	10013795	GORDON SQUARE, LP	107420	GEN CLAIM STLMT#24-27	0.00	6,420.00
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	170670	LETTERING GOLF CART	0.00	518.17
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,121.34
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,044.10
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	366.24
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,232.05
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,304.52
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	DECAL HORSE TRAILER	0.00	242.44
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	1,358.39
1011	426177	07/31/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	249.09
TOTAL CHECK							0.00	7,436.34
1011	426178	07/31/24	10013527	VICTOR TING	106118	DOUBLETREE VIDEO	0.00	1,500.00
1011	426179	07/31/24	10013615	DWAIN GRIFFITH	11	REF RT DEPOSIT#R9421	0.00	500.00
1011	426180	07/31/24	00005680	CINDY GRISWOLD	275405	CPR,1ST AID/JULY-24	0.00	33.25
1011	426181	07/31/24	10000124	HARDY & HARPER INC	590186	CABAALLERO BL/JUNE-24	0.00	636,201.24
1011	426181	07/31/24	10000124	HARDY & HARPER INC	25	CABALLERO RET/FINAL	0.00	-31,810.06
TOTAL CHECK							0.00	604,391.18
1011	426182	07/31/24	10000124	HARDY & HARPER INC	25	CABALLERO RET/JUNE24	0.00	31,810.06
1011	426183	07/31/24	00000873	HDL COREN & CONE	997100	CONTRACT JULY-SEP-24	0.00	625.00
1011	426183	07/31/24	00000873	HDL COREN & CONE	126120	CONTRACT JULY-SEP-24	0.00	3,335.00
TOTAL CHECK							0.00	3,960.00
1011	426184	07/31/24	00000057	HOME DEPOT / GECF	352363	WATER SURVEY	0.00	12.36
1011	426184	07/31/24	00000057	HOME DEPOT / GECF	560640	TOOLS	0.00	24.74
1011	426184	07/31/24	00000057	HOME DEPOT / GECF	275160	VOLT SERVICE	0.00	16.96
1011	426184	07/31/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	192.66
1011	426184	07/31/24	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	47.35
TOTAL CHECK							0.00	294.07
1011	426185	07/31/24	00008482	HOUSING PROGRAMS	126128	HIP202412 CANSECO	0.00	1,000.00
1011	426185	07/31/24	00008482	HOUSING PROGRAMS	732031	HIP202419 HANNA	0.00	1,200.00
TOTAL CHECK							0.00	2,200.00
1011	426186	07/31/24	10009091	HUE C LUU	731150	ENG.SERVICE JUNE #26	0.00	5,985.00
1011	426186	07/31/24	10009091	HUE C LUU	731150	ENG SVC/JULY-24	0.00	7,590.00
TOTAL CHECK							0.00	13,575.00
1011	426187	07/31/24	10012703	IFIXSMARTPHONE	631140	I-PAD BATTERY REPLACE	0.00	90.00
1011	426188	07/31/24	10008985	INDEPENDENT	731120	PUBLICATIONS JULY-24	0.00	655.00

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1011	426189	07/31/24	10008985	INDEPENDENT	731120	LEGAL NOTICE JULY-24	0.00	645.00
1011	426190	07/31/24	10000774	INLAND VALLEY SLADDEN IN	290163	PEAK/BOISSERANC/JUN24	0.00	4,180.00
1011	426190	07/31/24	10000774	INLAND VALLEY SLADDEN IN	590004	GEOTECHNICAL CORING PE	0.00	9,500.00
1011	426190	07/31/24	10000774	INLAND VALLEY SLADDEN IN	590186	CABALLEO PAVE/JUNE-24	0.00	1,680.00
TOTAL	CHECK						0.00	15,360.00
1011	426191	07/31/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	213.74
1011	426191	07/31/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	309.41
1011	426191	07/31/24	00009561	TRADITIONAL AUTO SUPPLY	171710	TAILGATE HANDLE	0.00	27.39
1011	426191	07/31/24	00009561	TRADITIONAL AUTO SUPPLY	171710	STOCK ORDER	0.00	563.31
TOTAL	CHECK						0.00	1,113.85
1011	426192	07/31/24	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	654.30
1011	426193	07/31/24	10002904	JOHN L. HUNTER & ASSOCIA	352567	NPDES/WQMP/APRIL-24	0.00	5,695.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/JUNE-24	0.00	7,866.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	CODE ENFORCE/JUNE-24	0.00	1,980.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	7182 EL VERANO/JUNE-2	0.00	1,216.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/JUN24	0.00	144.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6829 MT.WATERMN/JUN24	0.00	151.50
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/JUNE-24	0.00	216.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/JUNE24	0.00	270.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/JUNE-24	0.00	54.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6002 DARLINGTON/JUN24	0.00	72.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	8442 4TH ST/JUNE-24	0.00	108.00
1011	426194	07/31/24	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/JUNE24	0.00	126.00
TOTAL	CHECK						0.00	12,203.50
1011	426195	07/31/24	10013780	K BEACH HOLDINGS	11	REF PER,MIT/#P23-032	0.00	4,500.00
1011	426196	07/31/24	10010506	KOREAN COMMUNITY SERVICE	190135	MED SVCS.JUNE-24	0.00	168,261.27
1011	426197	07/31/24	00000054	TED JONES FORD INC.	171710	THROTTLE BODY	0.00	188.08
1011	426197	07/31/24	00000054	TED JONES FORD INC.	171710	ACTUATOR MOTOR	0.00	30.12
TOTAL	CHECK						0.00	218.20
1011	426198	07/31/24	10013796	AUTUMN OLIVIA -NORI KHYM	107420	GEN CLAIM STLMT#24-24	0.00	1,390.00
1011	426199	07/31/24	00000069	LESLIE'S POOL SUPPLIES I	860820	POOL HARDWARE	0.00	32.68
1011	426199	07/31/24	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	211.04
TOTAL	CHECK						0.00	243.72
1011	426200	07/31/24	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	487.59
1011	426200	07/31/24	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	177.97
TOTAL	CHECK						0.00	665.56
1011	426201	07/31/24	10009795	RCA INVESTMENTS INC	171710	BRAKE PADS	0.00	432.31
1011	426202	07/31/24	10013783	LOS ANGELES POLICE PROTE	650208	BLU LI LDR 8/27-29/24	0.00	525.00

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1011	426203	07/31/24	10013199	JOSEPH LOVETERE	650208	REIM TUIT.09/23-27/24	0.00	550.00
1011	426204	07/31/24	10008281	AUSTIN LOWE	650208	REIM TUIT 9/23-27/24	0.00	550.00
1011	426205	07/31/24	00002066	M.J. ELLS GENERAL CONTRA	170670	FINAL/ROOF/JULY-24	0.00	18,725.25
1011	426206	07/31/24	10012925	KARLA LOPEZ VAN METER	275120	CHEMWORKS SUMMER24	0.00	486.78
1011	426206	07/31/24	10012925	KARLA LOPEZ VAN METER	275405	DEFENDERS SUMMER-24	0.00	842.56
TOTAL CHECK							0.00	1,329.34
1011	426207	07/31/24	10010678	MARLOW INNOVATIONS INC.	650605	AFR MO SUBS/JULY-24	0.00	425.00
1011	426208	07/31/24	10012134	CASEY MCDANIEL	275150	SCORKEEP 6/22-7/5/24	0.00	48.00
1011	426209	07/31/24	00008395	MCKINLEY EQUIPMENT CORPO	170670	ELEVATOR MAINT	0.00	275.00
1011	426209	07/31/24	00008395	MCKINLEY EQUIPMENT CORPO	170670	ELEVATOR TESTING	0.00	299.00
1011	426209	07/31/24	00008395	MCKINLEY EQUIPMENT CORPO	170670	ELEVATOR REPAIR	0.00	2,870.54
TOTAL CHECK							0.00	3,444.54
1011	426210	07/31/24	10013769	MUNICIPAL EQUIPMENT MAIN	171710	.MBR. DUES 2024	0.00	275.00
1011	426211	07/31/24	10005279	MERCHANTS LANDSCAPE SERV	860810	LANDSCAPING SERVICES	0.00	3,200.00
1011	426211	07/31/24	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LNDSCPE/JUNE-24	0.00	68,358.00
1011	426211	07/31/24	10005279	MERCHANTS LANDSCAPE SERV	660241	METROLNK/JUNE-24	0.00	4,442.00
TOTAL CHECK							0.00	76,000.00
1011	426212	07/31/24	00003714	METRO FLUID CONNECTORS I	171710	HOSE	0.00	129.14
1011	426212	07/31/24	00003714	METRO FLUID CONNECTORS I	352363	WHIT/OILER	0.00	110.37
TOTAL CHECK							0.00	239.51
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM LARGE	274.18	3,811.68
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM X-LAR	219.33	3,049.33
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM MEDIU	109.66	1,524.66
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM SMALL	109.66	1,524.66
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	MEDIUM NITILE EXAM GLO	45.73	635.73
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	LARGE NITRILE EXAM GLO	91.45	1,271.45
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	X-LARGE NITRILE EXAM G	91.45	1,271.45
1011	426213	07/31/24	00000086	MICROFLEX CORP/ANSELL HE	11	XX-LARGE NITRILE EXAM	45.73	635.73
TOTAL CHECK							987.19	13,724.69
1011	426214	07/31/24	10000030	HILDA S. MILES	275120	LEHUA-NAUPAKA DANCE	0.00	731.50
1011	426215	07/31/24	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA SOIND/SUMMER-24	0.00	1,035.40
1011	426216	07/31/24	10013792	MUD HEN CLAY AND ART STU	275105	WHITAKER GRAND OPEN	0.00	2,000.00
1011	426217	07/31/24	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/JUNE24	0.00	49,380.40
1011	426218	07/31/24	00007441	NOWDOCS INTERNATIONAL IN	126120	#288 - RED TOP CHECK S	13.95	193.95
1011	426218	07/31/24	00007441	NOWDOCS INTERNATIONAL IN	126120	SHIPPING	3.10	43.10
TOTAL CHECK							17.05	237.05

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1011	426219	07/31/24	10012790	OC RECON, INC.	171710	RADIO BOX	0.00	200.00
1011	426219	07/31/24	10012790	OC RECON, INC.	171710	BED REPAIR	0.00	400.00
1011	426219	07/31/24	10012790	OC RECON, INC.	171710	DENT REMOVAL	0.00	200.00
1011	426219	07/31/24	10012790	OC RECON, INC.	171710	PAINT	0.00	250.00
TOTAL CHECK							0.00	1,050.00
1011	426220	07/31/24	10005881	OCCUPATIONAL HEALTH CENT	107410	1 AID/PEDRO VEGA MATA	0.00	101.00
1011	426221	07/31/24	00000099	OFFICE DEPOT, INC.	11	PAPER XEROX WHITE 20#	137.92	1,917.52
1011	426222	07/31/24	10012194	KEVIN OHLER	106132	CRIME WATCH JUNE-24	0.00	900.00
1011	426223	07/31/24	10007787	HBV ENTERPRISES, INC.	171710	BATTERY	0.00	254.61
1011	426224	07/31/24	10009269	ONEOC	732083	REIMB Q4 SMART MONEY	0.00	625.79
1011	426225	07/31/24	10013771	ITZEL ANAHI OCAMPO	275105	BALLOONS AUG.7.2024	0.00	550.00
1011	426226	07/31/24	10009027	ORANGE COUNTY COUNCIL OF	101101	ANN DUES FY 24-25	0.00	11,235.54
1011	426227	07/31/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	BP RET MED PROG/AUG23	0.00	2,480.00
1011	426228	07/31/24	00000913	ORANGE COUNTY FIRE AUTHO	640310	BP RET PROG/SEP-23	0.00	2,480.00
1011	426229	07/31/24	10007974	ORANGE COUNTY TRANSIT AU	732044	BUS PASSES HOMELESS	0.00	2,182.50
1011	426230	07/31/24	10012668	PACIFIC ADVANCED CIVIL E	290163	PEAK/BOISSERANC/JUN24	0.00	1,106.25
1011	426230	07/31/24	10012668	PACIFIC ADVANCED CIVIL E	290163	PEAK/BOISSERANC/JUN24	0.00	1,752.50
TOTAL CHECK							0.00	2,858.75
1011	426231	07/31/24	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	220.25
1011	426232	07/31/24	10012776	REYNALDO PASCUAL	11	REF RT DEPOSIT#R9975	0.00	500.00
1011	426233	07/31/24	10013781	SONAL PATEL	275405	REF/DEPOSIT#R10311	0.00	-1,500.00
1011	426233	07/31/24	10013781	SONAL PATEL	11	REF/DEPOSIT#R10311	0.00	2,000.00
TOTAL CHECK							0.00	500.00
1011	426234	07/31/24	10013571	PEREZ LOPEZ, PETRONA	52	UB REFUND	0.00	25.52
1011	426235	07/31/24	00004215	PEST OPTIONS INC	560640	PEST CONTROL	0.00	2,456.36
1011	426237	07/31/24	00000321	PETTY CASH	631140	COHEN-DORON MLG/DEC23	0.00	5.90
1011	426237	07/31/24	00000321	PETTY CASH	121110	VALDEZ/MEAL/OCT-23	0.00	9.39
1011	426237	07/31/24	00000321	PETTY CASH	121110	VALDEZ/MEAL/OCT-23	0.00	9.58
1011	426237	07/31/24	00000321	PETTY CASH	631140	CAMACHO/PK/FEB-24	0.00	10.00
1011	426237	07/31/24	00000321	PETTY CASH	631140	CASTANEDA/PK/DEC-23	0.00	10.00
1011	426237	07/31/24	00000321	PETTY CASH	121110	VALDEZ/MEAL/MAR-24	0.00	11.50
1011	426237	07/31/24	00000321	PETTY CASH	101101	CASTANEDA/PK/DEC-23	0.00	12.25
1011	426237	07/31/24	00000321	PETTY CASH	631140	COHEN-DORON MLG/FEB24	0.00	12.73
1011	426237	07/31/24	00000321	PETTY CASH	121110	FENTON/MEAL/JUNE-24	0.00	16.08
1011	426237	07/31/24	00000321	PETTY CASH	631140	COHEN-DORON MLG/JUN24	0.00	16.75

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1011	426237	07/31/24	00000321	PETTY CASH	121110	VALDEZ/MEAL/FEB-24	0.00	18.50
1011	426237	07/31/24	00000321	PETTY CASH	101101	JIMENEZ/PK/JUNE-24	0.00	20.00
1011	426237	07/31/24	00000321	PETTY CASH	115110	JIMENEZ/SUPL/MAY-24	0.00	24.73
1011	426237	07/31/24	00000321	PETTY CASH	731120	LUNA/CF/APR-24	0.00	25.00
1011	426237	07/31/24	00000321	PETTY CASH	105105	FEWER/MLG/APR-24	0.00	26.80
1011	426237	07/31/24	00000321	PETTY CASH	105105	FENTON/PK/FEB-24	0.00	44.00
1011	426237	07/31/24	00000321	PETTY CASH	101101	JIMENEZ/MEAL/APR-24	0.00	45.85
1011	426237	07/31/24	00000321	PETTY CASH	631140	CATANEDA/CLS/DEC23	0.00	46.00
1011	426237	07/31/24	00000321	PETTY CASH	632110	YOON/MEAL/JULY-24	0.00	31.35
1011	426237	07/31/24	00000321	PETTY CASH	126120	HERNANDEZ/SUPL/MAR24	0.00	1.37
1011	426237	07/31/24	00000321	PETTY CASH	560212	CAPISTRANO/MEAL/MAY24	0.00	4.46
1011	426237	07/31/24	00000321	PETTY CASH	105105	FEWER/MLG/MAY-24	0.00	48.24
TOTAL CHECK							0.00	450.48
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275145	MLG/I.ONTIVEROS/JUN24	0.00	28.81
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275130	SUMMER CAMP/A.MAGANA	0.00	39.55
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275135	P-NUT CAMP/J.RUSSELL	0.00	12.44
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275135	P-NUT AWARDS/J.RUSSEL	0.00	12.44
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275315	SR DNC SUPL/T.DAVIS	0.00	16.26
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275135	P-NUT CAMP/A.ALVARADO	0.00	22.90
1011	426238	07/31/24	00005145	PETTY CASH/COMMUNITY	SER 275135	P-NUT CAMP/M.CISNEROS	0.00	29.03
TOTAL CHECK							0.00	161.43
1011	426239	07/31/24	10008926	PHANTOM FIREWORKS	11	FIREWKS 8150 LA PALMA	0.00	200.00
1011	426240	07/31/24	10009857	ACT EQUIPMENT SALES, INC	171710	FUEL NOZZLE	0.00	801.85
1011	426241	07/31/24	10012855	PROACTIVE WORK HEALTH SE	121110	HEP B/PHYSICAL/JUNE24	0.00	2,075.00
1011	426242	07/31/24	00004049	PSOMAS CORP.	396859	PEAK PARK WELL/JUNE24	0.00	92,070.03
1011	426243	07/31/24	10009974	QUADIENIT FINANCE USA, IN	121135	POSTAGE	0.00	1,000.00
1011	426244	07/31/24	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	64.65
1011	426244	07/31/24	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	141.42
1011	426244	07/31/24	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	206.91
1011	426244	07/31/24	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	343.70
TOTAL CHECK							0.00	756.68
1011	426245	07/31/24	10009437	REMARKABLE MOVIE NIGHTS	275140	MOVIES AUG.23,2024	0.00	694.00
1011	426246	07/31/24	10009437	REMARKABLE MOVIE NIGHTS	275140	MOVIES AUG.4, 2024	0.00	694.00
1011	426247	07/31/24	10008403	P & D INDUSTRIES LLC	171710	RHINO LINER	0.00	202.31
1011	426248	07/31/24	10013802	JEWELS RHODE	995100	MEDIA COVERAGE/JUNE24	0.00	6,071.98
1011	426249	07/31/24	10004533	SUZANNE ROADY-ROSS	275120	TAI CHI CHIH/SUMMER24	0.00	79.80
1011	426250	07/31/24	00007580	RON'S MAINTENANCE INC	352567	CLEAN BASIN/MAY-24	0.00	27,000.00
1011	426251	07/31/24	10005599	OANH ROSENTHAL	275120	TAICHI CHUAN/SUMMER24	0.00	188.86

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1011	426252	07/31/24	10009751	NISHA SANATHARA	11	REF DEPOSIT #R10850	0.00	500.00
1011	426253	07/31/24	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED GAS - YARD	0.00	23,043.06
1011	426253	07/31/24	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED GAS PD	0.00	22,538.32
TOTAL CHECK							0.00	45,581.38
1011	426254	07/31/24	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	36.25
1011	426254	07/31/24	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE	0.00	118.27
1011	426254	07/31/24	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	109.83
TOTAL CHECK							0.00	264.35
1011	426255	07/31/24	10013782	AMY SHINMACHI	631140	REF#622123846 OV PAID	0.00	101.00
1011	426256	07/31/24	10011504	SHOETERIA, INC.	452410	SAFETY SHOES	0.00	145.45
1011	426257	07/31/24	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	691.08
1011	426258	07/31/24	10013801	DIANA SILVA	11	REF RT DEPOSIT#R10471	0.00	500.00
1011	426259	07/31/24	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	542.12
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/JUNE-24	0.00	142.96
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/JUNE-24	0.00	234.98
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE PMP/JUNE-24	0.00	446.45
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	7322 VAL.VW/JUNE-24	0.00	6,405.76
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6548 LA PALMA/JUNE-24	0.00	9,053.76
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA/JUNE-24	0.00	32,972.63
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRIADA/JUN24	0.00	134.29
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/JUNE-24	0.00	135.25
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	8681 BEACH/JULY-24	0.00	34.66
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	7002 BEACH/JULY-24	0.00	12.33
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/JUNE-24	0.00	15.28
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/JUNE-24	0.00	52.39
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/JUNE-24	0.00	59.71
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/JUNE-24	0.00	68.05
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/JUNE-24	0.00	71.48
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/JUNE-24	0.00	119.31
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6973 BEACH/JULY-24	0.00	27.71
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	7250 HOLDER/JULY-24	0.00	33.23
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/JULY-24	0.00	41.80
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/JULY-24	0.00	59.43
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORP/JULY-24	0.00	63.51
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/JULY-24	0.00	68.23
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/JULY-24	0.00	101.58
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/JULY-24	0.00	103.95
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/JULY-24	0.00	105.50
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	8970 KNOTT/JULY-24	0.00	125.57
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/JULY-24	0.00	483.07
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/JULY-24	0.00	8,331.89
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/JULY-24	0.00	16,332.80
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/JUNE-24	0.00	92.16

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1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6210 INDIANA/JUNE-24	0.00	109.71
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7365 ARTESIA/JUNE-24	0.00	110.14
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7672 BEACH/JULY-24	0.00	4.38
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	7733 BEACH/JULY-24	0.00	23.18
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7711 LA PALMA/JULY-24	0.00	34.07
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	8491 DALE/JULY-24	0.00	98.37
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7860 BEACH/JULY-24	0.00	173.06
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	8242 LINDEN/JULY-24	0.00	36,818.90
1011	426261	07/31/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	8001 VALLEY VW/JULY24	0.00	39,634.50
TOTAL	CHECK						0.00	152,936.03
1011	426262	07/31/24	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	1,410.38
1011	426262	07/31/24	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	525.12
TOTAL	CHECK						0.00	1,935.50
1011	426263	07/31/24	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	554.82
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	23.65
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	44.83
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	47.47
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	24.60
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	24.60
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	32.45
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	674.68
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	21.19
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	48.47
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	343.64
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	159.25
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	45.29
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	60.65
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	170670	OFFICE SUPPLIES	0.00	207.27
1011	426264	07/31/24	00001085	STAPLES CONTRACT & COMME	171710	OFFICE SUPPLIES	0.00	207.27
TOTAL	CHECK						0.00	1,965.31
1011	426265	07/31/24	10003630	STATE CONTROLLER'S OFFIC	126120	ST,REV,CONFIR.FY23-24	0.00	150.00
1011	426266	07/31/24	00005437	SUNBELT RENTALS INC	171710	LOAD BANK TESTING	0.00	1,599.19
1011	426267	07/31/24	10009023	TIRE HUB, LLC	171710	TIRES	0.00	253.48
1011	426267	07/31/24	10009023	TIRE HUB, LLC	171710	TIRES	0.00	734.45
TOTAL	CHECK						0.00	987.93
1011	426268	07/31/24	10012799	TITUS WASTEWATER Solutio	590004	TL-COM260249A01	2,117.69	29,442.69
1011	426268	07/31/24	10012799	TITUS WASTEWATER Solutio	590004	SHIPPING	0.00	625.00
TOTAL	CHECK						2,117.69	30,067.69
1011	426269	07/31/24	10007171	T-MOBILE USA, INC.	650601	CSE#24-22239/JUNE-24	0.00	150.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8600 BEACH	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8820 VALLEY VIEW	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	6931 LA PALMA	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8361 LA PALMA	0.00	200.00

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1011	426270	07/31/24	10013774	TNT FIREWORKS	11	5600 CRESCENT	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	5260 BEACH	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	7930 VALLEY VIEW	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	4600 BEACH	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	6060 ORANGETHORPE	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	7540 ORANGETHORPE	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8540 COMMONWEALTH	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8501 KNOTT	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	10488 VALLEY VIEW	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	7300 LA PALMA	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	7930 BEACH	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	7511 ORANGETHORPE	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	6991 LINCOLN	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	6020 BALL	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8998 KNOTT	0.00	200.00
1011	426270	07/31/24	10013774	TNT FIREWORKS	11	8430 ON THE MALL	0.00	200.00
TOTAL CHECK							0.00	4,000.00
1011	426271	07/31/24	10013794	TOM MOORE-SVP OF THE OLS	11	REF DEPOSIT #P23-018	0.00	54,000.00
1011	426272	07/31/24	10013794	TOM MOORE-SVP OF THE OLS	11	REF/DEPOSIT#E23-0249	0.00	10,000.00
1011	426273	07/31/24	00010230	TRENCH SHORING CO, INC.	352363	SHORING REPAIR	0.00	56.89
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM/TEST/MAY24	0.00	1,929.75
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	465.50
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	716.25
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	848.75
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	1,727.00
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	251.25
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	599.25
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM TEST/MAY24	0.00	20.75
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM TESTING	0.00	1,000.00
1011	426274	07/31/24	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM TESTING	0.00	1,000.00
TOTAL CHECK							0.00	8,558.50
1011	426275	07/31/24	00003873	UNITED STATES POSTAL SER	352267	12 MOS PO BOX 5900	0.00	1,780.00
1011	426276	07/31/24	10003993	URBAN RESTORATION GROUP	11	GRAFFITI REMOVER FOR B	513.83	7,143.83
1011	426276	07/31/24	10003993	URBAN RESTORATION GROUP	11	FREIGHT	0.00	220.50
TOTAL CHECK							513.83	7,364.33
1011	426277	07/31/24	00002348	USC FOUNDAT FOR CROSS CO	352363	WATER PURVEYOR MEMBERS	0.00	1,000.00
1011	426277	07/31/24	00002348	USC FOUNDAT FOR CROSS CO	352363	TESTER COURSE, JAN. 8-	0.00	2,500.00
1011	426277	07/31/24	00002348	USC FOUNDAT FOR CROSS CO	352363	SPECIAL TRAINING COURS	0.00	2,500.00
TOTAL CHECK							0.00	6,000.00
1011	426278	07/31/24	00001911	JEFF VAN SICKLE	275135	YT OFFIC 7/6-20/24	0.00	140.00
1011	426279	07/31/24	10002032	VERIZON WIRELESS	650303	54237315000001 JULY24	0.00	3,706.40
1011	426280	07/31/24	10002032	VERIZON WIRELESS	650303	94237317700001	0.00	40.01

SUNGARD PUBLIC SECTOR
DATE: 07/31/2024
TIME: 12:05:08

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240719 00:00:00.000' and '20240731 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	426281	07/31/24	10002032	VERIZON WIRELESS	275105	56130691500007 JULY24	0.00	336.58
1011	426282	07/31/24	10008881	VOHNE LICHE KENNELS, INC	650405	MO TRAINING/JUNE-24	0.00	400.00
1011	426283	07/31/24	10009561	WATER SOURCE SOLUTIONS I	170670	6955 ARAGON/JULY-24	0.00	148.70
1011	426283	07/31/24	10009561	WATER SOURCE SOLUTIONS I	106131	6494 CABALLERO/JULY24	0.00	148.70
TOTAL CHECK							0.00	297.40
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	BLEACH	49.24	684.70
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	HANDLE MOP WET #26	11.34	157.64
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	DOGGIE WALK BAGS	324.52	4,511.92
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	LINER SANITARY NAPKIN	15.91	221.21
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE TOILET ROLL (80	204.20	2,839.00
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	RV TOILET TISSUE 80 PE	143.05	1,988.80
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	COVER TOILET SEAT 1/2	128.06	1,780.46
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	DEODORANT AIR FRESHENE	19.39	269.53
1011	426284	07/31/24	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE FACIAL 2PLY WHI	14.13	196.45
TOTAL CHECK							909.84	12,649.71
1011	426285	07/31/24	10000546	WILLDAN FINANCIAL SERVIC	396829	DEVEL/IMPACT/JUNE-24	0.00	585.00
1011	426286	07/31/24	10004131	WM CURBSIDE, LLC	460220	HAZ COLLECTION/JUNE24	0.00	1,043.69
1011	426287	07/31/24	10002036	WRIGHTS LABOR SERVICES	126128	HIP202301 MCDONALD	0.00	11,546.00
1011	426288	07/31/24	10009222	XEROX CORPORATION	275305	SENIOR CTR COPIER	0.00	182.10
1011	426289	07/31/24	10009222	XEROX CORPORATION	275305	COPIER LEASE/JULY-24	0.00	5.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	631140	COPIER LEASE/JULY-24	0.00	53.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	731120	COPIER LEASE/JULY-24	0.00	53.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	731150	COPIER LEASE/JULY-24	0.00	53.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	998100	COPIER LEASE/JULY-24	0.00	54.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	732071	COPIER LEASE/JULY-24	0.00	56.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	997100	COPIER LEASE/JULY-24	0.00	134.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	352267	COPIER LEASE/JULY-24	0.00	136.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	115110	COPIER LEASE/JULY-24	0.00	200.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	121110	COPIER LEASE/JULY-24	0.00	210.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	275105	COPIER LEASE/JULY-24	0.00	220.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	126120	COPIER LEASE/JULY-24	0.00	240.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	160105	COPIER LEASE/JULY-24	0.00	337.00
1011	426289	07/31/24	10009222	XEROX CORPORATION	121135	COPIER LEASE/JULY-24	0.00	851.52
1011	426289	07/31/24	10009222	XEROX CORPORATION	650302	COPIER LEASE/JULY-24	0.00	890.52
TOTAL CHECK							0.00	3,493.04
1011	426290	07/31/24	10006857	YARDLEY ORGILL CO., INC.	352363	HYD VALLEY VIEW	0.00	2,607.55
1011	V426291	07/31/24	10013793	BUENA PARK HOTEL MARKETI	995100	BPHMA TRANSFER	0.00	50,000.00
TOTAL CASH ACCOUNT							9,367.01	2,332,406.05
TOTAL FUND							9,367.01	2,332,406.05

SUNGARD PUBLIC SECTOR
DATE: 07/31/2024
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CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20240719 00:00:00.000' and '20240731 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 11 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT	
TOTAL REPORT							9,367.01	2,332,406.05	

Voided Check Numbers	Date Printed
426085	7/31/2024
426086	
426236	
426260	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,123,092.87 COVERING REGULAR PAYROLL ENDING JULY
19, 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 \$1,123,092.87 set forth on
this 9-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 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: 07/25/2024
TIME: 17:02:37

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

PAYRUN: MPT
DATE: 07/16/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
376572	.00	2,128.80		SALEH, LAILA	531
PAYRUN TOTAL CHECK: 1	.00	2,128.80			

SUNGARD PUBLIC SECTOR
DATE: 07/25/2024
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

PAYRUN: MP2
DATE: 07/26/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
V376573	712.29	.00		CABRERA, AMBER	248
V376574	7,298.77	.00		COPPING, SARA	951
V376575	990.83	.00		DIAZ, MICHELLE	419
V376576	2,577.06	.00		DIEZ, KARINA	169
V376577	2,297.12	.00		ENGLEBRECHT, BRIDGET	261
V376578	2,778.55	.00		FEWER, JESSICA	580
V376579	7,222.55	.00		FRANCE, AARON	1650
V376580	236.99	.00		MCKINNEY, KENNETH	552
V376581	2,910.59	.00		MEDINA, YARETZA	8
V376582	636.89	.00		MUNOZ, MICHELLE	440
V376583	260.70	.00		TEHRANI, AIDIN	551
V376584	770.43	.00		AHN, JOYCE	263
V376585	653.64	.00		BROWN, ARTHUR	655
V376586	517.81	.00		SONNE, SUSAN	5161
V376587	505.02	.00		TRAUT, CONNOR	5399
V376588	1,191.36	.00		AVITIA, LISA	114
V376589	2,926.98	.00		BADILLO, ANNA PATRICIA	168
V376590	1,858.19	.00		GUERRA, SARAH	1470
V376591	5,522.07	.00		JIMENEZ, ADRIA	2297
V376592	993.70	.00		KIRK, RALPH	384
V376593	1,998.23	.00		LOPEZ, ANGELICA	2928
V376594	2,989.93	.00		CASTRO, GWENDOLYNE	503
V376595	6,258.59	.00		FENTON, EDWARD	1564
V376596	2,221.54	.00		GONZALEZ, JACQUELINE	157
V376597	1,834.88	.00		KERN, DONNA	2574
V376598	2,600.01	.00		PREVO, DOREKA	390
V376599	3,602.83	.00		VALDEZ, REBECCA	5490
V376600	1,820.28	.00		BUENROSTRO, PATRICIA	227
V376601	4,055.57	.00		GARCIA, ADRIAN	1700
V376602	1,184.12	.00		GLAVIN, BARBARA	1768
V376603	2,119.16	.00		HERNANDEZ, GLORIA	2092
V376604	6,838.71	.00		HYUN, SUNG	2248
V376605	2,112.03	.00		KIM, MIN	2584
V376606	2,299.51	.00		LOVEJOY, REBEKAH	76
V376607	2,492.65	.00		MENDOZA, MARIA	3293
V376608	1,063.64	.00		OZAKI, GRACE	3881
V376609	1,998.98	.00		PAK, TIMOTHY	3955
V376610	2,782.70	.00		PEREZ, JESSICA	4111
V376611	2,639.50	.00		TOMASSETTI, JEEVANI	5623
V376612	2,116.99	.00		TRAN, KRYSTLE	242
V376613	4,238.42	.00		AVERELL, MARK	272
V376614	2,447.17	.00		COLES-GUZMAN, MARY	950
V376615	2,275.88	.00		KENNEDY, SEAN	111
V376616	1,854.56	.00		BELTRAN, CINDY	467
V376617	897.69	.00		CARDENAS, MARGARET	336
V376618	3,305.87	.00		CULL, ROBERT	1012
V376619	2,851.00	.00		LESTER, ALEXANDER	2868
V376620	1,856.66	.00		MACIAS, JUDITH	2996
V376621	2,379.16	.00		MAYORQUIN, RAYMUNDO	221
V376622	2,730.54	.00		TART, ANDRE	5235

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376623	4,134.51	.00	CAMACHO, MARIO	731
V376624	2,083.23	.00	CASTANEDA, GUADALUPE	280
V376625	2,343.63	.00	CASTELLANOS, CARLOS	515
V376626	2,412.75	.00	CATALDO, JOHN	766
V376627	65.04	.00	COHEN-DORON, JILL	841
V376628	2,070.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V376629	2,512.09	.00	DE LA PAZ, TIANNA	297
V376630	1,155.97	.00	DINH, MICHELLE	433
V376631	6,264.90	.00	FOULKES, MATTHEW	9
V376632	3,729.78	.00	LUNA, HARALD	264
V376633	2,818.30	.00	MCALLEESE, IAN	159
V376634	4,425.99	.00	MESHRAM, SWATI	3321
V376635	3,185.82	.00	NAVARRO, SANDRA	93
V376636	2,409.41	.00	SANTOS, RUTH	4640
V376637	1,795.77	.00	TAE, RAY	5196
V376638	3,810.36	.00	THAI, LOTUS	536
V376639	2,243.17	.00	ZAPIEN, ERNESTINE	5777
V376640	2,339.87	.00	ARDAIZ, LANA	190
V376641	3,326.20	.00	DHAUW, MELISSA	1170
V376642	3,034.00	.00	SUAREZ, SARABETH	5169
V376643	3,097.89	.00	YOON, JIWON	91
V376644	1,635.64	.00	BARR, LISA	366
V376645	2,665.56	.00	COTA, LORRAINE	954
V376646	6,275.75	.00	GEYER, BRADLEY	1692
V376647	4,943.58	.00	HONG, ALEX	2130
V376648	6,605.74	.00	NGUYEN, NGHIA	3755
V376649	7,364.58	.00	NUNES, FRANK	3813
V376650	2,283.07	.00	CHARNES, LANCE	783
V376651	6,999.88	.00	DIERINGER, RYAN	1145
V376652	4,620.69	.00	JIMENEZ, ROBERT	352
V376653	3,796.42	.00	KIM, HYUN	328
V376654	3,827.81	.00	LAM, DAVID	2790
V376655	560.51	.00	LOVCHIK, MICHAEL	6
V376656	4,139.07	.00	MIKIEWICZ, SIMON	3360
V376657	2,108.64	.00	NOVOTNY, MARY	3705
V376658	3,060.60	.00	SEMAAN, NADIA	4740
V376659	5,450.24	.00	SHADDOW, JON-MICHAEL	4837
V376660	3,337.12	.00	ALCALA, BRITTANY	58
V376661	3,991.74	.00	BARAJAS, MAYRA	357
V376662	640.46	.00	BARRAZA, TAYLOR	501
V376663	2,285.58	.00	BINYON, ERIC	506
V376664	5,112.80	.00	BRANDSTETTER, JAMES	629
V376665	3,297.17	.00	BUTH, CATHERINE	561
V376666	3,627.10	.00	CARPENTER, SCARLET	1663
V376667	308.32	.00	DIERINGER, REGINA	1515
V376668	3,429.53	.00	ESCOBEDO, STACEY	1530
V376669	4,694.68	.00	ESQUETINI, MARIA	1536
V376670	2,476.16	.00	HERNANDEZ, ISABELLA	112
V376671	3,486.82	.00	MAERKER, ELIZABETH	3017
V376672	4,503.75	.00	MCGRATH, CODY	3220
V376673	848.77	.00	MENDOZA ESPINOZA, MYA	532
V376674	866.78	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V376675	1,281.55	.00	MEONO, ROBIN	351
V376676	2,567.00	.00	PALMA CARDENAS, DIANA	3970
V376677	920.83	.00	PARRA, ANGEL	498
V376678	718.21	.00	RAMIREZ, ARIANNA	86

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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 4
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376679	1,203.68	.00	RODRIGUEZ VILLA, YARELI	205
V376680	2,420.77	.00	SAUCEDA, CATHLEEN	4645
V376681	3,757.50	.00	SHERIFF, SAMANTHA	2096
V376682	1,106.85	.00	SILVERIO, SAMANTHA	497
V376683	3,436.10	.00	TANIGUCHI, MELISSA	5230
V376684	718.21	.00	VELLANOWETH, KRISTINE	217
V376685	268.04	.00	YBARRA, DELIA	529
V376686	2,378.64	.00	FIGORE, KATE	1560
V376687	2,309.50	.00	FLOHRA, KARAN	516
V376688	3,294.49	.00	FOX, CHARITY	1641
V376689	670.57	.00	KUHN, MICHELLE	2730
V376690	412.18	.00	KUHN, TARI	2747
V376691	2,361.93	.00	LARA, KARON	103
V376692	3,142.54	.00	MENDIVEL, CHRISTINA	3299
V376693	2,434.57	.00	NGO, CATHERINE	3752
V376694	2,557.59	.00	PENDLETON, SUN	4080
V376695	1,638.29	.00	TENG, LING-FEI	2871
V376696	2,294.61	.00	UMLAH, AMBER	5435
V376697	7,886.11	.00	BATES, PATRICK	378
V376698	4,103.15	.00	BELTRAN, CHRISTINA	13
V376699	7,055.35	.00	BERNAL, DAVID	480
V376700	5,734.27	.00	BLACKWOOD, PHALANN	550
V376701	4,884.99	.00	BOURNE, CLIFFORD	5612
V376702	5,795.99	.00	BOYD, ROBERT	584
V376703	4,176.99	.00	BOYER, CAMERON	585
V376704	5,822.85	.00	BOYINGTON, DEVIN	594
V376705	3,650.97	.00	BRAVO, ISABEL	420
V376706	4,606.93	.00	BURNETT, DEBORAH	110
V376707	3,726.74	.00	CAMPOS, LOLANI	728
V376708	4,984.43	.00	CARNEY, THOMAS	751
V376709	3,496.29	.00	CERDA, SERGIO	240
V376710	3,484.79	.00	CHAVEZ, ALEJANDRO	182
V376711	3,862.43	.00	CHAVEZ, ANTONY	246
V376712	5,707.68	.00	CHOI, JONATHON	827
V376713	4,540.81	.00	CHRISTIANSEN, ANDREW	97
V376714	3,811.33	.00	CURATOLA, ANTHONY	350
V376715	4,363.62	.00	DAVIS, JONATHAN	1083
V376716	3,579.01	.00	EK, CHRISTOPHER	1477
V376717	5,330.28	.00	ESCAMILLA, MARIO	1529
V376718	4,921.07	.00	ESCOBEDO, DOMINICK	1521
V376719	4,635.42	.00	ESTRELLA, CARL JOSEPH	415
V376720	4,828.25	.00	FRANKLIN, KEVIN	1649
V376721	6,816.73	.00	GALOS, MICHAEL	1680
V376722	4,814.58	.00	GAÑO, KEVIN	1742
V376723	2,415.80	.00	GARCIA, JONATHAN	514
V376724	4,843.35	.00	GONZALEZ, LUIS	164
V376725	5,938.50	.00	GONZALEZ, OSCAR	1785
V376726	5,294.40	.00	HERST, RYAN	2102
V376727	3,545.00	.00	HOGAN, CHRISTIAN MICHAEL	138
V376728	6,132.72	.00	JIMENEZ, GUSTAVO	2285
V376729	4,029.37	.00	JOHNSON, BRYAN	2300
V376730	6,641.66	.00	LEPE, SERGIO	2901
V376731	4,383.52	.00	LIRA, JOSEPH	133
V376732	3,824.89	.00	LOPEZ, GUILLERMO	2958
V376733	5,430.95	.00	LOVETERE, JOSEPH	2962
V376734	5,938.16	.00	MARTINEZ, JESUS	117

SUNGARD PUBLIC SECTOR
DATE: 07/25/2024
TIME: 17:02:37

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

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SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376735	5,171.25	.00	MEDRANO, JULIAN	3223
V376736	4,297.09	.00	MOELLER, SARAH	3590
V376737	4,536.31	.00	MOON, DAVID	3479
V376738	2,632.85	.00	MORQUECHO, FERNANDO	510
V376739	5,081.06	.00	MUNOZ, OSCAR	3605
V376740	4,771.32	.00	MURILLO CASTRO, JULIAN	268
V376741	4,012.87	.00	NGUYEN, ANTHONY	258
V376742	6,620.14	.00	NYHUS, CHRISTOPHER	3808
V376743	5,453.38	.00	O'DETTE, DIRK	3823
V376744	4,162.58	.00	OH, WILLIAM	326
V376745	4,313.99	.00	PADILLA, VALERIE	108
V376746	6,284.30	.00	PINO, RICHARD	4171
V376747	6,023.39	.00	PROCEL, ANDY	4243
V376748	4,730.85	.00	RAMIREZ, ANGEL	4314
V376749	4,308.11	.00	RANGEL, PRISCILLA	4337
V376750	6,818.78	.00	REYES, HUGO	98
V376751	4,837.02	.00	RODRIGUEZ, CHRISTIAN	4476
V376752	4,371.73	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V376753	3,818.00	.00	RUBALCAVA, EFRAIN	4590
V376754	5,535.61	.00	SOLIS, DANIEL	5000
V376755	4,061.97	.00	TEWELL, MELISSA	5282
V376756	6,398.02	.00	TOMSICK, MARTIN	5360
V376757	5,278.19	.00	TRAN, TUYET	5424
V376758	3,847.16	.00	TURNER, JERAMIAH	291
V376759	3,521.97	.00	WEAVER, CHAD	5577
V376760	5,366.17	.00	WILLIAMS, JUDITH	5660
V376761	2,896.20	.00	WILLIAMS-GIROUX, JACOB	499
V376762	6,855.16	.00	COLON, BOBBY	900
V376763	7,008.04	.00	LEE, CONNOR	2861
V376764	2,372.62	.00	MAERTZ, DANA	3018
V376765	2,205.02	.00	RANGEL, JENNY	283
V376766	5,060.78	.00	RICE, JAMES	4408
V376767	5,661.64	.00	SALAZAR, RYAN	4626
V376768	2,278.85	.00	SILVA, OSCAR	4886
V376769	2,293.11	.00	VAZQUEZ-CAMACHO, MARLENE	101
V376770	4,362.31	.00	VU, JEFFREY	5519
V376771	979.40	.00	BAIR, JOHN	284
V376772	474.00	.00	CASEY, DROUETT	771
V376773	1,497.98	.00	PATTON, DANA	4060
V376774	6,065.93	.00	BAILEY, JOHN	355
V376775	4,446.80	.00	BOUDREAU, CORY	583
V376776	2,856.51	.00	BOUDREAU, LAURA	2192
V376777	2,544.72	.00	CHAN, KARA	795
V376778	5,827.91	.00	DAVENPORT, JOSEPH	1094
V376779	5,226.72	.00	GENTNER, GEORGE	1765
V376780	4,663.24	.00	KALAGIAN, BRYANT	2436
V376781	3,047.09	.00	LOMELI, LISBETH	4516
V376782	3,322.06	.00	LOPEZ, VANESSA	2929
V376783	6,277.80	.00	LOPEZ, WILLYVALDO	2941
V376784	7,108.72	.00	LOWE, AUSTIN	2956
V376785	5,691.60	.00	MORALES, FRANK	3489
V376786	2,520.14	.00	MORALES MALDONADO, IVETT	3490
V376787	2,341.78	.00	O'DETTE, NANCY	1920
V376788	4,655.16	.00	ORTEGA, MICHAEL	104
V376789	4,889.57	.00	PANTOJA, DAVID	3986
V376790	8,070.71	.00	PLUMLEE, ROGER	4180

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SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376791	2,679.39	.00	SULLIVAN, STACEY	5160
V376792	3,561.21	.00	TREADWAY, SARA	4210
V376793	5,533.79	.00	VU, KRISTINE	63
V376794	4,667.29	.00	YO, DANIEL	5752
V376795	2,101.19	.00	IBARRA, KRISTI	88
V376796	5,915.97	.00	MIKHAEL, MINA	3359
V376797	94.80	.00	SCHOONER, BRANDON	556
V376798	2,049.50	.00	ALMANZA, MINERVA	79
V376799	4,289.21	.00	ALQAM, NADER	71
V376800	3,851.89	.00	ARABOLU, DEEPTHI	178
V376801	2,972.03	.00	CAPISTRANO, FRANCES	74
V376802	2,625.95	.00	ESPARZA-ALMARAZ, AARON	383
V376803	2,594.03	.00	GUZMAN, HECTOR	512
V376804	3,067.13	.00	LANNAN, GREGORY	2791
V376805	2,301.64	.00	LEE, HYANG SUN	430
V376806	3,248.14	.00	MILLER, JADEN	513
V376807	2,799.82	.00	PENA, MANUEL	2933
V376808	1,052.66	.00	SYFRITT, MATTHEW-WAYNE	428
V376809	2,895.59	.00	TRAN, JASON	96
V376810	3,756.55	.00	WRAY, NORMAN	5725
V376811	2,385.26	.00	ZARAGOZA, EDUARDO	5788
V376812	4,555.93	.00	AUBUCHON, LAURIE	250
V376813	2,120.24	.00	GENERA, ELIZABETH	1685
V376814	4,249.66	.00	HUNT, JOSEPH	2249
V376815	1,820.92	.00	LUX, ANDREA	2972
V376816	3,344.35	.00	BACA, ANDREW	315
V376817	1,293.80	.00	BANUELOS, CHRISTOPHER	345
V376818	3,391.17	.00	BRITO, MICHAEL	642
V376819	675.74	.00	CASTRO, JOHN	540
V376820	1,485.34	.00	COLLIER, SEAN	549
V376821	2,393.57	.00	ESCATEL-OROSCO, PEDRO	1537
V376822	2,457.89	.00	GONZALEZ, ALEJANDRO	1783
V376823	4,088.15	.00	LIBUNAO, NINO	2912
V376824	1,171.86	.00	LISCANO, CHRISTOPHER	850
V376825	1,213.34	.00	MARASCO, MATTHEW	289
V376826	1,272.53	.00	MORENO, NICHOLAS	547
V376827	1,779.14	.00	MUNOZ, GENE	3600
V376828	2,587.38	.00	MUNOZ, JOHNNY	144
V376829	1,901.86	.00	NAJERA, JESSE	3630
V376830	1,272.53	.00	PAPANIC, DENNIS	548
V376831	1,785.86	.00	PEREZ, ISAIAH	523
V376832	2,628.53	.00	RIVERA, JOE	4450
V376833	1,855.50	.00	RODRIGUEZ, OSCAR	131
V376834	2,219.54	.00	SERNA, JUAN	4728
V376835	1,700.15	.00	SMITH, FRANKIE	541
V376836	1,543.39	.00	TOGIA, LIAMATUA	539
V376837	3,212.95	.00	TORREZ, JAVIER	69
V376838	3,011.16	.00	CARRILLO, EDWARD	765
V376839	1,181.62	.00	CHAVEZ, CAESAR	544
V376840	3,070.30	.00	ELLS, ZACHARY	1500
V376841	2,530.99	.00	ENNIS, JOSEPH	262
V376842	2,817.17	.00	FINCH, BARRETT	1574
V376843	3,534.35	.00	HAGAN, KEVIN	1947
V376844	2,787.72	.00	KVENBO, SCOTT	2750
V376845	1,773.82	.00	LAUTERIO, MATTHEW	533
V376846	2,192.17	.00	MARTINEZ, MARCO	215

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SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376847	8,193.45	.00	MC GEE, MICHAEL	9306
V376848	2,865.93	.00	MILLER, DAVID	3390
V376849	3,606.26	.00	MOJARRO, ANDREW	3082
V376850	3,461.00	.00	MOORE, FRANK	3486
V376851	1,693.52	.00	MYLLES, JOSHUA	279
V376852	1,962.36	.00	PRECIADO, CAMDEN	134
V376853	2,252.36	.00	SANCHEZ, JUAN	4617
V376854	2,183.37	.00	SPEAR, ANTHONY	5011
V376855	2,775.04	.00	STEPHENSON, MARK	5122
V376856	2,142.49	.00	TAVARES, JAMEY	5231
V376857	2,793.87	.00	VENEGAS MENDEZ, JAVIER	5491
V376858	1,749.39	.00	ALVAREZ, CARLOS	136
V376859	2,360.32	.00	DAHL, TERRY	1084
V376860	1,272.53	.00	ESPINO, KEVIN	517
V376861	2,386.83	.00	GARCIA ORTEGA, JOSE	1636
V376862	2,143.80	.00	GRIMES, DAVID	1881
V376863	2,111.83	.00	GUZMAN, KEVIN	132
V376864	2,304.03	.00	KOSS, MICHAEL	2718
V376865	3,004.65	.00	MARTINEZ, GABRIEL	3139
V376866	2,503.80	.00	MELLADO, KIM	3289
V376867	2,663.07	.00	MERROW, MATTHEW	3316
V376868	2,183.85	.00	OTTEN, DAVID	3869
V376869	3,423.95	.00	PORTER, JEFFREY	4174
V376870	2,787.75	.00	RODRIGUEZ, EDWARD	4479
V376871	1,728.21	.00	RUIZ, ALEJANDRO	416
V376872	2,209.65	.00	TORRES, SALVADOR	234
V376873	2,214.39	.00	WELLS, ANTHONY	5610
V376874	1,272.53	.00	YANEZ, ANDREW	521
V376875	1,014.60	.00	AVERELL, ANDREW	349
V376876	3,387.22	.00	CAMPIZTA, ADAM	225
V376877	3,025.46	.00	MACIAS, RAYMOND	2998
V376878	2,468.76	.00	WEAR, JOHN	5606
V376879	6,655.09	.00	BOX, JAMES	576
V376880	2,088.71	.00	CHAVEZ, ARIANA	788
V376881	23.70	.00	CHOI, EDWARD	438
V376882	1,812.36	.00	CONTRERAS, SAUL	95
V376883	23.70	.00	HOLGUIN, COURTNEY	394
V376884	23.70	.00	HOQUE, LAMIYA	412
V376885	23.70	.00	INNOCENTE, SHEENA	436
V376886	23.70	.00	JESSUP, LISA	496
V376887	3,404.78	.00	KURATA, DALE	2749
V376888	2,409.48	.00	MARTINEZ, SERENA	3147
V376889	23.70	.00	MCCANN, CAROL	439
V376890	2,141.22	.00	REYNOLDS, BRANDON	4384
V376891	23.70	.00	ROSS, IRVING	435
V376892	904.28	.00	SANCHEZ, CHRISTOPHER	236
V376893	2,432.12	.00	SANCHEZ-REYES, KEVIN	83
V376894	3,335.58	.00	SAUCEDA, MARK	4642
V376895	23.70	.00	STAINE, NADINE	401
V376896	998.64	.00	ALTAWARAH, RAMA	153
V376897	1,005.66	.00	ALVARADO, ADRIAN	89
V376898	668.11	.00	AMESCUA, MICHAEL	542
V376899	797.88	.00	ARIAS, SOFIA	537
V376900	668.11	.00	BAHENA, PEDRO	148
V376901	461.74	.00	BARENG, KATHERINE	33
V376902	824.59	.00	BELCHER-HALL, JACOB	333

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SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376903	974.27	.00	CARNES, ALISSA	34
V376904	832.22	.00	CARVENTE, GIANJAVIER	334
V376905	1,135.59	.00	CISNEROS, MICHELLE	812
V376906	397.60	.00	DETERDING, CARSON	1132
V376907	918.29	.00	DIEGO, NICOLE	331
V376908	771.16	.00	DURGIN, JAYLIND	186
V376909	767.34	.00	ESCAMILLA PATRICIO, DANIELLE	534
V376910	912.37	.00	FERNANDEZ, GISSEL	330
V376911	608.03	.00	GARCIA, MICHELE	171
V376912	831.11	.00	GONZALEZ, ISAAC	294
V376913	1,036.78	.00	GONZALEZ, LUIS	1780
V376914	982.20	.00	GRANADOS, REGINA	145
V376915	834.32	.00	GRANDE, DANIELLE	124
V376916	1,129.73	.00	GUERRA, ATHZIRI	141
V376917	936.64	.00	GUERRA, ROCCO	44
V376918	983.72	.00	GUILLEN, JAYDEN	339
V376919	955.87	.00	GUTIERREZ, MICHELLE	1925
V376920	1,280.57	.00	HERNANDEZ, KATE	2091
V376921	1,334.43	.00	HOLLOWAY, ELIZABETH	2185
V376922	1,045.56	.00	JUBRAN, NOAH	127
V376923	576.71	.00	LEWIS, ALEC	266
V376924	1,295.89	.00	MAGANA, ADAM	173
V376925	742.74	.00	MAY, REBECCA	3
V376926	1,077.64	.00	MORENO, ANDREW	161
V376927	828.40	.00	NGHIEM, NATALIE	249
V376928	1,064.21	.00	NGUYEN, KEVIN	299
V376929	925.93	.00	OCHOA, ALAN	192
V376930	914.20	.00	ONTIVEROS, IZABELLA	3864
V376931	994.91	.00	RAY, SABRINA	286
V376932	1,043.41	.00	RIVERA GOMEZ, YAMILEX	4432
V376933	752.08	.00	RODRIGUEZ, KAREN	538
V376934	822.87	.00	RODRIGUEZ, MIKAYLA	295
V376935	774.97	.00	ROGERS, AKILI	37
V376936	444.31	.00	ROQUE, KATRINA	38
V376937	881.84	.00	RUIZ, LUIS	527
V376938	1,021.01	.00	RUSSELL, JEFFREY	150
V376939	842.49	.00	SALDANA, JONATHAN	4625
V376940	509.66	.00	SANCHEZ, NATHAN	504
V376941	774.98	.00	SOLIMAN, MARSEL	322
V376942	822.87	.00	SOLTERO, JESSE	177
V376943	774.97	.00	SORIA, NOAH	5004
V376944	854.90	.00	STRICKLER, LINDA	5135
V376945	813.14	.00	TAPIA, ANGELICA	306
V376946	1,065.58	.00	THANKESWARAN, HASHMITHAA	543
V376947	1,331.83	.00	THOMSEN, MATTHEW	194
V376948	2,639.66	.00	VAN SICKLE, MICHELLE	2076
V376949	587.59	.00	VAZQUEZ, OSCAR	152
V376950	908.56	.00	VELOZ, SABRINA	146
V376951	531.44	.00	VILLANUEVA, SAMANI	80
V376952	935.26	.00	WONGSUPHAKPHAN, BRIANNA	337
V376953	1,036.91	.00	ADSEN, AMELIA	211
V376954	1,275.19	.00	AHANYA, PRISHA	208
V376955	564.65	.00	CATAN, KYLIE ROSE	185
V376956	932.56	.00	CLOCK, AUDREY	201
V376957	832.92	.00	GLYNN, FIONA	115
V376958	1,299.67	.00	GODFREY, RILEY	4

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SELECTION CRITERIA: checkhis.pay_run in ('MPT','MP2')
ALL CHECKS

V376959	426.89	.00	MARTINEZ, EMMILY	314
V376960	1,064.82	.00	MAYA, GALILEA	324
V376961	1,106.81	.00	MOHLER, HOLDEN	335
V376962	929.43	.00	PEDROZA, ANGELINE	325
V376963	1,717.58	.00	RODRIGUEZ, PERLA	4488
V376964	836.01	.00	ROMERO, SYDNEY	14
V376965	1,186.69	.00	SINGH, YASHPREET	48
V376966	1,299.67	.00	SMITH, JOHN	210
V376967	29.48	.00	TAKEUCHI, AIRA	214
V376968	1,021.73	.00	TORRES, INEZ	296
V376969	456.91	.00	TRAN, KYLE	304
V376970	496.38	.00	VACA, SARAH	311
V376971	1,141.98	.00	ZAPATA, ALEXANDRIA	303
V376972	1,030.64	.00	AGUILAR, KALVIN	23
V376973	409.47	.00	BARTOLO, BRYAN	338
V376974	1,303.63	.00	BUSTAMANTE VALLADARES, DIANA	285
V376975	1,033.54	.00	CABUSAO, NINA MARINELLA	729
V376976	750.58	.00	CASTILLO, DARLENE	119
V376977	981.81	.00	CERVANTES, BRIANA	757
V376978	663.75	.00	CHOATE, RACHAEL	511
V376979	2,686.84	.00	DAVIS, TANIKKA	1082
V376980	1,047.78	.00	DELGADO, ISABEL	502
V376981	2,113.28	.00	GILLIAM, VERONICA	218
V376982	793.84	.00	GUZMAN, NADINE	1917
V376983	773.66	.00	HONG, YI	2189
V376984	3,262.53	.00	HURTADO, MARIA	353
V376985	951.05	.00	JIMENEZ, GLADIS	434
V376986	593.29	.00	LARIZ RUBALCAVA, CARLOS	429
V376987	2,085.67	.00	MARQUEZ PINEDO, ANALISA	3118
V376988	972.53	.00	MARTINEZ, JEFFREY	535
V376989	858.93	.00	MENDOZA, GISELLE	522
V376990	470.45	.00	MORISON, MATTHEW	243
V376991	2,289.85	.00	NIELSEN, ROSEMARY	3760
V376992	866.57	.00	ONTIVEROS, STEVEN	342
V376993	1,033.54	.00	ORTIZ, YAHAIRA	241
V376994	619.77	.00	RUFINO, JACOB	528
V376995	330.05	.00	RUIZ, ANA	4591
V376996	683.39	.00	SOSA, ELIANNA	341
V376997	1,141.98	.00	VALDEZ, NATALIA	46
V376998	427.30	.00	VEGA-MATA, PEDRO	278
V376999	681.66	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK: 427	1,120,964.07	.00		
TOTAL				
CHECKS: 428	1,120,964.07	2,128.80		

PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INSTALLATION OF KOREATOWN SIGNS ALONG BEACH BOULEVARD

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4C
Presented By	Prepared By
Deepthi Arbolu, P.E., Assistant City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve a project specific maintenance agreement with the State of California/Caltrans for the installation of Koreatown signs along Beach Boulevard; 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/COMMITTEE ACTION

At the study session on September 26, 2023, the City Council discussed designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown." On October 10, 2023, the City Council adopted a resolution designating that portion of Beach Boulevard as "Koreatown."

DISCUSSION

The northern portion of Buena Park is home to a large population of Korean-American residents as well as many Korean-American-owned restaurants and businesses. Over the past 20 or so years, the area surrounding Beach Boulevard from Rosecrans Avenue to Stage Road, in particular, has become a hotspot for Korean culture and influence. In recent years, this area has expanded further south down Beach Boulevard with The Source development at the corner of Beach Boulevard and Orangethorpe Avenue.

At the study session on September 26, 2023, the City Council discussed designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown." On October 10, 2023, the City Council adopted a resolution designating that portion of Beach Boulevard as "Koreatown." This makes Buena Park the second city in Orange County to establish an official city council designated Koreatown, following Garden Grove, which designated its Koreatown in 2019.

This designation encompasses a three-mile stretch, beginning at The Source OC on Beach Boulevard and extending to the city's northerly limit. The Source OC, situated at the intersection of Orangethorpe Avenue and Beach Boulevard, serves as the southern boundary of Koreatown.

The City Council has approved the creation of Koreatown sign, which will be placed at 13 key intersections:

1. Beach Blvd. at Los Coyotes Dr.
2. Beach Blvd. at Durango Dr.
3. Beach Blvd. at Malvern Ave.
4. Beach Blvd. at Stage Rd.
5. Beach Blvd. at Franklin Ave.
6. Beach Blvd. at Artesia Blvd.
7. Beach Blvd. at Commonwealth Ave.
8. Beach Blvd. at Auto Center Dr.
9. Beach Blvd. at I-5 freeway ramps
10. Beach Blvd. at 9th St.
11. Beach Blvd. at City Hall
12. Beach Blvd. at the Source OC
13. Beach Blvd. at Orangethorpe Ave.

Of the 13 intersections, the top 10 fall under the Caltrans's jurisdiction. The City is entering into an agreement with Caltrans for the placement and maintenance of these signs. The City will install 19 signs, starting with one sign on the signal pole at the northern city limit and two signs on every other pole going south on Beach Boulevard within the Caltrans right-of-way.

This agreement has been reviewed by the City Attorney.

BUDGET IMPACT

The total cost of fabricating and installing the signs will be approximately \$3,500. This amount will be funded from the Annual Traffic Signal Improvements Account (24-9806-590025).

Attachments

[Project Specific Mtce Agreement -Att 1 of 2.pdf](#)

[Signed Insurance Letter CALTRANS DISTRICT 12. - Att 2 of 2.pdf](#)

[R 14754 Koreatown Reso.pdf](#)

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR CULTURAL SIGNS IN THE CITY OF BUENA PARK**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Buena Park; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Whereas the PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the placement of cultural signs, hereinafter referred to as "SIGN/SIGNS," on State Route (SR) 39 within the STATE right of way under the Permit Number _____.
2. This Agreement addresses CITY responsibilities, which can include but are not limited to sign maintenance, sign replacement, graffiti abatement, and post/anchor/foundation repair and/or replacement, of SIGNS placed within State Highway right of way on SR 39, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. PARTIES have agreed to an allocation of maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance (collectively hereinafter referred to as "MAINTAIN/MAINTENANCE") of SIGNS as shown on said Exhibit A.
2. Exhibit A consists of a list of the SIGN locations and plan drawings that describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
3. CITY agrees, at CITY expense, to do the following:
 - 3.1. CITY shall install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (as defined in Section 27 of the Streets and Highways Code) SIGNS conforming to those plans and specifications pre-approved by STATE.

- 3.2. CITY must obtain the necessary Encroachment Permits from STATE's District 12 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
- 3.3. CITY shall submit plans for SIGNS to STATE's District Permit Engineer for review and approval and shall obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed SIGNS must meet STATE's applicable standards.
- 3.4. An encroachment permit rider shall be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way. Changes to the scope or work shall include, but are not limited to, changes in the size, shape, color, pattern, materials, locations, supporting posts, and working of SIGNS.
- 3.5. CITY is required to obtain an encroachment permit for any repair work allowed by this Agreement prior to the start of any such work within STATE's right of way.
- 3.6. CITY shall ensure that the SIGNS identified on Exhibit A are provided with adequate scheduled routine MAINTENANCE (inspection, cleaning, and removal of graffiti, debris, advertising, unapproved signs, and weeds) necessary to MAINTAIN a neat and attractive appearance.
- 3.7. CITY shall replace damaged SIGNS when observed or within 30 days when notified in writing by STATE.
- 3.8. CITY shall remove SIGN/SIGNS, whenever, in the opinion of STATE, it creates a maintenance or operational concern.
 - 3.8.1. In the event CITY fails to remove SIGN/SIGNS in a timely manner, STATE may remove SIGN/SIGNS thirty (30) days following written notification to CITY, and STATE will bill CITY for all costs of its removal and restoration of STATE-owned areas to their original condition.
- 3.9. CITY shall remove SIGNS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 3.10. CITY shall inspect SIGNS on a regular monthly or weekly basis to ensure the safe operation and condition of the SIGNS and to ensure that SIGNS continue to meet the California Manual on Uniform Traffic Control Devices (MUTCD) standards for sign minimum reflectivity.

- 3.11. CITY shall expeditiously MAINTAIN, replace, repair, or remove from service any SIGNS component that has become unsafe or unsightly. Cause of removal shall include, but is not limited to, graffiti, advertising, or unapproved temporary signage placed on SIGNS.
- 3.12. CITY shall expeditiously repair any STATE facility damage ensuing from SIGN construction, presence, and MAINTENANCE.
- 3.13. CITY shall reimburse STATE for its costs to repair STATE facility damage ensuing from SIGN presence and MAINTENANCE should STATE be required to cure a CITY default.
- 3.14. CITY shall allow random inspection of SIGNS by a STATE representative.
- 3.15. CITY shall keep the entire SIGNS area free of litter and deleterious material.
- 3.16. All work by or on behalf of CITY shall be done at no cost to STATE.
4. STATE shall have the following obligations and rights under this Agreement:
 - 4.1. Provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 4.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
 - 4.3. Reserve the right to remove SIGNS due to construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of CITY. STATE shall give written notification to CITY of its intent to remove SIGNS to allow for timely removal and salvage by CITY.
 - 4.4. Not be responsible for the costs of any maintenance, repair, restoration, or replacement of SIGNS, damaged by anything STATE does or does not do in the course of normal highway operations and activities, or damaged in the event of vandalism or third-party accident.
 - 4.5. Reserve the right to remove or alter any SIGN that presents an immediate safety hazard to the public without delay or advanced notification to CITY.
5. LEGAL RELATIONS AND RESPONSIBILITIES
 - 5.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect

the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

5.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

5.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

6. PREVAILING WAGES:

6.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

6.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

7. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
8. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
9. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 9 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BUENA PARK

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

TONY TAVARES
Director of Transportation

Initiated and Approved

By: _____
City Manager

By: _____
Roberta C. Hettick, P.E.
Deputy District Director of

Maintenance and Operations
District 12

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

By: _____
City Attorney

By: _____
Attorney
Department of Transportation



**EXHIBIT B – LETTER OF CERTIFICATE OF CITY _____ STATEMENT
OF SELF INSURANCE**

Address: 1750 East 4th Street
City, Zip: Santa Ana, CA 92705

April 16, 2024

Attn: Sarah Rodriguez
City _____
Department of Finance

RE: Statement of Self Insurance for _____ Related to _____
Maintenance Agreement with State of California Department of
Transportation ("STATE") for the _____ along Highway _____ at

Dear _____

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

July 18, 2024

Attn: Sarah Rodriguez
Caltrans District 12
1750 E. 4TH Street, Suite 100
Santa Ana, CA 92705

RE: Statement of Self Insurance for the City of Buena Park Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for sign maintenance, replacement, graffiti abatement, and post/anchor/foundation repair and/or replacement, of SIGNS placed within State Highway right of way on SR 39, as shown on Exhibit A, attached to and made a part of this Agreement.

Dear Sarah Rodriguez,

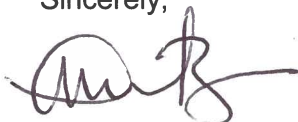
The purpose of this letter is to certify that the City of Buena Park is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further, the City of Buena Park is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the City of Buena Park appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the City of Buena Park.

The City of Buena Park certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The City of Buena Park further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office at (714) 562-3521.

Sincerely,



Rebecca Valdez
Human Resources Manager

RESOLUTION NO. 14754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BUENA PARK, CALIFORNIA DESIGNATING BEACH
BOULEVARD FROM ROSECRANS AVENUE TO
ORANGETHORPE AVENUE AS KOREATOWN

WHEREAS, Buena Park is home to one the largest growing and thriving Korean-American communities living in Orange County; and

WHEREAS, the population of persons of Korean ancestry in Buena Park increased by 57 percent from 2000 to 2010, according to the United States Census Bureau; and

WHEREAS, as of 2023, Korean Americans account for approximately 45 percent of the Asian and Pacific Islander population in the City; and

WHEREAS, there are nearly 11,000 people of Korean descent living in Buena Park, constituting approximately 13 percent of the City's population; and

WHEREAS, over the past 20 or so years, the area on Beach Boulevard from Stage Road to Rosecrans Avenue, in particular, has become a hotspot for Korean culture and influence. In recent years, this area has expanded further south down Beach Boulevard with The Source development at the corner of Beach Boulevard and Orangethorpe Avenue; and

WHEREAS, the Korean American Chamber of Commerce cites Buena Park as hosting the largest population of Korean-American owned businesses in Orange County with many of these residing in the northern portion of the City; and

WHEREAS, several publications, including the *Los Angeles Times* have unofficially touted Buena Park as "Orange County's Koreatown" and remarked on the City's high concentration of Korean-owned businesses, including restaurants, grocery stores, retail, karaoke, and other sectors; and

WHEREAS, the City of Buena Park, California designates the neighborhood from Orangethorpe Avenue extending north to Rosecrans Avenue to honor the rich Korean culture that is embedded in the fabric of the City.

WHEREAS, the designation of "Koreatown" on Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue will improve the City of Buena Park's ability to protect, promote, and showcase the cultural resources of its Korean-American community and preserve the City's rich multi-cultural landscape.

NOW, THEREFORE, The City Council of the City of Buena Park hereby determines, finds, and designates Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown" in the City of Buena Park.

PASSED AND ADOPTED this 10th day of October 2023 by the following called vote:

AYES: COUNCILMEMBERS: Ahn, Traut, Castañeda, Sonne, Brown

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ATTEST:



City Clerk





Mayor

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 10th day of October 2023.



City Clerk



COOPERATIVE AGREEMENT WITH THE CITY OF CYPRESS FOR THE VALLEY VIEW STREET REHABILITATION PROJECT (ARTERIAL STREET REHABILITATION, PROJECT 377)

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4D
Presented By	Prepared By
Deepthi Arabolu, P.E., Assistant City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve a cooperative agreement with the City of Cypress for the Valley View Street Rehabilitation Project (Arterial Street Rehabilitation, Project 377); 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

None.

DISCUSSION

Valley View Street between Cerritos Avenue and Ball Road is classified as a major arterial highway as per the Orange County Master Plan of Arterial Highways (MPAH). Within this segment, Valley View Street runs through both the City of Cypress and the City of Buena Park. Specifically, only the northbound lane adjacent to the curb and gutter (#3 lane) is within the City of Buena Park, while the remainder of the roadway is within the City of Cypress.

The City of Cypress contacted the Buena Park Public Works Department to notify the City about their Capital Improvement Project (CIP), specifically the Arterial Street Rehabilitation, Project 377. The project includes the rehabilitation of Valley View Street between Katella Avenue and Ball Road. Since the majority of the roadway belongs to the City of Cypress, they have proposed a cooperative agreement with City to rehabilitate the roadway, including the small portion within Buena Park. This project aims at extending the street's service life. The City of Cypress will serve as the lead agency in coordination, design, construction, and administration of this project. Buena Park will only be responsible for reimbursing the City of Cypress for its proportionate share of the construction cost.

Staff recommends entering into this cooperative agreement with the City of Cypress to leverage a cost-effective and efficient method for removing and replacing the damaged and outdated asphalt pavement.

The City of Cypress will award the construction contract on August 26, 2024. Construction is expected to begin in late September 2024 and will take approximately 40 working days to complete.

The Agreement was reviewed by the City Attorney.

BUDGET IMPACT

The City's proportionate share is estimated to be \$200,000 and will be funded from the Roadway Maintenance and Rehabilitation Account (RMRA) Fund (Account No. 24-9806-590192).

Attachments

[BP-agreement-Cypress-ValleyView cooperative 2024_rev1.pdf](#)

**AN AGREEMENT BETWEEN THE CITY OF CYPRESS AND CITY OF BUENA PARK
FOR THE ARTERIAL STREET IMPROVEMENTS OF VALLEY VIEW STREET**

This Agreement ("AGREEMENT") made and entered into this _____ day of _____, 202__, by and between the City of CYPRESS, a municipal corporation, hereinafter referred to as "CYPRESS" and City of BUENA PARK, a municipal corporation, hereinafter referred to as "BUENA PARK".

W I T N E S S E T H:

WHEREAS, Valley View Street from Ball Road to Cerritos Avenue ("Valley View Street") is located partially in CYPRESS and partially in BUENA PARK; and

WHEREAS, CYPRESS has proposed the Asphalt Overlay improvement entitled Arterial Street Rehabilitation, Project 377, to Valley View Street, which includes, but is not limited to, mobilization, surveying, traffic control, 2-inch grind and overlay, manhole adjustments, traffic loop reinstallation, replacement of traffic striping, markers, and curb paint, and other incidental items of work ("IMPROVEMENT"); and

WHEREAS, the IMPROVEMENT will extend the service life of Valley View Street and be of benefit to CYPRESS and BUENA PARK; and

WHEREAS, it is in the public interest that the construction of the IMPROVEMENT be accomplished by CYPRESS and BUENA PARK under a collective participation agreement; and

WHEREAS, the purpose of this AGREEMENT is to provide for the allocation of responsibilities for the construction of the IMPROVEMENT described above.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, CYPRESS and BUENA PARK do hereby agree as follows:

- I. CYPRESS agrees:
 - A. To prepare or cause to be prepared, all environmental documents required for the IMPROVEMENT in compliance with the California Environmental Quality Act; plans and specifications for the construction of the IMPROVEMENT; to solicit bids and award a contract as a public works project to the lowest responsible bidder; to administer the contract to complete the IMPROVEMENT, including requiring payment of prevailing wages, all in compliance with State and local law; and to pay such contractor pursuant to the construction contract.
 - B. To require any and all contractors performing work necessary to complete the IMPROVEMENT ("Work") to indemnify, defend and hold BUENA PARK, its elected officials, officers, agents, and employees free and harmless with respect to any and all claims and liabilities, including stop notices, arising out of performance of the Work.
 - C. To require any and all contractors performing work necessary to complete the Work to obtain and maintain commercial general and automobile liability and workers

compensation insurance acceptable to BUENA PARK and providing protection to CYPRESS, and to BUENA PARK, its elected officials, officers, agents, and employees as additional insureds.

- D. To invoice BUENA PARK for BUENA PARK's share of the construction costs incurred by CYPRESS for the IMPROVEMENT as described herein.
- E. To obtain consent from BUENA PARK's City Engineer or Public Works Director in advance of any contractor performing Work within BUENA PARK's right of way that could reasonably create any risk to public safety, restrict BUENA PARK's ability to provide necessary maintenance, or compromise normal drainage or infrastructure operation, with respect to Cerritos Avenue.

II. BUENA PARK agrees:

- A. To designate and does hereby so designate CYPRESS as the lead agency for the purpose of accomplishing the construction of the IMPROVEMENT as provided in Section I.
- B. To pay CYPRESS its share of the actual construction costs for the work within the boundaries of BUENA PARK based upon unit prices bid and quantities actually used within BUENA PARK. The approximate area of IMPROVEMENT within the boundaries of BUENA PARK is 46,500 square feet and the assumed density of the asphalt rubber hot mix (ARHM) is 145 lbs. per cubic feet. The estimated construction cost of the BUENA PARK portion is \$155,000. BUENA PARK shall pay CYPRESS an amount equal to 100% of the cost of the BUENA PARK portion upon acceptance of the work by BUENA PARK.

III. IT IS MUTUALLY AGREED:

- A. During construction CYPRESS shall furnish a resident engineer to perform the usual functions of a resident engineer on a public works project. BUENA PARK, as secondary agent, may, but is not obligated to, furnish its own respective resident engineer. Said resident engineers shall cooperate and consult with each other, but directives of CYPRESS's resident engineer shall be final.
- B. CYPRESS and BUENA PARK shall cooperate to the fullest extent possible in seeing the IMPROVEMENT to completion.
- C. CYPRESS shall provide an itemized invoice for services satisfactorily completed, reflecting all of the costs. Payment of the BUENA PARK portion of the costs shall be due within sixty (60) days of the date of receipt of the invoice, or BUENA PARK's acceptance of the Work, whichever is later. If payment in full is not received within the foregoing period, interest shall accrue at 10% per annum until paid.
- D. Party Representative: The persons responsible for administration of this AGREEMENT on behalf of each respective party and to whom notices permitted or required to be provided pursuant to this Agreement, are as follows:

BUENA PARK: Mina Mikhael, Director of Public Works/City Engineer

CYPRESS: Nick Mangkalakiri, City Engineer

- E. This AGREEMENT shall be effective upon mutual execution. The term of this AGREEMENT shall continue until the Work is finally accepted by both parties and the time within which any stop notice may be filed has expired, unless sooner terminated by either party hereto by serving on the other party a thirty (30) day written notice of such termination. In the event of termination without cause by BUENA PARK, BUENA PARK shall reimburse CYPRESS for all out of pocket expenses incurred by CYPRESS on behalf of BUENA PARK up to the date of termination, but not to exceed BUENA PARK's portion set forth in Section II.B, above. In the event of termination without cause by CYPRESS prior to completion of the Work, BUENA PARK shall have no further obligation to CYPRESS.
- F. Neither CYPRESS nor any elected official, officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by BUENA PARK under or in connection with the Work or any work, authority or jurisdiction delegated to BUENA PARK under this AGREEMENT. Pursuant to Government Code Section 895.4, BUENA PARK shall fully indemnify, defend, and hold CYPRESS harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by BUENA PARK under or in connection with any work, authority or jurisdiction delegated to under this AGREEMENT.
- Neither BUENA PARK nor any officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by CYPRESS under or in connection with the Work or any work, authority or jurisdiction delegated to CYPRESS under this AGREEMENT. Pursuant to Government Code Section 895.4, CYPRESS shall fully indemnify, defend, and hold BUENA PARK harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by CYPRESS under or in connection with any work, authority or jurisdiction delegated to CYPRESS under this AGREEMENT.
- G. This AGREEMENT represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this AGREEMENT. This AGREEMENT may not be modified, altered or amended except in writing signed by both of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by and through their authorized officers on the date set forth below.

CITY OF CYPRESS
A Municipal Corporation

CITY OF BUENA PARK
A Municipal Corporation

By: _____
Mayor

By: _____
Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM AND CONTENT:
CITY OF CYPRESS

CITY OF BUENA PARK

Douglas A. Dancs, P.E.
Director of Public Works
City of CYPRESS

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

Fred Galante, City Attorney
City of CYPRESS

Christopher G. Cardinale, City Attorney
City of BUENA PARK

AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES WITH NORESCO, LLC FOR AN INVESTMENT GRADE AUDIT FOR THE CITY OF BUENA PARK'S FACILITIES AND INFRASTRUCTURE

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4E
Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve an agreement for progressive design-build services with NORESCO, LLC, in connection with an Energy Conservation and Performance Project at designated City facilities; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Authorize the City Manager and Public Works Director to administer the agreement.

PREVIOUS CITY COUNCIL ACTION

The City Council has been evaluating the prospects of energy-related conservation projects and improvements to City facilities for the last several years. These types of projects are authorized by Government Code Section 4217, and are commonly utilized by public agencies to minimize their carbon footprint while simultaneously reducing energy costs through sustainable designs and improvements.

On March 8, 2022, the City Council received a study session presentation about an investment grade audit ("IGA") of City facilities with the goal of identifying potential energy efficiency projects that would generate both environmental benefits and long-term cost-savings to the City. The City Council expressed interest in the concept and directed staff to move forward with a solicitation of qualified companies.

In January 2023, the City issued a formal Request for Qualifications (RFQ) for qualified energy service companies ("ESCOs") to perform an IGA and subsequently implement an energy infrastructure modernization project at City facilities. In the fall of 2023, this initial RFP process was interrupted by changes to California law that impacted the project-delivery process that was contemplated by the RFP.

As a result, on February 13, 2024, the City Council directed staff to prepare and re-issue a Request for Proposals seeking qualified ESCOs to study and design energy conservation measures and improvements at various City facilities. The RFQ was issued under authority of Senate Bill 706 (effective January 1, 2024) and allows cities to contract for both the design and construction of a project costing through a single contractor, so long as specified conditions are met.

The City received a responsive proposal from NORESO on March 28, 2024, and staff reviewed the proposal and conducted an interview to further discuss NORESO's qualifications and approach to the project. These results were presented to the City Council during study session on May 14, 2024, at which time the City Council directed staff to negotiate an agreement with NORESO and return for consideration of award at a future meeting.

DISCUSSION

As referenced above, the City's solicitation of qualified ESCOs was completed under authority of Senate Bill 706 (Public Contracts Code 22185 et seq.), which allows public agencies to contract for the design and construction of a project costing more than \$5 million through a single contract. This procurement and delivery model is a multi-step process that can be summarized in four steps:

1. The City issues a Request for Qualifications that identifies: (a) the size, type, design character, and expected cost range of the project (this component was not included in the City's original RFP); (b) the methodology that will be used to evaluate qualifications; (c) the procedure that will be used for selecting the contractor; and (d) factors that will be considered in evaluating proposal.
2. Contractors responding to the RFQ must demonstrate their design / construction expertise; provide detailed information about company owners, past projects completed, licenses and registrations, financial capacity, safety record, and insurance compliance; and contractors must be willing to comply with the City's Community Workforce Agreement.
3. The City may then enter into a contract with the selected contractor to begin design and pre-construction activities sufficient to establish a guaranteed maximum price for the project. In developing the GMAX project price, the contractor must utilize those subcontractors listed in their original proposal; or otherwise must bid out work not self-performed.
4. If the City and selected contractor reach an agreement on the GMAX price, the City may in its sole discretion amend the contract to allow the contractor to perform the work. If the City and contractor cannot reach an agreement on the cost to complete the work, or if the City otherwise elects not to award the remaining work to the contractor, the City may formally solicit proposals from other design build entities and award the contract on a "best value basis."

The RFQ issued by the City was "Step 1" of this process, and with this item the City Council is considering whether to proceed with Steps 2 and 3. The City Council is not considering actual construction of a project until Step 4 at a future date (discussed more below).

NORESOS Qualifications (Step 2): Over the past five years, NORESO has implemented 43 energy performance contracts for public sector clients totaling over \$400 million. NORESO holds the required licenses and the expertise in delivering ESCO projects. They have done similar projects for government agencies such as the City of Fullerton, Los Angeles County, Cal State Universities of Long Beach and Pomona, as well as multiple unified school districts. Staff and the City's independent consultant for this project, NV5, are confident that NORESO has the experience, capacity, and expertise needed to design and deliver a project to the City.

Summary of Proposed Agreement with NORESO (Step 3): Staff has prepared a proposed Agreement with NORESO for the City Council's consideration that is consistent with the requirements of SB 706, and, if approved, would implement "Steps 2 and 3" of the four-step process outlined above.

If the City Council approves the Agreement, NORESCO would perform a multi-phase IGA that analyzes the existing conditions at City facilities and the proposed project, with the City Council having the opportunity to review, provide input, and authorize the continuation of work at the “50% IGA Phase.” Unless the City Council authorizes NORESCO to continue work at the “50% IGA Phase,” anticipated to be in November of this year, no compensation will be due and payable to NORESCO under the proposed Agreement. If the City Council authorizes NORESCO to complete the Final IGA Report, the City would be responsible for compensating NORESCO a not to exceed amount of \$189,000 for its services.

The Final IGA Report will provide the City Council with a preliminary design and a firm scope of the project, as well as a guaranteed maximum price for NORESCO to complete its construction. If the City Council agrees to the project scope and price, it may amend its agreement with NORESCO to authorize it to complete design and construction of the project. In this event, the cost of the IGA Report would be paid for as a project cost. Staff will be working with NORESCO during the IGA process to negotiate and finalize the proposed terms and conditions of construction.

Also, consistent with SB 706, the City Council will retain the ability to seek alternative competitive proposals for projects that are identified in the Final IGA Report. In the event the City utilizes an alternative construction entity, the City would be obligated to compensate NORESCO in a sum not-to-exceed \$450,000.

The “Proposed Project Sites,” “Project Scope,” and “Project Goals” for which NORESCO is responsible are further summarized below:

Proposed Project Sites: The following City-owned facilities will be considered in the project:

- City Yard (6955 Aragon Cir, Buena Park, CA 90620);
- City Hall (6650 Beach Blvd, Buena Park, CA 90622);
- Police Department (6640 Beach Blvd, Buena Park, CA 90622);
- Community Center (6688 Beach Blvd, Buena Park, CA 90621);
- Ehlers Events Center (8150 Knott Ave, Buena Park, CA 90620);
- William Peak Park (7225 El Dorado Dr, Buena Park, CA 90620);
- Boisseranc Park (7520 Dale St, Buena Park, CA 90620);
- Brenner Park (7401-7413 Ridgeway Dr, Buena Park, CA 90620).

Proposed Scope of Energy Conservation Measures and Improvements: The project will explore the feasibility, design and construction of the following energy conservation, energy efficiency, energy generation and related energy capital improvements, and water conservation measures at the above-listed facilities:

- Interior and Exterior LED Lighting: Upgrade or replace LED lighting for the interior and exterior of facilities, with the exception of exterior lighting at the Ehlers Events Center (already complete).
- HVAC Replacements: City Hall, Police Department, William Peak Park, Boisseranc Park, and Brenner Park.
- HVAC Controls: All facilities.
- EV Charging Stations: City Hall, Police Department, Community Center, Ehlers Events Center, and City Yard. Conduits or charging stations should be planned for fleet charging as well as public interface charging.
- Solar PV Installation: Carport solar PV installations in specified areas of the parking lots at Ehlers Events Center, City Hall, the Community Center, and City Yard, and rooftop solar PV installations at City Hall, Police Department, and City Yard. A timely NEM 2.0 Application to Southern California Edison has been submitted previously on City’s behalf and NORESCO shall comply with all requirements necessary to maintain City’s grandfathered NEM 2.0 status. Additionally, NORESCO will explore the addition of battery energy storage systems for incorporation into existing building electrical systems and proposed PV systems.
- Water Conservation Measures: Water conservation measures at the facilities and in particular William Peak Park, Boisseranc Park, and Brenner Park.
- Other ECMs: NORESCO may investigate any other energy conservation measures or improvements at the Facilities believed to be cost effective and consistent with the “Project Goals” discussed below, such as mechanical pool equipment upgrades at Park facilities.

Project Goals: NORESO will design a project achieving the following goals and objectives:

- Project costs will not exceed \$20,000,000 and be paid from a guaranteed reduction in utility costs, procurement of utility incentives, tax credits or incentives, and/or energy grants, with estimated savings in ongoing utility costs to include assumptions for ongoing maintenance, repairs, and replacement costs over the term of the financing
- Reduce existing energy consumption and peak energy demands at the Facilities
- Reduce existing maintenance and other operational costs of the Facilities
- Upgrade, retrofit, or replace obsolete and/or inefficient systems existing at the Facilities
- Maintain a safe and consistent environment at the Facilities that offers reasonable levels of comfort to occupants
- Ensure functionality and compatibility of Project features with existing equipment at Facilities
- Utilize technology to achieve optimum system performance and cost savings at Facilities
- Minimize financial and technical risks of the Project and Facilities to the City

The Agreement only contemplates the examination and study of a future energy conservation project. Future discretionary action is needed for implementation.

BUDGET IMPACT

There is no direct budget impact or cost associated with approving this Agreement at this time. Compensation will only be due and payable if the City Council approves the continuation of work at the 50% IGA Phase as described above, which will be a future discretionary action of the City Council.

Attachments

[Professional Services Agreement - ESCO Design .pdf](#)

CITY OF BUENA PARK
AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES
Energy Conservation and Performance Contract

This Agreement for Progressive Design-Build Services ("*Agreement*") is dated as of August __, 2024 ("*Effective Date*"), and is between City of Buena Park, a California charter city ("*CITY*"), and NORESKO, LLC, a Delaware limited liability company ("*NORESCO*"). CITY and NORESKO are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on the Effective Date and, unless terminated pursuant to Section 16.2 (Termination by CITY for Cause) or Section 16.3 (Termination for Convenience), shall remain in full force and effect until the first of the following to occur: (a) if, after the City Council accepts the Final IGA Report, the Parties amend this Agreement with NORESKO to contract for NORESKO to perform the remaining design, preconstruction, and construction activities (hereinafter the "Construction Work") sufficient to complete and close out an energy conservation and performance improvement project that is described in the Final IGA Report (a "Project"), then the term of this Agreement shall expire on the date the Project is accepted as complete by CITY; or alternatively, (b) this Agreement shall expire on the date that is 12 months after the date on which CITY accepts the Final IGA Report as complete if the Parties have not amended this Agreement to authorize NORESKO to perform Construction Work for a Project before that date (with such amendment hereinafter referred to as a "Construction Contract").

2. SERVICES. Subject to the terms and conditions in this Agreement, NORESKO shall provide to CITY those assessment, design, and preconstruction services that are specifically described in Exhibit "A" (the "Scope of Services" or simply the "Services") in furtherance of CITY exploring the viability of implementation of certain energy and water conservation, energy efficiency, energy generation and related energy capital improvements at specified CITY owned facilities. CITY may request changes to the Services and in such cases the changes and any resulting increase or decrease in the Compensation to be paid NORESKO, or to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any change to the Services shall be based on the rates specified in the Compensation Schedule set forth in Exhibit A-1 ("Compensation Schedule"), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by NORESKO to other public agencies located in the State of California for the same service. If, following NORESKO's completion of the Services, the Parties amend this Agreement to authorize NORESKO to perform Construction Work, then NORESKO shall perform the Construction Work as described in and pursuant to the terms and conditions of the Construction Contract agreed to by the Parties.

3. SCHEDULE OF PERFORMANCE. NORESKO shall commence providing the Services on the Effective Date and shall continue and complete performance in accordance with the benchmarks and deadlines described in the Scope of Services in Exhibit A. If a deadline is not established for a specific action or task that is needed to complete the Services, performance by NORESKO shall be completed in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. As full and complete compensation for NORESKO's provision of the Services, including any reimbursable expenses if any, CITY shall pay NORESKO an amount determined as follows ("Compensation"):

4.1 If CITY, at any time prior to authorizing NORESCO to proceed with the 90% IGA Phase, terminates this Agreement pursuant to Section 16.2 or Section 16.3, then no compensation, payment, reimbursement, penalty, or consideration of any kind shall be due or payable by CITY; and if NORESCO, at any time prior to CITY authorizing NORESCO to proceed with the 90% IGA Phase, terminates this Agreement pursuant to Section 16.3, then no compensation, payment, reimbursement, penalty, or consideration of any kind shall be due or payable by CITY.

4.2 If CITY, at any time after authorizing NORESCO to proceed with the 90% IGA Phase as described in the Scope of Services in Exhibit A, terminates this Agreement pursuant to Sections 16.2 or 16.3, then CITY shall pay NORESCO for the reasonable value of design and predevelopment Services, but not the assessment portion of the Services, rendered prior to the effective date of termination based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.3 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, in its sole and absolute discretion, amends this Agreement with NORESCO to authorize it to perform Construction Work for a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for the design and predevelopment portion of the Services provided in completing the Final IGA Report, but not the assessment portion of the Services, based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.4 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, does not, within a reasonable period of time not to exceed 12 months, amend this Agreement to authorize NORESCO to complete Construction Work for any portion of a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for the design and predevelopment portion of the Services provided in completing the Final IGA Report, but not the assessment portion of the Services, based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$189,000.00.

4.5 If CITY, following NORESCO's submission and CITY's acceptance of the Final IGA Report, formally solicits proposals from other design-build entities and affirmatively awards a Construction Contract to a third-party contractor other than NORESCO for a Project that is described in the Final IGA Report, then CITY shall pay NORESCO for all Services provided in completing the Final IGA Report based on the hourly rates set forth in the Compensation Schedule; provided that the total maximum Compensation paid NORESCO in this event shall NOT EXCEED the sum of \$450,000.00.

5. INVOICES AND PAYMENT.

5.1 Tracking Invoices. Each month, NORESCO shall submit invoices to CITY for the Services performed and any authorized reimbursable expenses incurred during the immediately preceding calendar month ("Tracking Invoices"). The Tracking Invoices shall describe in detail the Services rendered during each day of the period, and shall show the days worked, personnel performing the Services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. NORESCO shall remit the Tracking Invoices to CITY Representative, and CITY shall review all Tracking Invoices and notify NORESCO in writing within ten (10) business days of any disputed amounts. The Parties shall

keep and maintain copies of the Tracking Invoices to evidence any Compensation that may become due and payable NORESKO under the terms of this Agreement.

5.2 Final Invoices. Within 30 days of Compensation becoming due and payable by CITY to NORESKO under the provisions of Section 4.2 through Section 4.5, inclusive, NORESKO may shall submit a final invoice to CITY Representative for the Services or reimbursable expenses for which NORESKO demands payment ("Final Invoice"). The Final Invoice shall: state whether payment is being requested under Section 4.2, 4.3, 4.4, or 4.5; state the total amount claimed by NORESKO as due and payable; and include the relevant Tracking Invoices as attachments to support the total compensation requested.

5.3 Payment. CITY shall pay all undisputed portions of Final Invoices within thirty (30) calendar days after receipt, up to the maximum Compensation amount set forth in Section 4 of this Agreement. Notwithstanding the foregoing, if a Final Invoice seeks payment under Section 4.3, NORESKO shall advance and charge the undisputed Final Invoice to the Project, which shall be paid by CITY at the same time and from the same sources as costs for Construction Services relating to the Project. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to NORESKO.

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

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

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

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

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

8. ADMINISTRATION.

8.1 CITY's Representative. CITY Representative shall be the Director of Public Works, who has the authority to administer this Agreement and oversee NORESKO's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by NORESKO shall be coordinated through CITY Representative. CITY may change the identity of CITY Representative upon written notice to NORESKO.

8.2 NORESKO's Representative. NORESKO's Representative shall be designated by NORESKO in writing, who shall have the authority to administer this Agreement on behalf of NORESKO and to act, bind, and approve all matters relating to this Agreement on behalf of NORESKO. NORESKO's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

8.3 Third Party Representative. CITY may, at its sole cost and expense, retain an independent third-party representative ("Third-Party Representative") to provide an independent review and recommendations to CITY in connection with the Project and NORESKO's performance of the Services. At the sole discretion of CITY, the costs incurred for the Third-Party Representative shall be included as a Project cost in the Project cash flow model and will be paid for by CITY from Project funding sources.

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

10. INDEMNIFICATION AND HOLD HARMLESS.

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

10.2 Indemnification for Other Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.1 above, to the fullest extent permitted by law NORESKO shall defend, indemnify, and hold harmless CITY and CITY

Indemnitees from and against all claims arising out of, pertaining to, or relating to the acts or omissions, negligence, recklessness or willful misconduct of NORESCO, NORESCO's officers, employees, consultants, or subcontractors in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. Under no circumstances shall NORESCO be liable for claims to the extent such claims are due to the sole negligence or willful misconduct of CITY or CITY Indemnitees. For purposes of this Section 10.2 only, "claims" means any and all claims, demands, actions and suits brought by a party other than CITY for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of CITY's reasonable attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. Notwithstanding the foregoing, to the extent required by California Civil Code section 2782, NORESCO's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of CITY or CITY Indemnitees.

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

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

10.5 Survival; Enforcement. NORESCO's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. NORESCO's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10 shall be a material breach of NORESCO's obligations to CITY under this Agreement.

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

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

.1 Commercial General Liability insurance which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 Business Automobile insurance which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

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

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

11.2 Limits of Insurance. NORESCO shall maintain insurance coverage limits as set forth below:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages which arise out of, pertain to, or relate to NORESCO's obligations under this Agreement.

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

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

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

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

11.4 Deductibles and Self-insured Retentions. NORESCO shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and NORESCO shall also be responsible for payment of any self-insured retentions.

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

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

.2 For any claims related to NORESCO's obligations under this Agreement, NORESCO's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of NORESCO's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that provides thirty (30) calendar days' prior written notice from insurer to CITY for cancellation, modification, or lapse.

The notice shall be provided via certified mail, return receipt requested. NORESO shall require its insurer to modify the applicable policy and all certificates of insurance to delete the word "endeavor" with regard to any notice provisions.

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

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 2 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 2-year discovery period.

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

11.8 Verification of Coverage. NORESO shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall conform to CITY's requirements. NORESO shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, NORESO shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. NORESO shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require blanket policy endorsements affecting the coverage required by these specifications in the event of a Claim.

11.9 Other Insurance Provisions.

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

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

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

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

11.10 Subcontractors. NORESO shall require subcontractors or any other party involved in the Services by NORESO to carry the same insurance as required in this Section 11. NORESO shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. NORESO shall require that no

contract used by any subcontractor, or contract NORESO enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. NORESO shall, upon request, submit to CITY for review, all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Limits on Applicability. This Section 12 shall be applicable to the Parties unless CITY terminates this Agreement under the circumstances described in Section 4.1 in which case NORESO shall keep and maintain ownership of all Work Product.

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

12.3 Ownership.

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

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

.3 NORESO warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. NORESO shall defend, indemnify and hold CITY and CITY Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. NORESO shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, NORESO, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. NORESO's covenants under this Section 12.3 shall survive the expiration or termination of this Agreement.

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

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

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to NORESKO and CITY has entered this Agreement in reliance on NORESKO's skill, competence and experience. NORESKO shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through CITY Representative. CITY's consent to an assignment of rights under this Agreement shall not release NORESKO from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by NORESKO in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. NORESKO may use subcontractors to carry out portions of the Services, but only to the extent disclosed by NORESKO and approved by CITY, and provided that all subcontractors shall be bound by all applicable requirements of this Agreement.

16. SUSPENSION AND TERMINATION.

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

16.2 Termination for Cause by CITY. CITY may terminate this Agreement for cause if NORESKO refuses or fails to timely perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified herein. CITY shall notify NORESKO in writing of the non-performance, and if not promptly corrected within fifteen (15) days (or commenced with correction and diligently continued with the work if the correction cannot

be completed within fifteen (15) days), CITY may terminate NORESKO's right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. If CITY terminates this Agreement under this Section 16.2:

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

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

16.3 Termination for Convenience. Either Party may terminate this Agreement for convenience prior to CITY issuing NORESKO a notice to proceed for the 90% IGA Phase, as described in Section 4.1, upon fifteen (15) days written notice. Following the issuance of a notice to proceed to NORESKO for the 90% IGA Phase, if CITY terminates this Agreement under this Section 16.3, then CITY shall pay to NORESKO the amounts set forth in Sections 4.1, 4.2, or 4.4, as applicable.

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

18. NOTICES. All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: CITY of Buena Park, CA
CITY of Buena Park
6650 Beach Boulevard,
Buena Park, California 90620
Attention: Aaron France, CITY Manager

To NORESKO:
One Research Drive
Suite 400C
Westborough, MA 01581
Attention: Pablo Hernandez, CFO

The individuals referenced above shall be the designated points of contact and representatives of each Party for purposes of this Agreement, and either Party may change the identify of such representative or such address for notices from time to time by written notice to the other Party.

19. REPRESENTATIONS AND WARRANTIES.

19.1 Mutual Representations. Each Party warrants and represents to the other that:

.1 It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, or the ability to enter into contracts with appropriately licensed parties, to execute and deliver this Agreement and perform its obligations hereunder;

.2 Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to NORESCO, its organic instruments and, as to CITY, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;

.3 Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;

.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder; and

.5 The persons executing this Agreement are fully authorized by law to do so.

19.2 City Representations. In addition to the representations in Section 19.1, CITY warrants and represents to NORESCO that:

.1 CITY has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement;

.2 CITY will provide NORESCO with all records in its possession and requested by NORESCO and all information provided shall be, true and accurate in all material respects except as may be disclosed by CITY in writing; and

.3 CITY has not entered into any contracts or agreements for the Facilities with persons or entities other than NORESCO regarding the provision of the Services referenced herein.

19.3. Acknowledgement of Limited Scope. CITY acknowledges and agrees that NORESCO has not acted as a municipal financial advisor to CITY and that CITY has not relied on NORESCO for any matters relating to the financing of the Construction Work, including issuance of any bonds or financing instruments that may be entered into by CITY to pay for the Construction Work.

19.4. NORESCO Representations. In addition to the representations in Section 19.1, NORESO, warrants and represents to CITY that it possesses the skill, experience, qualifications, capacity (financial or otherwise), and/or professional expertise necessary to perform the Work. NORESO acknowledges that CITY relies upon the skill of NORESO, and that of NORESO's staff, personnel, contractors or subcontractors, if any, to do and perform the Services in a skillful, competent, and professional manner, and NORESO and NORESO's staff, personnel, contractors or subcontractors (if applicable) shall perform the Services in such manner. NORESO shall, at all times, meet or exceed any and all applicable professional standards of care or workmanship in performing the Work.

20. MISCELLANEOUS TERMS.

20.1 Publicity. CITY hereby grants to NORESO and its directors, officers, employees, and affiliates (its "Authorized Representatives") authorization to include CITY's name in NORESO's client list.

20.2 Protecting Personal Data. NORESO processes personal data as described in our privacy notices at noresco.com. The Parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA), and take all reasonable commercial and legal steps to protect personal data. If CITY provides NORESO with personal data, CITY will ensure that it has the legal right to do so, including notifying the individuals whose personal data is shared. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

20.3 Privileged and Proprietary Information. NORESO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the Scope of Work shall be considered privileged and proprietary information. CITY shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. CITY shall not disclose such proprietary information without the express written consent of an officer of NORESO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), CITY will provide prompt verbal and written notice to NORESO such that NORESO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that CITY is required to make a filing with any agency or other governmental body, which includes such information, CITY shall notify NORESO and cooperate with NORESO in the event NORESO seeks confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that CITY be permitted to redact portions of such information, as NORESO may designate and if permitted by law, from that portion of said filing which is to be made available to the public.

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

- Exhibit A – Scope of Services
- Exhibit A-1 – Compensation Schedule
- Exhibit A-2 – Guidelines for Measurement & Verification Plan

Exhibit A-3 – Minimum Savings Guarantee

20.5 Time of the Essence. Time is of the essence in respect to all major milestones of this Agreement that specify a time for performance.

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

20.7 Permits and Licenses. NORESCO, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services. Should NORESCO require assistance and/or coordination with CITY to obtain such permits, CITY shall assist NORESCO to the extent reasonably necessary.

20.8 Covenant against Discrimination. In performing this Agreement, NORESCO shall not engage in, nor shall it permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the California Government Code.

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

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

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

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

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

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

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

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

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

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

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

20.20 Force Majeure. Neither Party shall be deemed in default and performance shall be excused, where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a "Force Majeure Event". An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Party Representatives. For purposes of this Section 20.20, "Force Majeure" means: Acts of God; unusually severe weather; wars; terrorist acts; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities,

electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving this Agreement.

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

CITY OF BUENA PARK
a California municipal corporation

NORESCO, LLC

Signature

Signature

Name:

Name:

Title:

Title:

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

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, CITY Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, CITY Attorney

EXHIBIT A

SCOPE OF SERVICES

1. DEFINITIONS. All capitalized terms not defined in this Scope of Services shall have the definition set forth in the body of that certain Agreement for Progressive Design-Build Services between the Parties dated August __, 2024 ("Agreement").

2. GENERAL SCOPE. The Services to be provided by NORESKO shall include those comprehensive assessment, preliminary design, and preconstruction services that are described in this Scope of Services (the "Services") in connection with CITY exploring the feasibility of completing certain energy and water conservation, energy efficiency, energy generation and related energy capital improvements projects at designated CITY-owned facilities.

3. IDENTIFICATION OF FACILITIES. NORESKO shall provide Services for the following "Facilities" owned and operated by CITY:

3.1 City Yard: 6955 Aragon Cir, Buena Park, CA 90620.

3.2 City Hall: 6650 Beach Blvd, Buena Park, CA 90621.

3.3 Police Department: 6640 Beach Blvd, Buena Park, CA 90622.

3.4 Community Center: 6688 Beach Blvd, Buena Park, CA 90621.

3.5 Ehlers Events Center: 8150 Knott Ave, Buena Park, CA 90620.

3.6 William Peak Park: 7225 El Dorado Dr, Buena Park, CA 90620.

3.7 Boisseranc Park: 7520 Dale St, Buena Park, CA 90620.

3.8 Brenner Park: 7401-7413 Ridgeway Dr, Buena Park, CA 90620.

4. PROJECT. NORESKO shall provide Services for the following energy conservation, energy efficiency, energy generation and related energy capital improvements, and water conservation measures (each an "ECM"), at the Facilities as specified:

4.1 Interior and Exterior LED Lighting: Upgrade or replace LED lighting for the interior and exterior of Facilities, with the exception of exterior lighting at the Ehlers Events Center (already complete).

4.2 HVAC Replacements: City Hall, Police Department, William Peak Park, Boisseranc Park, and Brenner Park.

4.3 HVAC Controls: All Facilities.

4.4 EV Charging Stations: City Hall, Police Department, Community Center, Ehlers Events Center, and City Yard. Conduits or charging stations should be planned for fleet charging as well as public interface charging.

4.5 Solar PV Installation: Carport solar PV installations in specified areas of the parking lots at Ehlers Events Center, City Hall, the Community Center, and City Yard, and rooftop solar PV installations at City Hall, Police Department, and City Yard. A timely NEM 2.0 Application to Southern California Edison has been submitted previously on CITY's behalf and NORESKO shall comply with all requirements necessary to maintain CITY's grandfathered NEM 2.0 status. Additionally, NORESKO will explore the addition of battery energy storage systems for incorporation into existing building electrical systems and proposed PV systems.

4.6 Water Conservation Measures: Water conservation measures at the Facilities and in particular William Peak Park, Boisseranc Park, and Brenner Park.

4.7 Other ECMs: NORESO may investigate any other energy conservation measures or improvements at the Facilities believed to be cost effective and consistent with the "Project Goals" defined in Section 4.8, such as mechanical pool equipment upgrades at the Park facilities.

4.8 Project Goals. NORESO will design a Project achieving the following goals and objectives:

.1 Project costs will not exceed \$20,000,000 and be paid from a guaranteed reduction in utility costs, procurement of utility incentives, tax credits or incentives, and/or energy grants, with estimated savings in ongoing utility costs to include assumptions for ongoing maintenance, repairs, and replacement costs over the term of the financing.

.2 Reduce existing energy consumption and peak energy demands at the Facilities.

.3 Reduce existing maintenance and other operational costs of the Facilities.

.4 Upgrade, retrofit, or replace obsolete and/or inefficient systems existing at the Facilities.

.5 Maintain a safe and consistent environment at Facilities that offers reasonable levels of comfort to occupants.

.6 Ensure functionality and compatibility of Project features with existing equipment at Facilities.

.7 Utilize technology to achieve optimum system performance and cost savings at Facilities.

.8 Minimizes financial and technical risks of the Project and Facilities to CITY.

5. ASSESSEMENT, DESIGN, AND PRECONSTRUCTION SERVICES

5.1 General Scope. NORESO shall perform an Investment Grade Audit ("IGA") that includes the following information and activities, the results of which will be presented to CITY in the Final Investment Grade Audit Report ("Final IGA Report") described in Article 5.3.2 of this Scope of Work:

.1 An on-site survey of each Facility and all potential ECMs to be installed at each.

.2 A summary of the historical energy and water use of each Facility. Energy or water use anomalies or high costs per square foot will be evaluated and recommendations will be made.

.3 A thorough description of each recommended ECMs for each Facility, including the following for each ECM: (a) a clear description of the current circumstances and practices; (b) estimates of design and installation costs; (c) efficiency or performance levels and equipment characteristics; d estimates of annual maintenance and replacement costs; (e) estimates of annual energy and cost savings accounting for interaction between different ECMs, and; (f) the useful life of the ECM and any related disposal or extraordinary decommissioning or replacement costs.

.4 A thorough description for how each ECM will be developed, designed, and implemented in a manner that does not compromise space conditions of the Facilities, including for each ECM: (a) how the ECM will modify existing building systems; (b) the ECM's compatibility with existing systems; (c) proper operation & maintenance procedures required to maximize the ECM's savings potential;

and (d) additional or modified Facility operation requirements, if any, necessitated by implementing the ECM. Federal, state, and local laws, regulations and standards will be consulted and incorporated into the design and target levels, and evidence of compliance with applicable laws, regulations and standards will be provided where appropriate.

.5 The Final IGA Report delivered to CITY within 180 calendar days of the date of the Agreement's Effective Date.

5.2 **Detailed Scope:** NORESO shall follow the detailed task list for completing the Final IGA Report, except as an alternative process is otherwise expressly approved in writing and in the sole and absolute discretion of CITY.

.1 **Detailed Task List.** The IGA will be completed in intervals with review milestones at the "50% IGA Phase," "90% IGA Phase," and "Final IGA Report" levels of completion each as described in more detail below.

(a) *50% IGA Phase – Preliminary Review of Facilities and ECMs.*

i. **Collect General Facility Information.** NORESO shall coordinate all Facility visits and work with CITY Representative in advance so as to not interfere with normal CITY operations. NORESO shall collect data and background information from CITY concerning operation and energy and water use for each Facility, including any changes to operation and energy use anticipated within the next five years. NORESO will work diligently to verify accuracy of information provided and to confirm or correct as needed. Where information is not readily available from CITY, NORESO will make a diligent effort to collect such information through inspections, staff interviews, and utility providers. CITY will work diligently to furnish NORESO, upon request, accurate and complete data and information, as available, about the Facilities. CITY will allow NORESO reasonable access to CITY staff to ensure understanding of existing systems and opportunities. Without limiting the foregoing, the following information will be provided by CITY to NORESO, to the extent reasonable feasible, for the 36-month period immediately preceding the Effective Date, with any estimations and/or assumptions made during IGA to be mutually agreed upon to by the Parties:

a. **General Facility Information:** building list with square footage and age (including age of major remodels or additions); Construction data for buildings and major additions including building envelope, window specifications/performance and roof/wall assembly; and general use of facility.

b. **Utility Information:** utility company invoices; most recent energy supply contracts to determine baseline cost analysis.

c. **Sub Meter Information:** historical thermal and electrical sub meter data, if available.

d. **Equipment and Facility Information:** equipment descriptions (all major energy consuming or saving equipment); facility descriptions (any structural or building use changes); past changes (record of any improvements or modifications related to energy or operational efficiencies that have been installed during the past three years); future plans (current or future plans regarding building or equipment modifications; drawings and specifications (drawings, as reasonably available, may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels); original construction submittals and factory data (specifications, pump curves, etc., as reasonably available); floor plans; hazardous materials (inspection, abatement and/or removal records, as applicable).

e. **Facility Operation Information:** occupancy schedules; facility usage information; current energy management procedures; current operational practices; operating engineer logs, maintenance work orders, etc., as available; records of maintenance expenditures on energy-using

equipment, including service contracts; existing issues with comfort levels, controls or equipment reliability; use data loggers and conduct interviews with facility operation and maintenance staff.

ii. *Inventory Existing Systems and Equipment.* For each Facility, NORESKO will conduct a physical inspection and compile an inventory of existing systems and equipment related to the proposed ECMs, and address the following considerations:

a. The loads, proper sizing, efficiencies or hours of operation for each system (where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by CITY).

b. Current operating condition for each system;

c. Remaining useful life of each system;

d. Feasible replacement systems; and

e. Hazardous materials and other environmental concerns.

iii. *Establish Baselines:*

a. *Estimate Baseline Loads*

(i) Estimate loads, usage and/or hours of operation for applicable major end uses of total facility consumption including: lighting, heating, cooling, motors (fans and pumps), plug loads, kitchen equipment, and other major energy using equipment.

(ii) Where loading or usage are highly uncertain (including variable loads such as cooling), NORESKO will use its best judgment, use of existing emergency management control system capabilities for trend data, or measurements from data loggers. NORESKO should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.

b. *Estimate Baseline Usage*

(i) Examine utility supply contracts and utility rate structure applicable to each building.

(ii) If building-specific utility data is not available or useful, provide other means (for example sub meters and/or data loggers) to establish baseline consumption. Establish base year and/or baseline consumption.

(iii) Present base year and/or baseline consumption in terms of energy units (kWh, kW, ccf, Therms, or other units used in bills), in terms of dollars, and in terms of dollars per square foot.

(iv) Describe the process used to determine the base year and/or baseline consumption and demand (averaging, selecting most representative contiguous 12 months, or sampling; sampling may include temporary sub meters or data loggers where needed).

(v) Consult with facility personnel to account for any anomalous schedule or operating conditions on billings or equipment conditions that could skew the base year and/or baseline representation.

(vi) NORESKO will (as best as possible) account for periods of time when equipment was broken or malfunctioning in calculating the base year or baseline definition period.

c. *Reconcile Estimates*: Reconcile annual end-use estimated consumption and demand with the metered data collected during the IGA phase and extrapolated to reflect the annual base year consumption. The purpose of this analysis is to place reasonable “real world” limits on potential savings.

d. *Baseline Adjustments*: Propose adjustments to the baseline for energy saving measures that will be implemented in the future, provided that baseline adjustments must be disclosed and may be made only with advance approval by CITY.

iv. *Evaluate Proposed ECMs*.

a. *Interviews*: Interview the facility manager and a sampling of maintenance staff, subcontractors and occupants of each building regarding: facility operation, including energy management and operating procedures; equipment maintenance problems; comfort problems and requirements; equipment reliability; projected equipment needs; occupancy and use schedules for the facility and specific equipment; facility improvements – past, planned and desired; other project sustainability goals, metrics or standards (i.e. LEED, ENERGY STAR, Net Zero Energy, etc.)

b. *Surveys*: Survey major energy-using equipment necessary to develop the ECMs listed in Article 4 and any other ECMs deemed cost effective following analysis.

c. *Considerations*: Consider the following for each ECM:

- (i) Comfort and maintenance problems;
- (ii) Energy use, loads, proper sizing, efficiencies and hours of operation;
- (i) How the measures work together (i.e. lighting upgrades can introduce less heat which requires less space cooling);
- (ii) Current operating condition;
- (iii) Remaining useful life;
- (iv) Feasibility of system replacement and replacement costs;
- (v) Future plans for equipment replacement or building renovations;
- (vi) Facility operation and maintenance procedures that could be affected; and
- (vii) Capability to monitor equipment or system performance and verify savings.

d. *List ECMs*: Develop a preliminary list of all potential ECMs to be considered for inclusion in the Project. Consider technologies in a comprehensive approach including, but not limited to those measures listed in Article 4 of this Scope of Work.

e. *Evaluate ECMs*:

(i) Estimate the cost, savings, and life expectancy of each proposed ECM and the aggregate Project. CITY acknowledges that preliminary cost estimates are budgetary and are subject to change pending further, more detailed analysis.

(ii) Conduct a preliminary analysis of potential ECMs using life cycle cost analysis and examining the value of non-energy benefits of specific measures.

f. *Present 50% IGA Phase Findings*: Submit the preliminary findings and list of ECMs to CITY as follows:

(i) Discuss how the Project's cost, economics, savings, and financials will meet the Project Goals listed in Article 4.8.

(ii) Discuss assessment of energy use, savings potential, and ECM opportunities.

(iii) CITY shall have the option to reject calculations of savings, potential savings allowed, ECM recommendations, or the entire Project, or to request recalculations of savings, potential savings allowed, or related to project recommendations.

(iv) NORESKO and CITY shall work together cooperatively and in good faith to reach an agreement upon a list of recommended ECM's before proceeding to the 90% Phase.

g. *Construction Contract*: During preparation of the 50% IGA Report, the Parties shall negotiate in good faith the terms and conditions that will be included in a Construction Contract should CITY exercise discretion to authorize NORESKO to perform Construction Work after completing of the Final IGA Report. The terms and conditions to be included in the Construction Contract shall, in addition to any other terms that may be negotiated by the Parties, be consistent with this Agreement, comply with requirements of California law, and include provisions relating to compliance with the City's Community Workforce Agreement.

iv. *Deadline to Complete 50% IGA Phase*. NORESKO will complete the 50% IGA Phase within 90 calendar days of the Effective Date, and thereafter present the associated findings and recommendations to the City Council during a public meeting.

v. *City Council Review and Authorization to Proceed with 90% IGA Phase*. After reviewing the presentation and findings of the 50% IGA Phase, the City Council will, in its sole and absolute discretion, take one of the following actions: (1) continue the matter to a future date certain for continued discussion, deliberation, and action; (2) authorize NORESKO to proceed with the 90% IGA Phase; or (3) decline to pursue the Project and terminate the Agreement pursuant to Section 16.3, in which case no Compensation will be due NORESKO pursuant to Section 4.1.

(b) *90% IGA Phase – Refined Review of Facilities and ECMs*: NORESKO will estimate the cost, savings and life expectancy of each of the recommended ECMs mutually agreed upon by NORESKO and CITY.

i. *Savings Analysis*

a. Follow the methodology of ASHRAE or other nationally-recognized authority following the engineering principle(s) identified for each ECM.

b. Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at each Facility, calculations which account for the interactive effects of the recommended ECMs.

c. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.

d. Provide analysis methodology, supporting calculations and assumptions used to estimate savings.

e. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.

f. For savings estimates using computer simulations, NORESO shall provide program files and all inputs and assumptions used, if requested by CITY.

g. Provide detailed calculations for any utility rate savings proposals.

h. Provide detailed supporting calculations for any proposed maintenance savings.

i. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.).

j. Specify facility operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs.

k. Establish standards of comfort for each building which will be discussed and agreed to by both Parties and included in the IGA report.

ii. *Inflation & Escalation Rates:* Any general inflation rates and/or escalation rates and the calculator used to determine those rates will be pre-approved by CITY. Escalation rates shall be justified and at a minimum based on Department of Energy's Energy Escalation Rate Calculator (EERC). The EERC can be found at the following website: <https://pages.nist.gov/eerc/>. CITY may authorize NORESO to utilize additional resources to further vet escalation values.

iii. *Cost Estimates:* Provide detailed estimates of costs associated with the design, installation, implementation and commissioning of each ECM proposed in the IGA including breakouts for labor, materials, and equipment. Cost estimates will assume compliance with the terms and conditions of the Construction Contract, and markups and fees of NORESO must be consistent with the "Compensation Schedule" in Exhibit A-1 ("*Compensation Schedule*"). Provide estimates of monthly and/or costs associated with sustaining the project performance including breakouts for maintenance fees, measurement and monitoring fees, and training fees.

iv. *Financing Plan:* Provide a preliminary financing plan to pay for the Project, which will be completely financed through a guaranteed reduction in utility costs, operational costs and the procurement of utility incentives and/or grants. The Project (equipment, installation, maintenance, monitoring, and related costs) are expected to be financed through a separate contract with a third-party financier that will generally incur no initial capital costs, with the option for CITY to provide capital if desired, and achieving significant long-term cost savings. Ongoing cost and savings assumptions shall assume costs for maintenance, repair, and replacement of the Project elements. CITY recognizes the Services expressly exclude municipal financial advisor services, and CITY expressly reserves the right to independently review, solicit, and obtain financing for the Project.

v. *Measurement and Verification Plan:* Develop a "Measurement and Verification Plan" that is consistent with the requirements of the "Guidelines for Measurement & Verification Plan" that are set forth in Exhibit "A-3" for each ECM. NORESO will use best industry standards for Measurement and Verification Plan development. At a minimum, international performance measurement and verification protocol (IPMVP) shall be used, and additional standards including Federal Energy Management Program measurement and verification guidelines should be considered.

v. *Commissioning Plan*: Provide a preliminary commissioning plan for each ECM that outlines the design intent, objectives, organization, schedule, documentation requirements, and testing procedures used to commission each ECM.

vi. *Operations and Maintenance Plan*: Develop a preliminary operations and maintenance plan for each ECM. The plan should assume that following the construction phase, NORESKO will monitor project savings, including but not limited to providing an energy savings guarantee following the International Performance Measurement and Verification Protocol (IPMVP). Prior to entering into a contract to construct the Project, NORESKO will present recommendations and annual costs in accordance with the IPMVP to measure and verify the guaranteed savings. CITY shall have sole ability to determine the approach to measurement and verification.

vii. *Training Plan*: Develop a preliminary training plan for the proposed ECMs. The plan should assume that as part of the construction close-out of the Projects, NORESKO will provide training to CITY personnel in the operation and maintenance of the equipment installed; operating and maintenance manuals for all equipment installed or provided; and turn over all warranty information to CITY in CITY's name. At CITY's sole discretion, it may negotiate on-going service maintenance, repair, or replacement contracts for the Project elements with NORESKO or other qualified vendors.

viii. *Deadline to Complete*. NORESKO will complete the 90% IGA Phase within 60 calendar days after CITY's authorization to proceed, and the associated findings and recommendations will be presented to CITY Representative.

ix. *City Review and Authorization to Proceed with Final IGA Phase*. CITY shall have at least 30 calendar days to review and generate comments and questions to NORESKO, and when the 90% IGA Phase is complete to the reasonable satisfaction of CITY, CITY Representative will issue written authorization for NORESKO to proceed with the Final IGA Report.

.2 *Investment Grade Audit Report*: The final Investment Grade Audit Report ("Final IGA Report") will include the following:

(a) *Overview*

i. Contact Information

ii. Executive Summary

iii. Description of the Facilities, ECMs considered, and the analysis, methodology, and results.

iv. Summary table presenting the installation cost and savings estimates for each recommended ECM, as well as the Project as a whole.

v. Summary table of recommended ECMs that shows, itemized for each individual ECM and for the total Project, costs for design and construction, annual maintenance, first-year cost avoidance (in dollars and energy units), simple payback, and equipment service life.

vi. Any cost savings due to changes to utility rates or commodity costs due to changes in metering, commodity procurement, etc.

vii. Summary of annual energy use and costs by fuel type and costs of existing or base year condition.

viii. Calculation of energy and cost savings expected if all recommended ECMs are implemented, and total percentage savings of total facility energy cost for each Facility.

ix. Description of the existing Facilities and their mechanical and electrical systems, but limited to the ECMs selected during the 50% IGA Phase.

x. Summary description of the recommended ECMs, including estimated costs and savings for each as detailed above.

xi. Summary of recommended CITY related actions (i.e. internal occupant energy reduction programs or competitions, plug load reduction measures, etc.)

xii. Discussion of ECMs considered but not investigated in detail.

xiii. Summary of Project benefits beyond energy cost savings (i.e. improvement to building environment, greenhouse gas reduction, etc.). Qualitative at a minimum, quantitative would be best.

xiv. Conclusions and recommendations.

(b) *Baseline and/or base year energy use*

i. Description and itemization of current billing rates, including schedules and riders.

ii. Summary of all utility bills for all fuel types and water.

iii. Identification and definition of base year consumption and description of how established.

iv. Provide detail on baseline adjustments, if any, as approved by CITY.

v. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc.) with base year (include discussion of any unusual findings)

(c) *Written Description of Each ECM Selected:* To include the following:

i. Existing conditions

ii. Description of equipment to be installed and how it would function.

iii. Detailed descriptions for each ECM including analysis method, supporting calculations (submitted in appendices), results, proposed equipment and implementation issues, including a discussion of facility operations and maintenance procedures that will be affected by installation/implementation.

iv. Plan for installing or implementing the recommendation.

v. Discussion of the conclusions, observations and caveats regarding cost and savings calculations.

(d) *Savings calculations*

i. Base year energy use and cost

ii. Post-Project energy use and cost

- iii. Utility rates to be used in savings calculations and guaranteed savings verification reports
- iv. Savings calculations including analysis methodology, supporting calculations and assumptions used.
- v. Annual savings calculations. The cost savings for all ECMs must be estimated for each year during the contract period. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract).
- vi. Savings calculations must be limited to savings allowed by CITY as described above.
- vii. Percent cost-avoidance projected.
- viii. Description and calculations for any proposed rate changes.
- ix. Explanation of how savings interactions between retrofit options is accounted for in calculations.
- x. Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
- xi. If computer simulation is used, include a short description and state key input data and software used. If requested by CITY, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the IGA Report report with documentation that explains how the final savings figures are derived from the simulation program output printouts.
- xii. If manual calculations are employed, formulas, assumptions and key data shall be stated.
- xiii. Conclusions, observations, caveats

(e) *Guaranteed Maximum Price.* A narrative of the construction scope of work and open book pricing model that builds up the cost to a total guaranteed maximum price ("GMAX Price" to complete design and construction of the Project in accordance with the terms and conditions of the Design-Build Construction Contract ("Construction Work"). The GMAX Price shall be the total, not to exceed compensation that will be paid to NORESKO in connection with the Project, including without limitation: all anticipated costs associated with design, procurement of equipment or materials, installation, and construction of the Project; equipment and installation summaries for major mechanical components; detailed lighting fixture counts; subcontractor and material supplier costs, all markups and fees. The GMAX Price shall include and comply with the following:

- i. *Allocation of Work.* The GMAX Price shall be consistent with the markup structure and format presented in the "Compensation Schedule" in Exhibit A-1, and shall clearly designate the portion of the Construction Work (including materials or equipment) that will be self-performed or provided by NORESKO, and those portions that will be completed with the use of subcontractors, suppliers, or other third-party contractors or consultants. All subcontractors, suppliers, or subconsultants shall be

designated, together with the scope and cost of the work to be performed by each, on the standard bid forms provided by CITY.

ii. *Subcontractors.* In awarding construction subcontracts with a value exceeding one-half of 1 percent of the GMAX Price allocable to construction work for the Project, NORESO shall comply with Public Contracts Code section 22185.6(b) which requires:

(a) Public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the local agency, including a fixed date and time on which qualifications statements, bids, or proposals will be due;

(c) Establishing reasonable qualification criteria and standards;

(c) Awarding the subcontract on a best value basis. The process may include prequalification or short-listing;

(d) Subcontractors awarded construction subcontracts must be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1 of the California Public Contracts Code; and

(e) A construction subcontractor licensed pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code that provides design services used on the Project shall not be subject to any liability arising from their design if the construction subcontract for that design is not performed by that subcontractor.

iii. *Open Book Pricing.* CITY shall have the right to review all solicitations or request for bids or quotes issued by or to NORESO, together with all bids or price quotes received from subcontractors or material suppliers, and any other documents or materials in NORESO's possession relating to the process outlined in this Article, which shall be considered an "open book pricing & procurement."

iv. *Review of Subcontractors.* CITY has the right to request a review and/or replacement of any proposed contractor or materials supplier in certain limited circumstances, including in cases of a conflict of interest with CITY, or where CITY has had documented defaults or noncompliance from a particular contractor or supplier, in which case the GMAX Price shall be adjusted to account for the substitute provider.

c. *Updated Project-Related Plans.* To the extent necessary or appropriate, provide updated versions of each of the following based on the and Project described in the Final IGA Report: Financing Plan; Commissioning Plan; Measurement and Verification Plan; Operations and Maintenance Plan; Training Plan.

d. *Guaranteed cost savings.* NORESO shall guarantee to CITY that the Project described in the Final IGA Report will result in energy savings in the amount and for the period of time set forth in the Measurement and Verification Plan. In the event the Energy and Cost Savings achieved during any guarantee year are less than the guaranteed energy and cost savings as defined in the written savings guarantee, which shall be substantially in the form set forth in Exhibit A-4 ("Savings Guarantee"), NORESO shall pay to CITY an amount equal to the shortfall, subject to CITY's compliance with applicable terms and conditions set forth in the Savings Guarantee. If applicable, NORESO shall remit such payments to CITY within forty-five (45) days of CITY's written notice to NORESO requesting payment. NORESO shall also be obligated to remedy the ECM deficiencies causing the shortfall, to the extent reasonably possible, at no cost to CITY. The exception to this are shortfalls that are caused by CITY non-

compliance to practices and standards developed/outlined in the IGA and not followed and Force Majeure Events.

e. *Project Timelines and Narrative.* Provide a narrative or statement indicating the duration of the energy performance contract, duration of any financing contracts, timetables for completing engineering and construction work, and a detailed description of services to be provided during remaining design and construction.

f. Other

i. Discussion of circumstances that Facilities will incur after performance contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify maintenance responsibilities.

ii. Compatibility with existing energy management control and/or building automation systems.

iii. Complete appendices that document the data used to prepare the analyses. Describe how data were collected.

g. *Deadline to Complete Final IGA Report.* NORESO will complete and submit the Final IGA Report within 60 calendar days after City Representative's written authorization to proceed, and as soon thereafter as the matter may be scheduled NORESO will present the Final IGA Report to the City Council during a public meeting.

5.3 Good Faith Negotiating Period. The GMAX Price shall be valid for at least 90 calendar days after presentation to CITY Council, during which time CITY and NORESO shall negotiate exclusively and in good faith in efforts to reach an agreement on the GMAX Price and ECMs to be included in the Project ("Negotiating Period"). At any time during the Negotiating Period, the Parties may amend this Agreement to authorize NORESO to proceed with completing the remaining turnkey design, preconstruction construction, and implementation activities of a Project for the GMAX Price subject to the terms and conditions in the Construction Contract.

5.4 Options After Negotiating Period. After expiration of the Negotiating Period, the Parties may continue negotiations but the GMAX Price may be increased by NORESO to pass through actual documented cost increases in the Project, and City, in its sole and absolute discretion, may solicit proposals from other design-build entities and award a contract to a responding entity for the Project on a best value basis. In such event, the design professionals responsible for the Services on behalf of NORESO shall have sole liability for their design errors and omissions if CITY elects to use their complete and stamped designs with subsequent design build entities or licensed contractors.

EXHIBIT A-1: COMPENSATION SCHEDULE

		MAXIMUM MARKUPS <i>*To be completed before execution of Master Agreement</i>	FINAL PROJECT MARKUPS & TOTAL COSTS <i>*To be completed with Final IGA</i>	
	Project Budget	Percent of Total Project Price	Percent of Total Project Price	Price/Cost
A	Subcontractor Costs (Contractor Costs to ESCO)	N/A		
B	Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)			
C	Total of Hard Costs	N/A	$c = a + b$	
D	Project Development	8%		
E	Design/Engineering	8.25%		
F	Project Management	8.5%		
G	Permits	2%		
H	Performance Bond	1%		
I	Payment Bond/Insurance	1.25%		
J	Commissioning	1.5%		
K	Measurement & Verification	1.5%		
L	Training	2.5%		
M	Contingency	5%		
N	Warranty Service	3.5%		
o	Total of ESCO Fees		$o = \text{sum}(d:n)$	
p	Overhead	14.5%		
q	Profit	5%		
r	PROJECT PRICE SUB TOTAL w/OH &P		$r = C + o + p + q$	

Assumptions for Cost Markup Table Above:

Rows D - N are calculated as a percent of Row C

Row P is calculated as a percent of the sum of Rows C & O

Row Q is calculated as a percent of the Sum of Rows C, O, and P.

NORESCO COMPENSATION STRUCTURE Hourly Rate Table – 2024	
Classification	Rate / Hour
Proposal Administrator	\$103
CAD Technician	\$110
Construction Coordinator	\$103
Associate Engineer, Associate Project Manager	\$117
Energy Engineer, Project Manager, Project Developer	\$140
Energy Engineer 2, Project Manager 2, Project Developer 2	\$157
Commissioning	\$173

M&V Specialist	\$129
Sr. Energy Engineer, Sr. Project Manager, Sr. Project Developer	\$197
Mgr/Dir Construction, Mgr/Dir Engineering, Mgr/Dir Prj Development	\$239
Executive time - VP Construction, VP Project Development, Exec VP	\$295

Annual Fees for Maintenance, Measurement & Verification

<i>First Year Annual Service Fees</i>	<i>Maximum Percent of Annual Savings *completed prior to signing Construction Work Order</i>	<i>Final Annual Service Fee *Determined in the IGA</i>
Measurement & Verification	<i>TBD</i>	
On-going Training	<i>TBD</i>	
Operations & Maintenance	<i>TBD</i>	

EXHIBIT A-2

GUIDELINES FOR MEASUREMENT & VERIFICATION PLAN

A. Plan and Report. A Measurement and Verification ("M&V Plan") will be developed by NORESKO per the most current International Performance Measurement and Verification Protocol ("IPMVP") guidelines for M&V of annual guaranteed savings. The M&V Plan and Report shall be thoroughly reviewed by CITY and its 3rd Party Representative. Energy-related cost savings shall be measured and/or calculated as specified in the savings M&V Plan. Upon acceptance of the Project as complete by CITY, an annual M&V Report shall be provided to CITY for the previous performance year to provide verification of savings. The M&V Report shall be submitted within sixty (60) days of the anniversary of the performance period commencement date.

B. Contents of M&V Plan. The M&V Plan shall include the processes, tables and information set forth in this section in substantially the form provided:

1. Index of Processes and Tables:

- Risk, Responsibility and Performance Matrix.
- M&V Plan and Savings Calculation Methods
- Proposed Annual Savings Overview
- Site Use and Savings Overview
- M&V Plan Summary
- Schedule of Verification Reporting Activities
- Contractual utility rates to be used to calculate annual cost savings
- Proposed Annual Savings For ECM
- Expected Year 1 Savings for ECM

2. Risk, Responsibility and Performance Matrix. NORESKO shall complete and include the following matrix in the M&V Plan to summarize the allocation of responsibility for key items related to M&V:

RISK, RESPONSIBILITY AND PERFORMANCE MATRIX

RESPONSIBILITY/DESCRIPTION	NORESCO PROPOSED APPROACH
1. Financial	
a. Interest rates: Neither NORESKO nor CITY has significant control over prevailing interest rates. Higher interest rates will increase project cost, financing/project term, or both. The timing of the TO signing may impact the available interest rate and project cost.	
b. Construction costs: NORESKO is responsible for determining construction costs and defining a budget. If construction estimates are significantly greater than originally assumed, NORESKO may find that the project or measure is no longer viable and drop it before TO award. In any design/build contract, CITY loses some design control. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.	
c. M&V confidence: CITY shall determine the confidence it requires for the M&V program and energy savings determinations. The desired confidence will be reflected in the resources required for the M&V program, and NORESKO must consider the requirement prior to submission of the final proposal. Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	

<p>d. <u>Energy Related Cost Savings:</u> CITY and NORESO may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. This may include one-time savings from avoided expenditures for projects that were appropriated but will no longer be necessary. Recurring savings generally result from reduced Operations & Maintenance (O&M) expenses or reduced water consumption. These O&M and water savings must be based on actual spending reductions. Clarify sources of non-energy cost savings and how they will be verified.</p>	
<p>e. <u>Delays:</u> Failure to implement a viable project in a timely manner costs CITY in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization). Clarify schedule and how delays will be handled.</p>	
<p>f. <u>Major changes in facility:</u> CITY controls major changes in facility use, including closure. Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.</p>	
<p>2. Operational</p>	
<p>a. <u>Operating hours:</u> CITY generally has control over operating hours. Increases and decreases in operating hours can present as increases or decreases in "savings" depending on the M&V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole building/utility bill analysis). Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change. If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p>b. <u>Load:</u> Equipment loads can change over time. CITY generally has control over hours of operation, conditioned floor area, intensity of use (e.g., changes in occupancy or level of automation). Changes in load can present as increases or decreases in "savings" depending on the M&V method. Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p>c. <u>Weather or Force Majeure Events:</u> A number of energy efficiency measures are affected by weather, or in extreme causes, a force majeure event like an earthquake or natural disaster. Neither NORESO nor CITY has control over the weather or force majeure events. Should CITY agree to accept risk for weather fluctuations Clearly specify how weather corrections will be performed.</p>	
<p>d. <u>User participation:</u> Many energy conservation measures require user participation to generate savings (e.g., control settings). The savings can vary and NORESO may be unwilling to invest in these measures. Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M&V to confirm the capaCITY to save (e.g., confirm that the controls are functioning properly).</p>	
<p>3. Performance</p>	
<p>a. <u>Equipment performance:</u> NORESO has control over the selection of equipment and is responsible for its proper installation, commissioning, and ultimate performance. NORESO has the responsibility to demonstrate that new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency. Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.</p>	
<p>b. <u>Operations:</u> Performance of the day-to-day operations activities (e.g. turning lights on, occupying the facilities, etc.) is negotiable and can impact performance. Clarify which party will perform equipment operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.</p>	

<p>c. Preventive Maintenance: Performance of required maintenance activities including day-day, monthly, and annual activities is negotiable and can impact performance. Clarify how maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., contractor provides maintenance checklist and reporting frequency). Clarify who is responsible for performing preventive maintenance to maintain operational performance throughout the contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.</p>	
<p>d. Equipment Diagnosis, Repair, and Replacement: Performance of diagnosis, repairs, and replacement of NORESO-installed equipment is negotiable between the parties. Clarify who is responsible for performing replacement of failed components or equipment replacement throughout the term of the contract. Specifically address potential impacts on performance due to equipment failure. Specify expected equipment life and warranties for all installed equipment. Discuss replacement responsibility when equipment life is shorter than the term of the contract.</p>	

3. M&V Plan and Savings Calculation Methods Outline. NORESO shall fill in the following tables – “Proposed Annual Savings Overview,” “Site Use and Savings Overview,” “M&V Plan Summary,” “Schedule of Verification and Reporting Activities,” “Proposed Annual Savings for Each ECM” – or provide equivalent information, with the final agreed upon values being included in the M&V Plan:

PROPOSED YEAR 1 ANNUAL SAVINGS OVERVIEW

[Include all applicable fuels/commodities for project, e.g., electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

ECM	Total energy savings (MBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MBtu/yr)*	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
First Year Guaranteed Cost Savings: \$									
<p>Notes *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. MBtu=10⁶ Btu. **If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh).</p>									

SITE USE AND SAVINGS OVERVIEW

	Total energy savings (MBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MBtu/yr)**
Total proposed project savings						
Usage for entire site**						
% Total site usage saved						
Project square footage (KSF)						

Total site square footage (KSF)					
% Total site area affected					
Notes MBtu=10 ⁶ Btu *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh). ***Define usage period. KSF = 10 ³ square feet.					

M&V PLAN SUMMARY

ECM No.	ECM Description	M&V Option Used*	Summary of M&V Plan

*M&V options include A, B, C, and D of the International Performance Measurement and Verification Protocol (IPMVP).

SCHEDULE OF VERIFICATION REPORTING ACTIVITIES

Item	Recommended time of submission	^a CITY's review and acceptance period
Post-Installation Report	30 to 60 days after acceptance	30 days
Annual Report	30 to 60 days after annual performance period	30 days

^aTimes are recommended based on industry practice; modify as needed.

PROPOSED YEAR 1 ANNUAL SAVINGS FOR EACH ECM

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year 1 (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year 1 (\$/yr)	Natural gas use (MBtu/yr)**	Natural gas cost, Year 1 (\$/yr)	Water use (gallons/yr)	Water cost, Year 1 (\$/yr)	Other energy use (MBtu/yr)**	Other energy cost, Year 1 (\$/yr)	Other energy-related O&M costs, Year 1 (\$/yr)	Total costs, Year 1 (\$/yr)
Baseline use													
Post-installation use													
Savings													

(1) Notes

*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.

MBtu = 10⁶ Btu.

**If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh).

D. ECM-Specific M&V Plan and Savings Calculation Methods:

1. NORESO shall develop this section for each ECM:

- Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).

- Specify the M&V guideline and option used from the International Performance Measurement and Verification Protocol (IPMVP).
- Provide an overview of M&V Activities for ECM. Explain intent of M&V Plan, including what is being verified.
- Provide an overview of savings calculations methods for ECM. Provide a general description of analysis methods used for savings calculations.

2. Proposed Energy Savings Calculations and Methodology

- Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- Detail all assumptions and sources of data, including all stipulated values used in calculations.
- Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- Details of any savings or baseline adjustments that may be required.
- Detail energy rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors based on agreed upon escalation factors.
- Detail proposed savings for this energy conservation measure for post-acceptance performance period. Include table outlining the Proposed Annual Savings for Each ECM.

3. Operations and Maintenance Cost Savings

- Provide justification for O&M cost savings, inclusive of calculations, analysis, and sources of data. Describe how savings are generated. Detail cost savings calculations.
- Provide post-acceptance performance period other cost savings adjustment factors.

4. Details of other savings (if applicable)

- Provide justification for cost savings, inclusive of calculations, analysis, and sources of data. Describe how savings are generated. Detail cost savings calculations.
- Provide post-acceptance performance period other cost savings adjustment factors.

5. Post-Installation M&V Activities - Describe the intent of post-installation verification activities, including what will be verified.

- Describe variables affecting post-installation energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, (i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.)
- Define key system performance factors characterizing the post-installation conditions such as lighting intensities, temperature set points, etc.
- Define requirements for CITY witnessing of measurements if different than whole project data requirements.
- Detail data analysis to be performed.
- Provide details of post-installation data to be collected, including:
 - Parameters to be monitored:
 - details of equipment to be monitored (location, type, model, quantity, etc.);
 - A sampling plan, including details of usage groups and sample sizes;
 - Duration, frequency, interval, and seasonal or other requirements of measurements;
 - Monitoring equipment to be used, including installation requirements for monitoring equipment;
 - Calibration requirements/procedures;
 - Expected accuracy of measurements/monitoring equipment;
 - Quality control procedures to be used;
 - Form of data to be collected (.xls, .csv, etc.); and,
 - Sample data collection forms (optional).

6. Post-Acceptance Performance Period Verification Activities

- Describe variables affecting post-acceptance performance period energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.
- Define key system performance factors characterizing the post-acceptance performance period conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.
- Describe the intent of post-acceptance performance period verification activities – what will be verified.
- Provide detailed schedule of post-acceptance performance period verification activities and inspections.
- Define requirements for CITY witnessing of measurements if different than whole project data requirements.
- Detail data analysis to be performed.
- Provide details of post-acceptance performance period data to be collected, including:
 - Parameters to be monitored;
 - Details of equipment to be monitored (location, type, model, quantity, etc.);
 - A sampling plan, including details of usage groups and sample sizes;
 - Duration, frequency, interval, and seasonal or other requirements of measurements;
 - Monitoring equipment to be used, including installation requirements for monitoring equipment;
 - Calibration requirements/procedures;
 - Expected accuracy of measurements/monitoring equipment;
 - Quality control procedures to be used;
 - Form of data to be collected (.xls, .cvs, etc.); and,
 - Sample data collection forms (optional).
- Define O&M and repair reporting requirements. Detail verification activities and reporting responsibilities of CITY and contractor for operations and maintenance items.
- Define reporting schedule.

E. Annual Fees for Maintenance, Measurement & Verification

<i>First Year Annual Service Fees</i>	<i>Maximum Percent of Annual Savings *completed prior to signing Master Agreement</i>	<i>Final Annual Service Fee * Determined in the IGA</i>
Measurement & Verification	TBD	
On-going Training	TBD	
Operations & Maintenance	TBD	

Exhibit A-3

MINIMUM SAVINGS GUARANTEE

1. DEFINITIONS

When used in this Guarantee, the following capitalized words shall have the meaning ascribed to them below:

“Baseline Period” is the period of time that defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

“Baseline Usage” is the calculated energy usage of the Facilities prior to the implementation of the ECMs.

“Baseline Demand” is the calculated energy demand of a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through building occupancy, energy end-use survey and plug load surveys of the Facilities.

“Cumulative Excess Verified Savings” is the total amount of Excess Verified Savings based on the results of the Measurement & Verification Plan in the Guaranteed Savings Reconciliation Report carried over to subsequent Guaranty Periods.

“Energy and Operational Cost Avoidance Guarantee Practices” are those practices identified in The Schedule of Savings, intended to achieve avoided costs in energy and/or operating expenses.

“Energy Costs” may include the cost of electricity and fuels to operate HVAC equipment, cogeneration system, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

“ECM” the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment B.

“Excess Verified Savings” is the amount of Verified Savings minus Guaranteed Savings in a Guaranteed Period.

“Facilities” shall mean those described in Attachment A.

“First Guarantee Period” is defined as the period beginning on the first (1st) day of the month following the effective date of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the CITY and ending on the day prior to the first (1st) twelve-month anniversary thereof.

“Guarantee Period” is defined as the First Guarantee Period and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Guarantee.

“Guaranteed Cost Savings” is defined as the amount of avoided Energy and Operational Costs guaranteed to the CITY in each Guarantee Period. This does not include excess savings or the Cumulative Verified Savings.

“Guaranteed Savings Reconciliation Report” is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

“IPMVP” shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“Measurement and Verification Plan” (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

“Operational Costs” shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment as defined for each ECM in Section 4, Schedule of Values.

“Term” shall be one (1) calendar year from acceptance, provided that the Term shall automatically renew for successive one (1) year terms unless and until terminated by CITY.

“Verified Cost Savings” is the defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in each Guarantee Period as a result of the ECMs provided by NORESO. This does not include excess savings from previous or subsequent guarantee periods.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee shall commence on the first (1st) day of the month following the effective date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the CITY and shall terminate at the end of [FULL FINANCING TERM] years unless terminated earlier by CITY as provided for herein.

2.2 Guarantee Termination. Should this Guarantee be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be null and void.

3. COST SAVINGS GUARANTEE

3.1 Guaranteed Cost Savings: The following table lists the amount of Guaranteed Savings resulting from the ECMs to be installed by NORESO.

Year	Energy & Water Savings \$ Amount	Resiliency/Renewable Energy	Operation & Maintenance Savings & Smart Cities \$ Amount	Total Savings \$ amount

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CITY and as calculated through the Measurement & Verification Plan that result from activities undertaken by NORESO prior to Final Acceptance accrue to the benefit of the CITY and may not be applied to the Verified Savings for the First Guaranty Period and any subsequent Guarantee Period after.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings for such Guarantee Period equals or exceeds the Guaranteed Savings for such Guarantee Period.

3.1.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, NORESO shall compensate CITY the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days. At NORESO's sole discretion, NORESO shall also be obligated to (1) remedy the ECM deficiencies causing the shortfall at no cost to the CITY or (2) continue to compensate the CITY for savings shortfalls.

3.2 Savings Reconciliation Documentation. NORESO will provide CITY with a Guarantee Savings Reconciliation Report after each Guarantee Period within 60 days. CITY will assist NORESO in generating the savings reconciliation report by providing NORESO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. CITY will also assist NORESO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESO to generate the said report. Data and calculations utilized by NORESO in the preparation of its Guarantee Savings Reconciliation Report will be made available to CITY, along with such explanations and clarifications as CITY may reasonably request.

3.2.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, CITY will have forty-five (45) days to review the Guarantee Savings Reconciliation Report and provide written notice to NORESO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by the CITY.

3.2.2 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by NORESO that may be negotiated with CITY at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in CITY operating schedules and usage patterns, changes in CITY loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by CITY, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan will be utilized.

3.2.3 Activities and Events Adversely Impacting Savings. CITY must promptly notify NORESO of any activities known to CITY, which adversely impacts NORESO's ability to realize the Guaranteed Savings and NORESO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESO's reasonable control.

3.2.4 Guarantee Adjustment. NORESO's Guaranteed Savings obligations under this Guarantee are contingent upon: (1) CITY following the operations and maintenance requirements for the ECMs in accordance with the Design-Build Construction Contract between the Parties; (2) no alterations or additions being made to the ECMs by the CITY without prior notice and written agreement of the Parties; (3) CITY sending all current utility bills to NORESO within two (2) weeks after receipt; and (4)

NORESCO'S ability to render services not being impaired by circumstances beyond its control. To the extent that the CITY defaults or fails to perform fully any of its obligations under this Guarantee, NORESO may, in its sole discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESO has first provided the CITY with written notice of CITY's default(s) or failure(s) to perform and CITY has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice.

3.2.5 Energy Rates. TO BE DETERMINED.

4. MEASUREMENT & VERIFICATION PLAN

4.1 Measurement and Verification. NORESO and the CITY agree that the Verified Savings will be determined using the following Measurement and Verification Plan. Through this plan, the Guaranteed Savings generated by the ECMs installed in the Facilities in accordance with the Final IGA Report, as may be amended the Parties.

Measurement & Verification Plan: NORESO and the CITY agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section and in the Investment Grade Audit. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the latest version of the IPMVP. The objective of the plan is to quantify the actual electrical and fossil fuel and compare those to the specific Baseline Usage for each Facility, the difference of which is the Verified Savings.

During the term of the Guarantee, NORESO will make adjustments to energy savings due to changes in building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost and rate structures will be used in the Final IGA Report as a basis for determining the utility unit costs to be used during the performance period to determine the cost savings.

4.2 M&V Descriptions: TO BE DETERMINED AND INCORPORATED FROM FINAL IGA.

AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH TSG ENTERPRISES, INC. DBA THE SOLIS GROUP FOR THE ADMINISTRATION OF THE COMMUNITY WORKFORCE AGREEMENT (CWA)

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4F
Presented By	Prepared By
Frances Capistrano, Management Analyst	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve Amendment No. 2 to Professional Services Agreement No. 22-22 with TSG Enterprises, Inc. dba The Solis Group, in the amount of \$200,000 to administer the City's Community Workforce Agreement (CWA); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and the City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On March 8, 2022, the City Council approved a CWA between the City of Buena Park and the Los Angeles and Orange Counties Building and Construction Trades Council and the Signatory Craft Council and Unions ('Unions') with a five-year term effective July 1, 2022.

On June 28, 2022, the City Council approved an agreement with The Solis Group for CWA administration services from July 1, 2022 to August 31, 2023, in a not-to-exceed amount of \$65,381.

On August 8, 2023, the City Council approved an amendment to the Professional Services Agreement 22-22 with the Solis Group for CWA Administration services from September 1, 2023 to August 31, 2024, in a not-to-exceed amount of \$80,000.

DISCUSSION

The Public Works Department has retained The Solis Group as the CWA Administrator since July 1, 2022. Since it went into effect, City projects subject to the CWA that have entered and/or concluded the construction phase include:

- FY 2022-23 Sewer Main Lining Project
- FY 2022-23 Annual Pavement Rehabilitation Project

- Sewer Upsizing on Brenner Avenue Project
- Whitaker School Park Project
- Orangethorpe Rehabilitation Project
- Phase 2 Trail Improvements SCE Corridor Project
- Various Parks ADA Improvements
- Peak & Boisseranc Park Pool

During this time, The Solis Group has enforced the requirements of the CWA, facilitated communication between the City, its contractors, and the Unions, and ensured the satisfaction of all parties in regards to the CWA during the construction phase of each project. The Public Works Department desires to amend PSA 22-22 with The Solis Group for an additional three years.

The City Attorney has reviewed the proposed amendment.

BUDGET IMPACT

The amendment is in a not-to-exceed amount of \$200,000. The cost of CWA Administration services was considered in preparing the FY 2024-25 Adopted Budget and incorporated into each applicable CIP account. Similarly, it will be factored into the budgets for future fiscal years. Monthly invoices from the consultant will reflect changes on a per-project basis, and will be charged to the respective project account.

Attachments

[Amendment 2 - Solis Group \(CWA Administration\).pdf](#)
[PSA 22-22.pdf](#)

**AMENDMENT # 2 TO
PROFESSIONAL SERVICES AGREEMENT NO. 22-22**

This Amendment No. 2 to Professional Services Agreement No. 22-22 ("Amendment No.2") is dated as of September 1, 2024 ("Effective Date"), and is between the City of Buena Park, a California municipal corporation ("CITY") and TSG Enterprises, Inc. dba The Solis Group, a California Corporation ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties previously entered into that certain Professional Services Agreement No. 22-22, dated July 1, 2022 (the "Agreement"), pursuant to which CITY contracted with CONSULTANT to provide administration and support services in connection with the CITY's Community Workforce Agreement, as such "Services" are more specifically defined in the Agreement;

WHEREAS, the Parties previously entered into an Amendment to the Agreement dated September 1, 2023 ("Amendment No. 1") for purposes of extending the term of the Agreement to August 31, 2024, and updating the Compensation to be paid Consultant during the extended term;

WHEREAS, the Parties now desire to extend the term of the Agreement for an additional three (3) years and update the Compensation to be paid Consultant during said extended term, upon and subject to the terms and conditions set forth in this Amendment No. 2.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated as a material part of this Amendment.
2. **EFFECTIVE DATE.** This Amendment No. 2 shall take effect upon the Effective Date first set forth above.
3. **TERM.** Section 4.0 of the Agreement (TERM) is hereby deleted in its entirety and replaced with the following:

4.0 TERM. The term of this Agreement shall commence on September 1, 2024, and shall remain in full force and effect until August 31, 2027, unless sooner terminated as provided in Section 10 of this Agreement..

4. **COMPENSATION.** Section 5.0 of the Agreement (COMPENSATION) is hereby deleted in its entirety and replaced with the following:

5.0 COMPENSATION. Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for Services rendered during the term of Amendment No. 2 based on the hourly rates set forth in *CONSULTANT'S PROPOSAL* dated July 30, 2024 and attached as Exhibit "A" to Amendment No. 2. The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that may be paid to CONSULTANT during the aggregate term of Amendment No. 2 is **\$200,000.00**. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A to

Amendment No. 2 or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

5. **NEW EXHIBIT A.** Exhibit A to this Amendment No. 2 is expressly incorporated and made a part of this Amendment No. 2 by this reference, and said Exhibit A shall supersede and replace Exhibit A to Amendment No. 1 and Exhibit A to the Agreement to the extent of any conflict in the terms of conditions of the same.
6. **INCORPORATION.** Except as expressly amended herein this Amendment No. 2, all other terms and provisions of the Agreement as modified by Amendment No. 1 shall govern this Amendment No. 2 and remain in full force and effect, being deemed incorporated fully herein by this reference.

CITY OF BUENA PARK
a California Municipal Corporation

TSG Enterprises Inc. dba The Solis
Group, a California Corporation

BY: _____
Aaron France, City Manager

Mike Komsky, Chief Operating Officer

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney



Headquarters
3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

July 30, 2024

Frances Capistrano, Management Analyst
City of Buena Park
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

RE: Proposal to Extend CWA Administration Services

Dear Frances Capistrano:

Please accept this written request for The Solis Group to continue providing CWA Administration Services to the City.

We propose a budget of **\$200,000** for the period of September 1, 2024 through August 31, 2027 based on the City's portfolio of capital projects and our ongoing level of effort. The attached rate sheet will govern our billable rates for the agreement term.

We appreciate the continued opportunity to serve the City. If you have any questions regarding this request, please feel free to contact me.

Sincerely,

Mike Komsky
Chief Operating Officer

Attachment

The Solis Group (TSG) Standard Rate Schedule

TSG's rates cover all direct labor, overhead, fringe benefits and profit, and expenses such as travel (mileage, parking, etc.) and communication (postage, reports, telephone, etc.). Our standard billing rates are presented in the table below.

TSG Standard Rate Schedule						
	2024	2025	2026	2027	2028	2029
Principal	NC	NC	NC	NC	NC	NC
VP/Ops	\$220	\$225	\$225	\$230	\$230	\$235
Senior Project Manager	\$185	\$190	\$190	\$195	\$195	\$200
Project Manager 2	\$174	\$179	\$179	\$184	\$184	\$189
Project Manager 1	\$149	\$154	\$154	\$159	\$159	\$164
Senior Analyst	\$122	\$126	\$126	\$130	\$130	\$134
Analyst	\$111	\$115	\$115	\$118	\$118	\$121
Site Interviewer	\$103	\$106	\$106	\$110	\$110	\$114

Project Specific Pricing Methodology

We develop project-specific cost estimates by service (i.e., Labor Compliance Administration, PLA Administrator Services, etc.) based on the following factors:

- Construction Value
- Planned Construction Duration
- Number of Prime contracts to be monitored
- Estimated number of subcontracts to be monitored

Utilizing actual staff hours required to perform on similar past work, we develop estimates of the total average monthly staff hours necessary to provide monitoring for projects of similar size, duration, and construction team composition. We issue monthly invoices for a lump-sum amount calculated as the total fixed-fee for the project, divided by the sum of the planned construction duration plus two months for closeout activities. If actual construction activities continue beyond the planned end of construction, we will continue providing all services for the monthly lump-sum fee.

PROFESSIONAL SERVICES AGREEMENT

NO. 22-22

DATE: July 28, 2022

PROJECT: Community Workforce Agreement Administration

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: Mina Mikhael
Title: Interim Director of Public Works
Telephone: (714) 562-3679

Mailing Address: 6650 Beach Boulevard
P.O. Box 5009
Buena Park, CA 90622-5009

THE CONSULTANT TSG Enterprises, Inc dba The Solis Group
Name of Business

Representative: Name: Jeremy Turner
Title: Senior Project Manager
Telephone: 626 685 6989

Address:

Mailing Address: 3452 E. Foothill Blvd. Suite 200
Pasadena, CA 91107

TERM OF SERVICE:

Commencement Date: July 1, 2022

Completion Date: August 31, 2023

CONTRACT AMOUNT: \$65,381.00

APPROVED BY: (☒) City Council (☐) City Manager (☐) Director of Public Works

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

This Professional Services Agreement ("Agreement") is dated July 1, 2022, and is between **TSG Enterprises, Inc dba The Solis Group**, (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform the following services: Administer and coordinate its Community Workforce Agreement (CWA) (Exhibit C) and support the efforts of the City, awarded contractors, and subcontractors of all tiers to administer and facilitate the enforcement of the obligations of the CWA on covered project work (collectively, the "Project").

B. The CONSULTANT is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *REQUEST FOR PROPOSAL* attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Exhibit A.

4.0 TERM. The term of this Agreement shall commence on July 1, 2022, and shall remain in full force and effect until August 31, 2023, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for the term of this Agreement based on the hourly rates set forth in the *CONSULTANT's PROPOSAL*, attached hereto as Exhibit "B." The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement is **\$65,381.00**. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

7.0 STANDARD OF SKILL. The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and 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 this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are

intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for COVID-19: As between the CONSULTANT and the CITY, the CONSULTANT expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONSULTANT'S indemnification obligations hereunder expressly include any and all claims loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to COVID-19 or any variants and the CONSULTANT'S services under this Agreement.

9.1 Indemnity for Professional Services. To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

9.3 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

10.0 TERMINATION OF AGREEMENT. The CITY may terminate this Agreement at any time during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

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

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1).

(c) Workers Compensation insurance as required by the State of California, and Employer's Liability insurance.

(d) Errors and Omission liability insurance.

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

(a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(d) Errors and Omission liability: \$2,000,000 per claim, with an extended reporting period of not less than three years.

12.3 Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At the CITY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.4 Required Endorsements. Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 12.0, the CITY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0).

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

(3) Restrict coverage to the "Sole" liability of the CONSULTANT; or

(4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Project, this Agreement or the services performed under this Agreement, the CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by the CITY. Any insurance or self-insurance maintained by the CITY or any of the Additional Insureds, shall be in excess of the CONSULTANT's insurance and shall not be called upon to contribute with it.

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the CITY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an

additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

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

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

(c) The CONSULTANT warrants and represents that it has secured all necessary

licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign

another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Project. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

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

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

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

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

15.10 When Rights and Remedies Not Waived. In no event shall the making by the CITY of any payment to the CONSULTANT 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 CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement

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

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

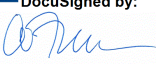
15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

CITY OF BUENA PARK

a California municipal corporation

DocuSigned by:

A60CA453C3B349B...


Signature

Name: Aaron France

Title: City Manager


CONSULTANT*

TSG Enterprises, Inc. dba The Solis Group
Name of Business

DocuSigned by:

80F6EA379B194C6...
Signature

Name: Elvira Elizabeth Diez Solis

Title: CEO


DocuSigned by:

80F6EA379B194C6...
Signature

Name: Elvira Elizabeth Diez Solis

Title: CEO

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

DocuSigned by:

13BEAF475C114B7...
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

2E902860CD7A460...
Christopher G. Cardinale, City Attorney



City Council Regular Meeting Agenda Report

DONATION OF A POLICE VEHICLE TO THE RIO HONDO POLICE ACADEMY IN LOS ANGELES COUNTY

Authorize the donation of one police vehicle to the Rio Hondo Police Academy in unincorporated Whittier, Los Angeles County, California, pursuant to Buena Park Municipal Code 3.28.150(D).

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G
Presented By	Prepared By
Frank Nunes, Chief of Police	Frank Nunes, Police Chief
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Authorize the donation of one police vehicle to the Rio Hondo Police Academy in unincorporated Whittier, Los Angeles County, California, pursuant to Buena Park Municipal Code 3.28.150(D), under the Rio Hondo College Foundation.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Buena Park Fleet Services recently acquired new Ford Explorers to replace police vehicles that have reached their lifespan (4 years or 100,000 miles). Vehicle 23-13 (50-1864), a 2013 Dodge Charger, VIN: 2C3CDXAT1EH198906, has over 140,000 miles, has surpassed its lifespan, and needs replacement.

Buena Park Police Department staff recommends donating the decommissioned vehicle (Vehicle 13) to the Rio Hondo Police Academy, so they can utilize the vehicle during their scenario-based police recruit training. The vehicle has exceeded its life expectancy and will no longer be in the fleet. The Police Department consulted with the Public Works Department, and they, too, concur with donating the vehicle. All city decals will be removed from the vehicle before being donated to the Rio Hondo College Foundation.

The Rio Hondo College Foundation (Tax ID # 95-4367487) will add its own decals and use the vehicle at the Police Academy for scenario-based training.

Buena Park Municipal Code 3.28.150(D) allows surplus property to be donated to any agency or entity exempt from federal income tax. Staff recommends donating this vehicle to the Rio Hondo College Foundation.

BUDGET IMPACT

There is no direct budget impact. However, this donation will impact the opportunity cost of receiving fair market auction value in the range of \$5,000.

Attachments

[Rio Hondo Police Academy Request Letter with Tax Exemption Identification Number.pdf](#)



April 29, 2024

Chief Frank Nunes
Buena Park Police Department
6640 Beach Blvd.
Buena Park, California 90621

Dear Chief Nunes,

Currently, we are having difficulty maintaining our current fleet of Rio Hondo Police Academy patrol vehicles due to age and continued use over the last several years. As a result, we're currently looking for any police patrol vehicles that was in the process of being retired out and replaced by police departments in Los Angeles or Orange County.

It was recently brought to my attention that Buena Park Police Department might be in the process of replacing their patrol vehicles. If in fact you are going to replace any vehicles in your patrol fleet, please consider donating a vehicle to the Rio Hondo Police Academy for use in our academy training program.

The donation process at Rio Hondo College is quite simple. All donations simply go through our ***Rio Hondo College Foundation (Tax ID # 95-4367487)*** and are distributed appropriately and legally to a college program or division. Please let me know if you might have a vehicle or two you might consider donating to the Rio Hondo Police Academy. Thank you for your consideration and thank you for your continued support of the Rio Hondo Police Academy.

Sincerely,

Walter Allen III, Director
Rio Hondo Police Academy
Rio Hondo College

BOARD OF TRUSTEES

MARILYN FLORES, Ph.D.
Superintendent/President

ANAIS MEDINA DIAZ
President

OSCAR VALLADARES
Vice President

ROSALVA LOMELI
Clerk

VICKY SANTANA
Member

KRISTAL OROZCO
Member



APPROVAL OF CITY RESPONSE TO 2023-2024 ORANGE COUNTY GRAND JURY REPORT ENTITLED "TALKING TRASH: RECYCLABLES AND ORGANIC WASTE"

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	CONSENT CALENDAR Item: 4H
Presented By	Prepared By
Jessica Fewer, Senior Management Analyst	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve the City's response to the 2023-2024 Orange County Grand Jury report entitled, "Talking Trash: Recyclables and Organic Waste."

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Each year, a new Orange County Grand Jury is impaneled to investigate and report on both criminal and civil matters in the County of Orange. The civil or "watch dog" responsibilities of the body include the examination of all aspects of County government, including special districts, to ensure that the County is being governed honestly and efficiently. During the 2023-2024 session, several topics were investigated, including a report that require responses for the City within 90 days of the report release date (Attachment1):

- Talking Trash: Recyclables and Organic Waste (report released June 11, 2024)

Staff has drafted responses to both reports in conjunction with the City Attorney (Attachment 2). With City Council approval, staff will submit the responses to Presiding Judge of the Superior Court, Maria D. Hernandez, by the required deadline. This is the third response required by the 2023-2024 Orange County Grand Jury. The first set of responses was approved by the City Council on July 23, 2024 and forwarded to the Grand Jury.

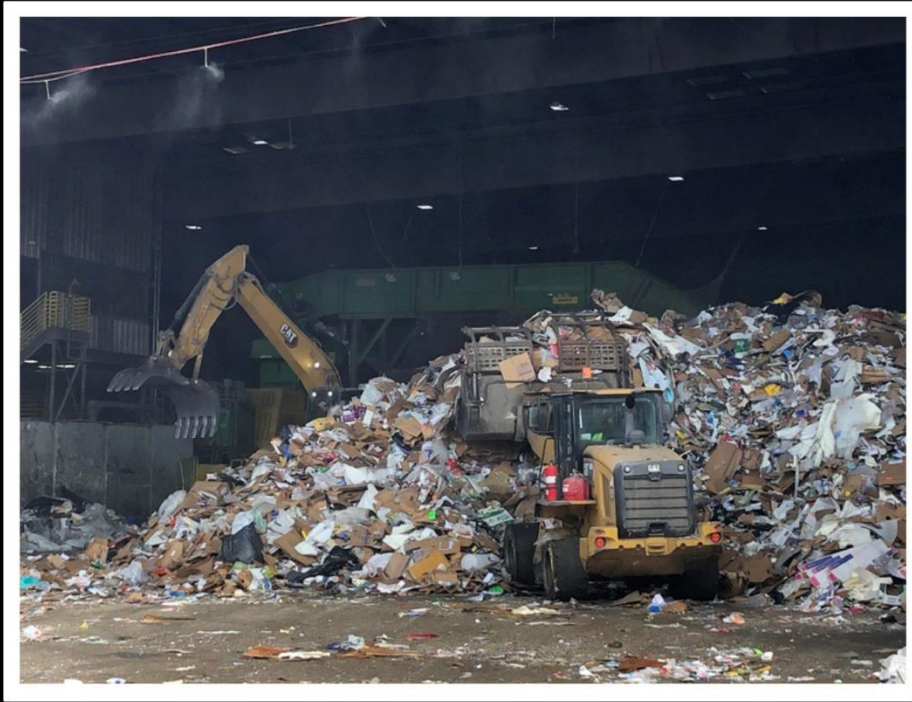
BUDGET IMPACT

There is no direct budget impact with the approval of these items.

Attachments

[Talking_Trash_Recyclables_and_Organic_Waste.pdf](#)

[2024.08.13 Grand Jury Responses - Talking Trash Recyclables Organic Waste FINAL.pdf](#)



Talking Trash: Recyclables and Organic Waste



GRAND JURY 2023-2024

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SUMMARY

In 2016, the State of California enacted Senate Bill (SB) 1383, requiring counties, cities, and other organizations responsible for waste collection to coordinate with their residents to divert organic waste, including food scraps, from the landfill waste disposal stream. Another provision makes jurisdictions responsible for procuring a quantity of the recovered organic waste products resulting from the diversion. The 2023-2024 Orange County Grand Jury (OCGJ) investigated how Orange County jurisdictions are complying with the requirements and goals of SB 1383 that impact single-family residential units.

The investigation revealed that the approaches to meeting SB 1383's requirements vary greatly from jurisdiction to jurisdiction. The majority of Orange County jurisdictions have not yet distributed residential waste containers that meet the SB 1383 standardization requirements, leaving outdated labeling/embossing in place. Education and outreach have not yet taken place at all in some jurisdictions. Even when information has been disseminated in other jurisdictions, the methods disproportionately favor intermittent paper mailings. Also, the State's unrealistic targets for the procurement of recycled organic waste products do not account for a jurisdiction's population density or geographic size, which frequently makes them extremely difficult to meet.

The local enforcement stage of SB 1383 started on January 1, 2024. However, the majority of Orange County jurisdictions are unlikely to meet the SB 1383 targeted seventy-five percent reduction in the amount of organic waste sent to landfills by January 2025.

The OCGJ concludes there is a clear need to improve education and outreach efforts, develop enforcement mechanisms and processes, and to coordinate and collaborate among all jurisdictions to collectively address the challenges and to achieve the goals and targets of SB 1383.

BACKGROUND

Organic waste comprises more than a third of the waste stream in California and includes green waste, wood, food waste, and fibers such as paper and cardboard. When left to decompose in landfills, organic waste releases large amounts of methane gas which is harmful to the environment (CalRecycle, 2024). In September 2016, SB 1383 set reduction targets in a statewide effort to reduce emissions of Short-Lived Climate Pollutants (SLCP) including methane. Simply put, this required all statewide jurisdictions to implement mandatory organic waste collection and recycling to divert organic waste from landfills. Another key benefit of the diversion of organic and other recyclable material from landfills is the preservation of overall landfill capacity.

In 2014, the State conducted random sampling of twenty-six landfills, Material Recovery Facilities (MRF), and Transfer Stations located in twenty-one of California's fifty-eight counties (none in Orange County). The results were used to establish the baseline for

the required reduction in organic waste destined for landfills. SB 1383 then set goals to reduce organic waste sent to landfills below the 2014 baseline by fifty percent no later than January 1, 2020, and seventy-five percent by January 1, 2025. However, despite the law's requirements, the amount of organic waste sent to landfills statewide actually increased by twenty-three percent above the 2014 baseline (Little Hoover Commission, 2023).

SB 1383 requires all jurisdictions to memorialize the bill's requirements in their municipal codes and ordinances no later than January 1, 2022. One of the results of these changes is that each jurisdiction had to amend or renegotiate their waste haulers' franchise agreements to incorporate the new requirements.

In accordance with SB 1383, as of January 1, 2024, all jurisdictions (and therefore all waste producers) will be subject to enforcement, including monetary fines. While SB 1383 has a myriad of requirements for commercial as well as residential waste producers, the OCGJ narrowed its investigation to the impacts associated with local jurisdiction compliance with SB 1383 on Orange County residents. This report focuses on the specific requirements associated with SB 1383, the local actions taken so far to meet those requirements, the success of those actions and how they are measured, local agency outreach and education efforts, and the challenges that remain for the County of Orange and the county's thirty-four cities.

REASON FOR THE STUDY

The organics diversion mandate under SB 1383 began to take effect in California on January 1, 2022. This means that jurisdictions in California were required to implement programs for the separation and diversion of organic waste, including food scraps, from landfill disposal. The actual enforcement of this requirement started on January 1, 2024. The OCGJ's intent was to take a closer look at how Orange County jurisdictions are responding to this mandate, their successes and challenges, and the impact of this new requirement on the Orange County residents.

The OCGJ initially focused on two questions:

- What actions have Orange County jurisdictions taken to implement organics collection for their residential customers, and how do they measure the success of these actions?
- Given that one key to the success of SB 1383 is public participation, have local jurisdictions conducted sufficient outreach and education?

While investigating the answers to these questions, the OCGJ discovered additional information about Orange County recycling and waste management that is notably relevant to this topic and is included in this report.

METHOD OF STUDY

The OCGJ toured several local waste facilities, including:

- The Frank R. Bowerman landfill in Irvine, owned by the County of Orange and managed and operated by OC Waste & Recycling (OCW&R). This enabled the OCGJ to gain a better understanding of the refuse collection and disposal process.
- The MRF operated by Rainbow Environmental Services, located at 17121 Nichols Lane in the city of Huntington Beach. This facility was previously decommissioned then reopened on short notice when the newer Anaheim MRF was destroyed by fire in February 2022.
- The MRF operated by Waste Management, located at 2050 North Glassell Street in the city of Orange. This tour allowed the OCGJ to gain information on the operation of a newer, larger MRF.

The OCGJ reviewed SB 1383 and related documents, training videos, public meeting recordings, and presentations available on the CalRecycle website.

The OCGJ reviewed online publications from various organizational and media sources related to trash hauling and general operations of the waste and recycling industry and conducted fourteen interviews with representatives from the waste industry, local jurisdictions, and the State's enforcement agency.

The OCGJ also disseminated a nine-question survey to each of the thirty-four Orange County cities and the County to obtain their perspectives on local implementation of SB 1383. Follow-up interviews were conducted with representatives of the same ten cities included in the 2019-2020 OCGJ report "OC Recycling: Doing it the Right Way" and the County for additional insight into each jurisdiction's implementation of, and compliance with, SB 1383's requirements.

The OCGJ utilized the same sampling of ten cities as well as the County of Orange (for its unincorporated areas) because they represent different geographical areas of the county (from Brea in the north to Dana Point in the south) and reflect a variety of larger cities by population and/or land area (e.g., Santa Ana, Irvine) and some that are smaller (e.g., Buena Park, Mission Viejo).

Individual members of the OCGJ also observed the types and colors of carts, their labeling, and their contents at various locations throughout the county. These observations were documented via photographs to illustrate dissimilar details and nuances among jurisdictions and haulers.

INVESTIGATION AND ANALYSIS

Overview of SB 1383

SB 1383 set ambitious targets for reducing organic waste disposal in landfills from the 2014 baseline: fifty percent by January 2020 (which was not met), and seventy-five percent by January 2025. Organic waste comprises more than half the waste stream in California and includes green waste, wood, food waste, and fibers such as paper and cardboard. When left to decompose in landfills, organic waste releases large amounts of methane gas. The overall goal of the bill is to reduce greenhouse gas emissions by at least four million metric tons per year by 2030 by requiring that “organics” going to the landfill be reduced to 5.7 million metric tons by 2025.

This groundbreaking legislation is a statewide effort to reduce Short-Lived Climate Pollutants (SLCPs). SLCPs such as methane, black carbon, tropospheric (ground level) ozone, and hydrofluorocarbons remain in the atmosphere for a shorter time than carbon dioxide but have a much stronger warming effect. Therefore, reducing SLCPs has the potential to significantly slow global climate change in the near term (California Air Resources Board, 2024). The State’s efforts and policies are intended to substantially increase the rate of organic material diversion away from landfills. This diversion goal is meant to move the State towards the desired “circular economy” where organic waste is collected, converted into new materials or products, and reused for other purposes.

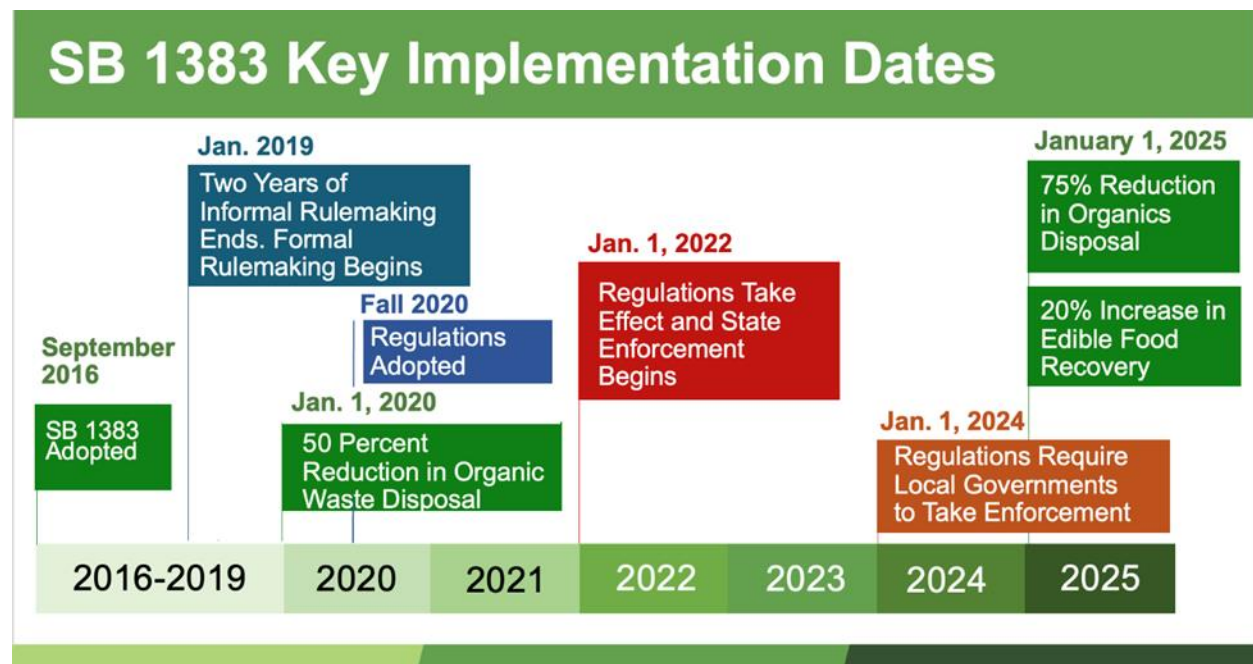


Figure 1

Source: CalRecycle

How Are Jurisdictions Impacted by SB 1383?

In this context, a jurisdiction may be a city, county, city and county, or special district that collects solid waste.

The jurisdictions' responsibilities specified by SB 1383 relating to residential units include (CalRecycle, 2024):

- Providing organics collection services to all residents
- Conducting education and outreach to community
- Procuring recyclable and recovered organic products
- Securing access to recycling capacity
- Monitoring compliance and conducting enforcement

SB 1383 contains a significant amount of detail regarding the types of allowable collection programs. Critical requirements are listed below:

- Each resident must subscribe to an organic waste collection service that either “source-separates” the waste by using separate bins or transports all unsegregated waste to a facility that recovers seventy-five percent of the organic content collected.
- SB 1383 requires one of the following collection options:
 - A one-can system – all contents are transported to a facility that recovers seventy-five percent of the organic content.
 - A two-can system – at least one of the containers (whichever includes organic waste and garbage) must be transported to a facility that recovers seventy-five percent of the organic content.
 - A three-can system – organic waste is required to be source separated (recyclables in blue, food and yard waste in green).

Jurisdictions must also conduct education and outreach to all residents regarding collection service requirements, contamination standards, self-haul requirements, and overall compliance with SB 1383. Educational material must be linguistically accessible to non-English speaking residents.



Figure 2

Source: CalRecycle

Orange County Jurisdictions' SB 1383 Implementation Status

How do jurisdictions assess their own progress?

The OCGJ sent a ten-question survey to thirty-four cities and OC Waste & Recycling (OCW&R) and received thirty-one responses. The purpose of the survey was to verify how these agencies measure their progress on the implementation of various aspects of SB 1383. Survey participants were asked to mark their progress on the scale from 1 (significant challenges) to 5 (excellent) for each of the questions. The survey questions as well as more detailed information on responses and follow-up comments and explanations is included in Appendix A.

Main Implementation Issues

To follow-up on the survey, the OCGJ conducted a series of interviews with jurisdictions to learn more about their specific challenges in implementing SB 1383, successes, concerns, and solutions to common issues. The eleven jurisdictions interviewed were the same included in the 2019-2020 OCGJ report "OC Recycling: Doing it the Right Way" representing different geographical areas of the county and a variety of populations and/or land areas. Several themes emerged from the interviews:

- **Container Standardization**

SB 1383 requires standardized colors for residential and business curbside containers (green for organics, blue for recyclables, and grey for trash). It also requires container

Talking Trash: Recyclables and Organic Waste

labels on new containers. The color scheme for collection containers must meet either of these requirements:

- The lid of the container is the correct designated color
- The body of the container is the correct designated color, and the lid is also the same specified color or may be gray or black

Out of the eleven jurisdictions interviewed, only two have distributed containers that meet the State requirements. However, jurisdictions are not required to replace containers prior to January 1, 2036. Most are replacing their containers gradually over time. The variety of colors used by various jurisdictions contributes to the confusion and potentially increases contamination rates. In many cases, existing containers include embossed information that is no longer accurate or labels with outdated information (see examples below).

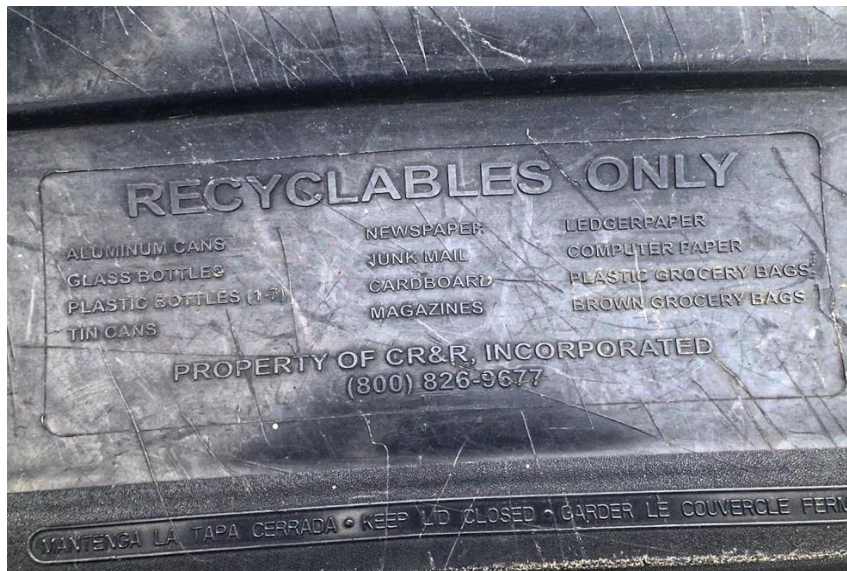


Figure 3. The embossed information wrongly directs residents to put plastic grocery bags in the recycling container. Photo: OCGJ



Figure 4. The old sticker incorrectly directs residents to put shoes, clothes, and other textiles in the recycling container. Photo: OCGJ



Figure 5. Outside label on the 'green waste' container contains no information regarding food scraps. Photo: OCGJ

The following two images of the “Food Scrap” container (outside and inside) were taken by an OCGJ member in a public park. The contents of the container, which contains unallowable items, such as plastic packaging, further underscores the need for clear signage and more public education.

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Figure 6. Lid of the “Food Scraps” container in a public park from November 2023 showing correct information. Photo: OCGJ



Figure 7. Contents of the same “Food Scraps” container in the public park from November 2023. Photo: OCGJ

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Another standardization issue is that what is accepted for recycling varies among the jurisdictions and haulers.

For example, some allow palm fronds into organics bins while others do not, and some allow food scraps to be deposited in compostable bags while others do not, further adding to the confusion.

- **Funding and Enforcement**

While conducting interviews with the Orange County jurisdictions, the OCGJ learned that there are two approaches to funding their solid waste management programs (including SB 1383 implementation activities): (1) using an enterprise fund; and (2) using the general fund. Using an enterprise fund ensures that all revenues generated by the solid waste management program are reinvested in that program rather than being diverted into other needs of the jurisdiction.

Even though enforcement activities were effective starting January 1, 2024, jurisdictions only conduct inspections and spot-checks of residential customers' organic and trash containers using either "lid flipping" or smart trucks that record the contents of the containers as they are being emptied. Haulers (via contracts) have been designated to perform these functions. If residents are found to be in violation, the first step is to provide them with additional educational materials and information. If the violation persists, warning notices are issued. The final step is issuing fines. *The penalties imposed by a jurisdiction are based on Government Code Sections 53069.4, 25132, and 36900, and are as follows:*

- *First violation: \$50-\$100 per violation;*
- *Second violation: \$100-\$200 per violation;*
- *Third or subsequent violation: \$250-\$500 per violation*

Penalties increase when an entity violates the same requirement within a one-year period (CalRecycle, 2024).

While jurisdictions have yet to collect fines, some have not even established the collection protocol or the account where collected fines will be deposited.

- **Education and Outreach**

Clearly, there is a need for more education and outreach. The success of SB 1383 implementation and the ability to reach the CalRecycle goal of a seventy-five percent diversion rate depend largely on residents' compliance and behavior change. Education and outreach is the first and most critical component of that change.

"The accuracy of consumer disposal decisions directly influences the performance of the recycling system." (Christian Blanco C. S., 2023)

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Most interviewed jurisdictions collaborate with haulers to create and distribute educational materials. Others also use consulting services for that purpose. Outreach strategies, the number of outreach events and communications, as well as participation rates vary greatly from jurisdiction to jurisdiction, but most rely heavily on paper mailings, which may not be the most effective way of reaching the public. If combined with junk mail, the educational material may go unread into a recycling bin, if not the trash. Frequently, the information flyers are mailed together with hard-copy utility bills, which may overlook those who subscribe to electronic billing.

As part of their outreach/education campaigns, some of the interviewed jurisdictions purchased kitchen pails for recycling food scraps to distribute to some or all households. These purchases were funded through SB 1383 assistance grants from CalRecycle, which most of the Orange County jurisdictions applied for and received.

The OCGJ reviewed a sampling of educational materials being distributed by several cities and concluded that the quality of these materials can range from highly informative publications with accessible and attractive designs to flimsy “newsletters” issued by haulers for their respective jurisdictions with graphics and instructions that are barely legible.

Paper mailings have their role but represent only one of many possible outreach methods. The recycling industry itself is embracing technological advancements, including the use of Artificial Intelligence (AI), in waste sorting, predicting trends, the use of smart hauler trucks and smart bins, as well as in outreach and education (Recycling Inside, 2023).

According to Recycling Inside, “AI can play a pivotal role in educating the public about recycling practices. Chatbots and virtual assistants powered by AI can provide real-time guidance on waste disposal, recycling guidelines, and collection schedules. By engaging with individuals through personalized interactions, AI-driven platforms can raise awareness, promote recycling behavior, and facilitate proper waste management at the consumer level.”

According to research by the Recycling Partnership, “People have a misconception that what is recyclable doesn’t change. They are recycling incorrectly in some cases because they are basing decisions on past guidelines and recycling knowledge such as believing milk cartons are wax coated and should not be recycled, or envelopes with windows should not be recycled. They think they know what they need to know about recycling because that’s what they’ve always known.” (Center for Sustainable Behavior & Impact, 2022)

More than seventy percent of people surveyed wish there was an easier way to get information on what can and can’t be recycled in their community. (Center for Sustainable Behavior & Impact, 2022)

Determining the success of their outreach efforts is another challenge that Orange County jurisdictions are facing in the near future. Most jurisdictions need to determine how to measure outreach efforts, as the enforcement started January 1, 2024. Having common standards and methods to measure the success of public education and compliance, and regularly posting this information on the jurisdiction's website related to SB 1383 goals, will give the public an incentive to comply with SB 1383. However, in the interim, there is a significant amount of visual evidence regarding the level of residents' confusion as evidenced by the photo below. The photo is the amount of waste in the first five hours of a workday that was improperly included in residential recyclable containers and delivered to a MRF, where it had to be hand sorted out.



Figure 8: Waste improperly included in recyclable containers Photo: OCGJ

- **Procurement of Recovered Organic Waste Products**

Representatives from most of the jurisdictions the OCGJ interviewed indicated that meeting the procurement requirements of SB 1383 is challenging. This is due to their jurisdictions' State-calculated procurement targets far exceeding the quantity of recovered organic waste products that they can utilize.

To comply with SB 1383, jurisdictions must procure recovered organic waste products to meet an annual procurement target. Recovered organic waste products include:

- *Compost*
- *Mulch*

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- *Renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion*
- *Electricity from biomass conversion*

Each jurisdiction's procurement target is calculated by multiplying its population, as reported by the California Department of Finance, by the per capita procurement target (0.08 tons of organic waste per California resident per year). The resulting procurement target can then be multiplied by product conversion factors (as established by the regulations) to determine the annual procurement requirements for recovered organic waste products.

Source: CalRecycle

As one of the survey respondents stated:

"Meeting the annual procurement target presents a significant challenge. In addition, the formula used to calculate a jurisdiction's procurement target does not account for density or square miles. Denser areas equal less space to distribute mulch or compost. More people equals higher procurement target."

As a result, a number of jurisdictions with high procurement targets had to use grant funding to purchase the required amounts of compost/mulch. Because the required target procurement amounts exceeded what they can utilize in their communities, they had to distribute the compost/mulch (via hauler) to agricultural communities outside Orange County. They also admitted that without grant funding, meeting the targets will be even more difficult and will require diverting resources from their own communities or raising rates.

The regulations limit procurement to *"use or giveaway, and do not include the sale of products [14CCR Section 18993.1(e)(1)] so jurisdictions cannot sell the procured recovered organic waste products, such as compost, via a third party."* (CalRecycle, 2022)

Renewable Natural Gas (RNG) is one of the products that can be counted towards meeting a jurisdiction's procurement goal. Haulers operating in Orange County, including Republic, CR&R, and Waste Management, utilize trucks powered by RNG. However, in most cases the RNG they use is not purchased from an approved facility so it cannot be counted towards the required procurement goal. CalRecycle maintains a [list of anaerobic digestion facilities in California](#) to help jurisdictions find renewable gas that may be eligible towards their SB 1383 procurement obligations.

Currently, this list contains only six facilities that produce Compressed Natural Gas (CNG), which in this case is presumably compressed RNG. None of these facilities is located in Orange County. The closest are located in Riverside County (Perris), San Bernardino County (Victorville and Rialto), and San Diego County (Escondido).

The issue of RNG is further complicated by the fact that some sewage treatment plants also produce RNG, which (according to CalRecycle) is mostly ineligible. Below is the

information included in “Frequently Asked Questions” on RNG on the CalRecycle website (CalRecycle, 2022):

Renewable gas derived solely from sewage is ineligible for meeting the procurement target because a Publicly Owned Treatment Work (POTW) is not a solid waste facility and therefore not in the scope of the legislative intent of SB 1383. Sewage is also not typically destined for a landfill, so its use does not help achieve the landfill diversion goals.

However, [Title 14](#) explicitly authorizes POTWs to accept food waste without a solid waste facility permit, making it functionally similar to incentivizing biomethane from a solid waste facility. Therefore, it is justifiable to allow the portion of renewable gas resulting from the digestion of food waste at POTWs to count toward the procurement targets, provided the POTW accepts food waste from specified facilities or operations [see 14 CCR Section 18993.1(h)(1)] and meets all other applicable regulatory requirements. For more information, please see the [Final Statement of Purpose and Necessity](#) (pages 178-180).

The issue of procurement difficulties encountered by California jurisdictions is mentioned in the Little Hoover Commission 2023 report on the implementation of SB 1383. The Commission recommended that “the state should expand the list of compliance pathways and products eligible to count toward a jurisdiction’s procurement requirements.” (Little Hoover Commission, 2023)

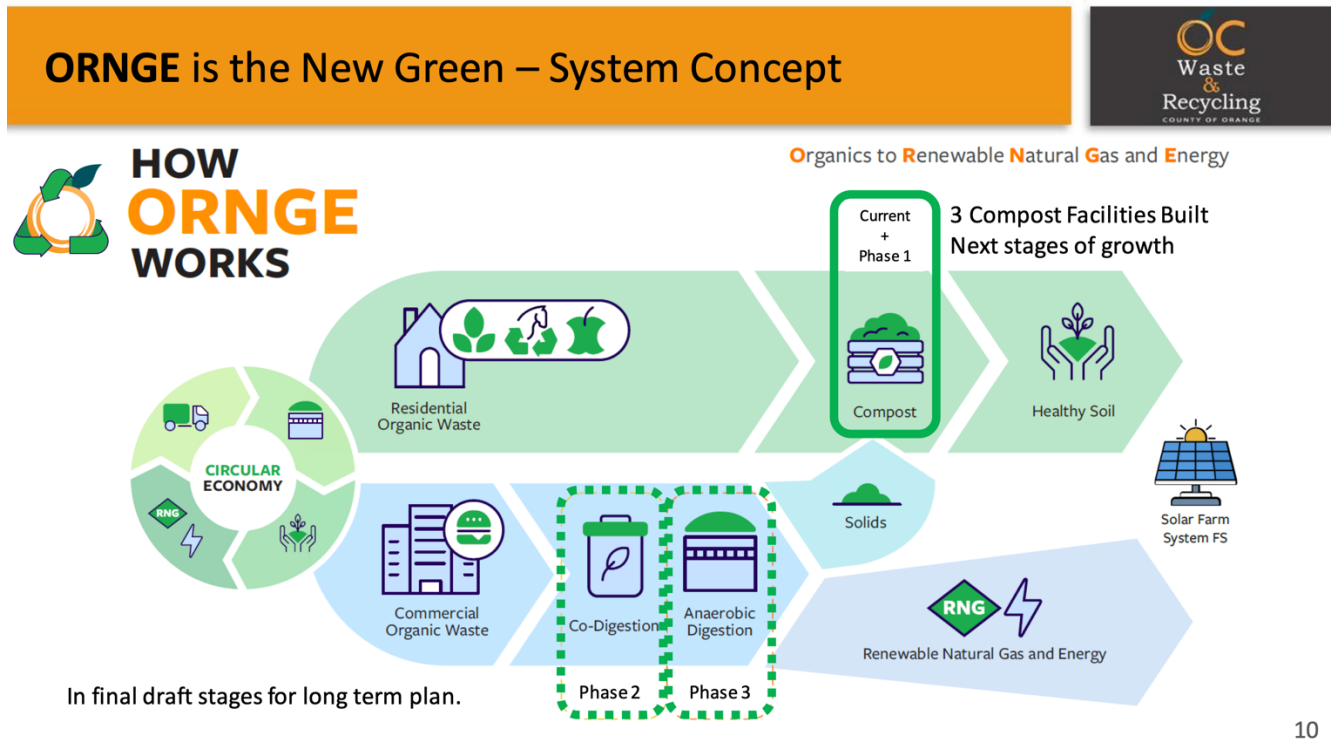
- **Coordination and Vision for the Future**

In a county with thirty-four cities and several other jurisdictions, coordination, collaboration, and sharing resources and best practices can be a challenge. The OCGJ learned that county-wide groups meet on a regular basis, including a waste management coordinators’ group, a haulers’ group, and a market development group. Additionally, the OCGJ learned that OCW&R has assumed a leadership role in positioning Orange County for a greener, more sustainable future.

OCW&R has a clear vision for a regional, county-wide approach to the implementation of SB 1383, which includes not only organics and edible food strategies, but also market creation and development, procurement and compliance, and regional standardization and collaboration.

The details of their vision are outlined in the 2024 presentation to the legislative group, which is available on the OCW&R website (OC Waste & Recycling, 2024).

The following slide has been taken from this presentation.



10

Figure 9. Circular economy concept for Orange County

Source: OCW&R

• Other Issues

Multi-family housing units: While not within the scope of this report, it should be noted that services to multi-family units still pose a significant challenge. Jurisdictions are required to provide organic waste collection to multi-family units. Many find it difficult to provide a three-bin source-separated service to these units due to limited space. Creative solutions, such as providing smaller organics containers or containers that are placed in a common area to serve multiple units, have been utilized by Orange County cities, but full compliance is difficult to achieve.

The cost of SB 1383 implementation: The Little Hoover Commission Report states that the gross cost of implementation was determined to be \$40 billion between 2019 and 2030. (CalRecycle, 2019) “About 5 percent of this figure represents soft costs (i.e. the work local jurisdictions must do to create organic waste programs, educate the public, and ensure health, safety, and quality control measures are met). The other 95 percent represents the cost of disposing of organic waste, including constructing infrastructure” (Little Hoover Commission, 2023). Most Orange County jurisdictions interviewed by the OCGJ indicated that they had to increase their residential and/or business waste collection rates to cover the cost of expanded services mandated by SB 1383.

COMMENDATIONS

- County of Orange, OC Waste & Recycling is commended for having successfully met SB 1383 mandates, developing new composting infrastructure, a model education and outreach program, moving towards robust and repurposing recycling programs, and developing gas-to-energy facilities to produce renewable energy.
- City of Mission Viejo, Solid Waste Program is commended for their proactive implementation of SB 1383 mandates, distributing compliant waste containers to all residents, and producing a robust outreach and education program using numerous delivery methods.
- City of Santa Ana Public Works, Trash and Recycling Program is commended for proactively revising their hauler contract to meet SB 1383 requirements, producing a notable and ongoing outreach and education program, distributing compliant waste containers to all residents, and fostering a highly collaborative relationship with their hauler.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled “Talking Trash: Recyclables and Organic Waste,” the 2023-2024 Orange County Grand Jury has arrived at the following principal findings:

Container Standardization

- F1. The majority of Orange County jurisdictions have not yet required their haulers to distribute residential containers that meet the CalRecycle standardized colors, leaving legacy and often incorrect or illegible labeling and embossing in place.

Funding and Enforcement

- F2. While a jurisdiction may not delegate its overall responsibility for compliance with State requirements to a hauler, some jurisdictions have designated the task of imposing and collecting fines from residents to the hauler in accordance with State law. However, not all jurisdictions are clear on who ultimately receives and retains the collected fines.
- F3. All jurisdictions will eventually start collecting fines from residents for non-compliance, but some have not yet determined whether the revenues will go into a waste and recycling enterprise fund or into the jurisdiction’s general fund.

Education and Outreach

- F4. In most jurisdictions, education and outreach is a joint effort between jurisdiction, hauler, and sometimes consultants, with the jurisdiction reviewing the materials before publication. The methods of dissemination vary by jurisdiction and hauler but frequently rely on a resident actively seeking the information, which requires the resident to have some awareness of the new mandates in the first place. Most efforts primarily revolve around intermittent hard-copy paper mailings.
- F5. Most jurisdictions currently have no way to accurately determine the effectiveness of their respective education and outreach efforts other than the eventual inspections or audits that will take place.

Procurement of Recovered Organic Waste Products

- F6. There is some concern that there are not enough composting facilities in Orange County to process all organic waste, forcing some jurisdictions/haulers to transport it long distances for processing.
- F7. There is currently no infrastructure in the county that is a State-approved source of Renewable Natural Gas (RNG) and energy from organic waste. Jurisdictions that use vehicles running on RNG procured from non-approved sources cannot count that RNG towards fulfillment of their procurement requirement.
- F8. The formula used by the State to calculate a jurisdiction's procurement target does not account for a jurisdiction's population density or geographic size (square miles). As such, meeting the annual procurement target presents a significant challenge for most jurisdictions.
- F9. Many Orange County jurisdictions were unable to meet the requirement in SB 1383 to reduce organic waste sent to landfills by the 2020 deadline. It is unlikely the required seventy-five percent reduction will be achieved by the 2025 deadline.
- F10. The current procurement requirements mandated by SB 1383 are unrealistic and likely unachievable by most jurisdictions.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Talking Trash: Recyclables and Organic Waste

Based on its investigation titled “Talking Trash: Recyclables and Organic Waste,” the 2023-2024 Orange County Grand Jury makes the following recommendations:

Container Standardization

- R1. All jurisdictions should expedite the acquisition and distribution of residential containers that meet the CalRecycle standardized colors. Additionally, until the compliant containers can be distributed, all jurisdictions should ensure the distribution of labeling for non-compliant containers that explain the current SB 1383 requirements applicable to their jurisdiction by June 30, 2025.

Funding and Enforcement

- R2. By December 31, 2024, all jurisdictions should ensure their waste hauling agreements are in compliance with State statute so that haulers may be designated to perform certain required tasks but are not improperly delegated overall responsibility for compliance. Additionally, all jurisdictions should ensure that any fines collected by a hauler are forwarded to the jurisdiction.
- R3. The OCGJ recommends that all jurisdictions utilize a dedicated waste and recycling enterprise fund for collection of fines for non-compliance with SB 1383 by December 31, 2024.

Education and Outreach

- R4. By December 31, 2024, all jurisdictions should diversify the methods and media used for education and outreach to include, among others, various social media platforms, emails to residents, newspaper, television, flyer mailings, community events, and appearances at other public gatherings.
- R5. By December 31, 2024, and in order to gauge the effectiveness of their education and outreach efforts, all jurisdictions should develop new methods to engage residents directly to help determine their awareness of the requirements associated with SB 1383, such as surveys, online quizzes, and door-to-door polling.

Procurement of Recovered Organic Waste Products

- R6. By June 30, 2025, the OCGJ recommends that all jurisdictions participate in the OCW&R-led efforts to develop a coordinated county-wide approach to the organics recycling infrastructure and programs as well as procurement requirements associated with SB 1383, working towards creating circular economy as a long-term goal.

- R7. By December 31, 2024, the Orange County Board of Supervisors and all Orange County cities should lobby appropriate members of the State Legislature and/or CalRecycle to revise the organic waste diversion targets to better reflect Orange County's waste amounts, revise the jurisdictions' procurement requirements to better represent the limited options currently available for procurement, the jurisdictions' varying populations, population densities, and geographic size, and to delay associated enforcement actions by the State.

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

Section 933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

Section 933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons thereof.

Talking Trash: Recyclables and Organic Waste

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, thereof.

Responses Required

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required from:

Findings – 90 Day Response Required

OC Board of Supervisors:	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
City Councils of:	
Aliso Viejo	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Anaheim	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Brea	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Buena Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Costa Mesa	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Cypress	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Dana Point	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Fountain Valley	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Fullerton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10

Talking Trash: Recyclables and Organic Waste

Garden Grove	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Huntington Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Irvine	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
La Habra	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
La Palma	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Laguna Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Laguna Hills	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Laguna Niguel	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Laguna Woods	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Lake Forest	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Los Alamitos	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Mission Viejo	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Newport Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Orange	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Placentia	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Rancho Santa Margarita	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
San Clemente	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
San Juan Capistrano	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Seal Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Stanton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Tustin	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Villa Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
Westminster	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10

Talking Trash: Recyclables and Organic Waste

Yorba Linda F1, F2, F3, F4, F5, F6, F7, F8, F9, F10

Recommendations – 90 Day Response Required

OC Board of Supervisors: R1, R2, R3, R4, R5, R6, R7

City Councils of:

Aliso Viejo R1, R2, R3, R4, R5, R6, R7

Anaheim R1, R2, R3, R4, R5, R6, R7

Brea R1, R2, R3, R4, R5, R6, R7

Buena Park R1, R2, R3, R4, R5, R6, R7

Costa Mesa R1, R2, R3, R4, R5, R6, R7

Cypress R1, R2, R3, R4, R5, R6, R7

Dana Point R1, R2, R3, R4, R5, R6, R7

Fountain Valley R1, R2, R3, R4, R5, R6, R7

Fullerton R1, R2, R3, R4, R5, R6, R7

Garden Grove R1, R2, R3, R4, R5, R6, R7

Huntington Beach R1, R2, R3, R4, R5, R6, R7

Irvine R1, R2, R3, R4, R5, R6, R7

La Habra R1, R2, R3, R4, R5, R6, R7

La Palma R1, R2, R3, R4, R5, R6, R7

Laguna Beach R1, R2, R3, R4, R5, R6, R7

Laguna Hills R1, R2, R3, R4, R5, R6, R7

Laguna Niguel R1, R2, R3, R4, R5, R6, R7

Laguna Woods R1, R2, R3, R4, R5, R6, R7

Lake Forest R1, R2, R3, R4, R5, R6, R7

Los Alamitos R1, R2, R3, R4, R5, R6, R7

Mission Viejo R1, R2, R3, R4, R5, R6, R7

Newport Beach R1, R2, R3, R4, R5, R6, R7

Orange R1, R2, R3, R4, R5, R6, R7

Talking Trash: Recyclables and Organic Waste

Placentia	R1, R2, R3, R4, R5, R6, R7
Rancho Santa Margarita	R1, R2, R3, R4, R5, R6, R7
San Clemente	R1, R2, R3, R4, R5, R6, R7
San Juan Capistrano	R1, R2, R3, R4, R5, R6, R7
Seal Beach	R1, R2, R3, R4, R5, R6, R7
Stanton	R1, R2, R3, R4, R5, R6, R7
Tustin	R1, R2, R3, R4, R5, R6, R7
Villa Park	R1, R2, R3, R4, R5, R6, R7
Westminster	R1, R2, R3, R4, R5, R6, R7
Yorba Linda	R1, R2, R3, R4, R5, R6, R7

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GLOSSARY

AB	Assembly Bill
CalRecycle	California Department of Resources Recycling and Recovery

Talking Trash: Recyclables and Organic Waste

Circular Economy	Current economic models consist of acquiring materials, making them into products, and then those products become waste. A circular economy reduces material use, redesigns materials and products to be less resource intensive, and recaptures “waste” as a resource to manufacture new materials and products.
Compost	Compost is made from a variety of organic materials and is used to add nutrients and improve soil structure by mixing it into the soil.
Mulch	Mulch is typically made from a single material like straw, grass clippings, or wood chips and is spread on top of the soil to suppress weeds, retain moisture, regulate soil temperature, and protect plant roots.
MRF	Material Recovery Facility
OCGJ	Orange County Grand Jury
OCW&R	OC Waste & Recycling, a department of the County of Orange
Organic Waste	Solid wastes originated from living organisms and their metabolic waste products, and from petroleum, which contain naturally produced organic compounds, and which are biologically decomposable by microbial and fungal action into the constituent compounds of water, carbon dioxide, and other simpler organic compounds. Sometimes called biodegradable waste.
ORNGE	Organics to Natural Gas and Energy
POTW	Publicly Owned Treatment Work
Recycling	Using waste as material to manufacture a new product. Recycling involves altering the physical form of an object or material and making a new object from the altered material.
RNG	Renewable Natural Gas
SB	Senate Bill
SLCP	Short-Lived Climate Pollutants
Solid Waste	Discarded or abandoned materials. Solid wastes can be solid, liquid, semi-solid or containerized gaseous material.
Waste	Objects or materials for which no use or reuse is intended.

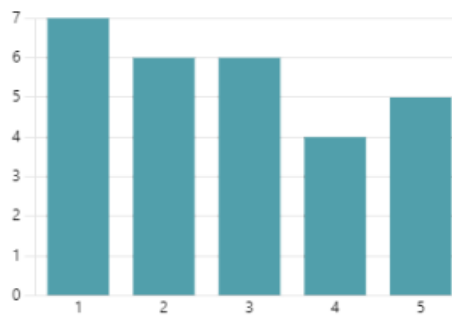
APPENDICES

APPENDIX A – SURVEY RESULTS

Survey participants were asked to mark their progress on a scale from 1 (significant challenges) to 5 (excellent progress) for each of the nine questions. On the following bar graphs, the 'x' axis (horizontal) depicts the rating scale from 1 to 5. The 'y' axis (vertical) represents the number of respondents that gave themselves a particular rating.

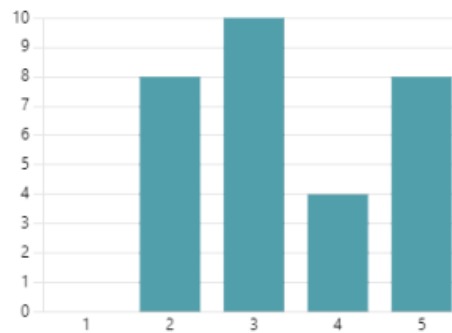
Was your city successful in meeting the goal of reducing organic waste disposal 50% by 2020?

2.79
Average Rating



Are you confident that your city will meet the goal of reducing organic waste 75% by 2025?

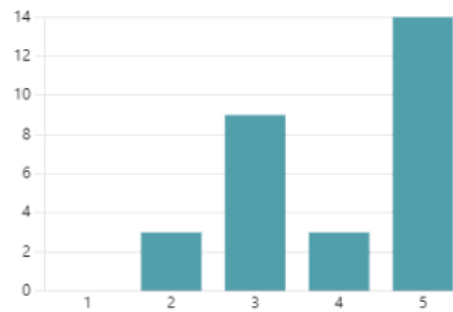
3.40
Average Rating



Talking Trash: Recyclables and Organic Waste

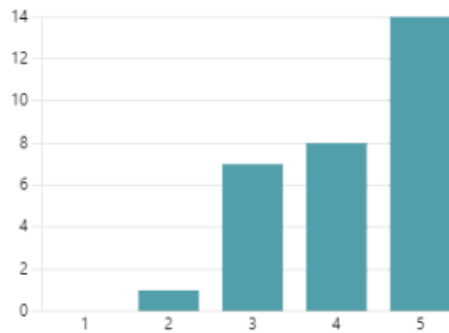
How would you rate your city's success in providing organic waste collection services to all residents?

3.97
Average Rating



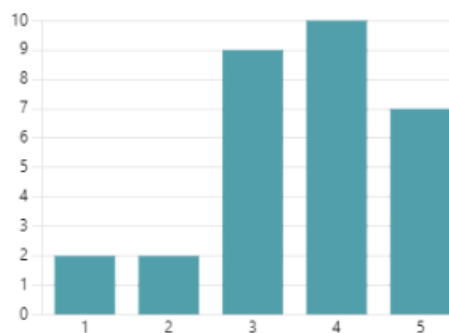
How successful is your city in recycling these organic materials?

4.17
Average Rating



How would you rate your confidence that city residents have been educated to have sufficient knowledge of the composting requirements (and associated restrictions) with the proper disposal of yard trimmings and food scraps?

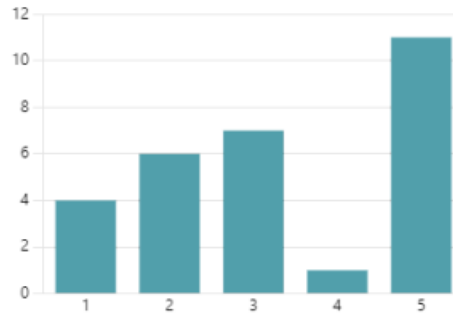
3.60
Average Rating



Talking Trash: Recyclables and Organic Waste

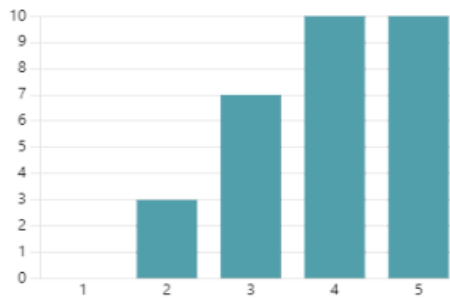
How successful was your city in procuring a quantity of recovered organic waste products annually?

3.31
Average Rating



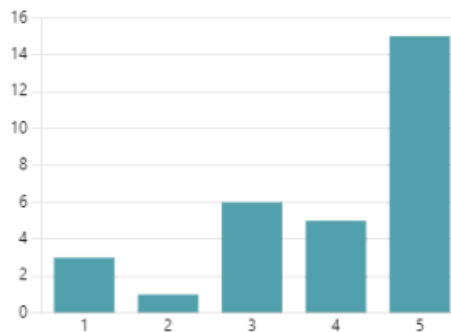
How would you rate your city's success in meeting the record-keeping requirements associated with SB1383, including but not limited to, inspection and enforcement, compliance reviews, investigation of complaints, and alleged violations?

3.90
Average Rating



How satisfied are you that your current agreements(s) with the hauler(s) that service your city are adequate to comply with all provisions of residential services required by SB1383?

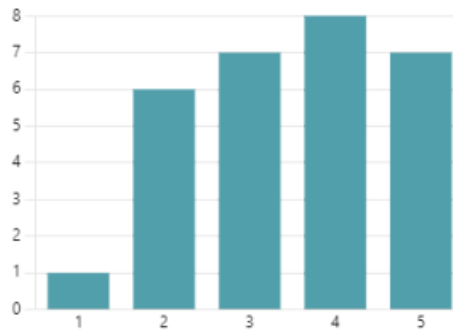
3.93
Average Rating



Talking Trash: Recyclables and Organic Waste

Are your city's current staffing levels that are, or will become, responsible for all aspects of full SB1383 compliance adequate to meet the tasks at hand?

3.48
Average Rating



The following examples of additional comments or explanations for their answers to the questions above were provided by survey respondents:

“Comprehensive implementation and effective management of SB 1383 would require additional resources and financial support. Despite our [jurisdiction’s] proactive approach, including securing a new hauler/franchise agreement . . . that aligns with SB 1383’s requirements and achieving near-complete adoption of these guidelines, there remains a widespread reluctance towards organic recycling. Ongoing educational efforts are in place and will continue; however, achieving significant behavioral change and compliance will require additional resources.”

“[Our jurisdiction has] been working on compliance regarding SB 1383 with new franchise agreements, building out local infrastructure, meeting the SB 619 procurement targets, providing education and outreach, programs are being implemented to incrementally improve participation and increase diversion. We are increasing staffing levels to help with continued support for compliance as it requires increased effort for more inspections, waste characterizations, more education and outreach, further program development, market creation and development for compost and mulch, inspections, education, and enforcement support. Although meeting the 75% goal requires more heavy lifting, I anticipate we will see incremental improvements from our efforts.”

“SB 1383 has proven to challenge the recycling habits of many throughout the [jurisdiction]. Through updated franchise agreements . . . and CalRecycle grant funding, we have been able to educate and encourage change in disposal habits as required via SB 1383. Additional outreach outlining the requirements and benefits of recycling organic material will be key in successfully transitioning residents and business owners to recycle organic material.”

“[We] started a new franchise agreement after an RFP process This allowed us to incorporate all hauler-related SB 1383 compliance activities and select an innovative

organic waste collection program. We are facing procurement challenges as energy related products are not readily available (particularly) RNG for collection vehicles. Staffing may prove to be a challenge, depending upon the amount of complaints, inspections, and enforcement actions we are required to address.”

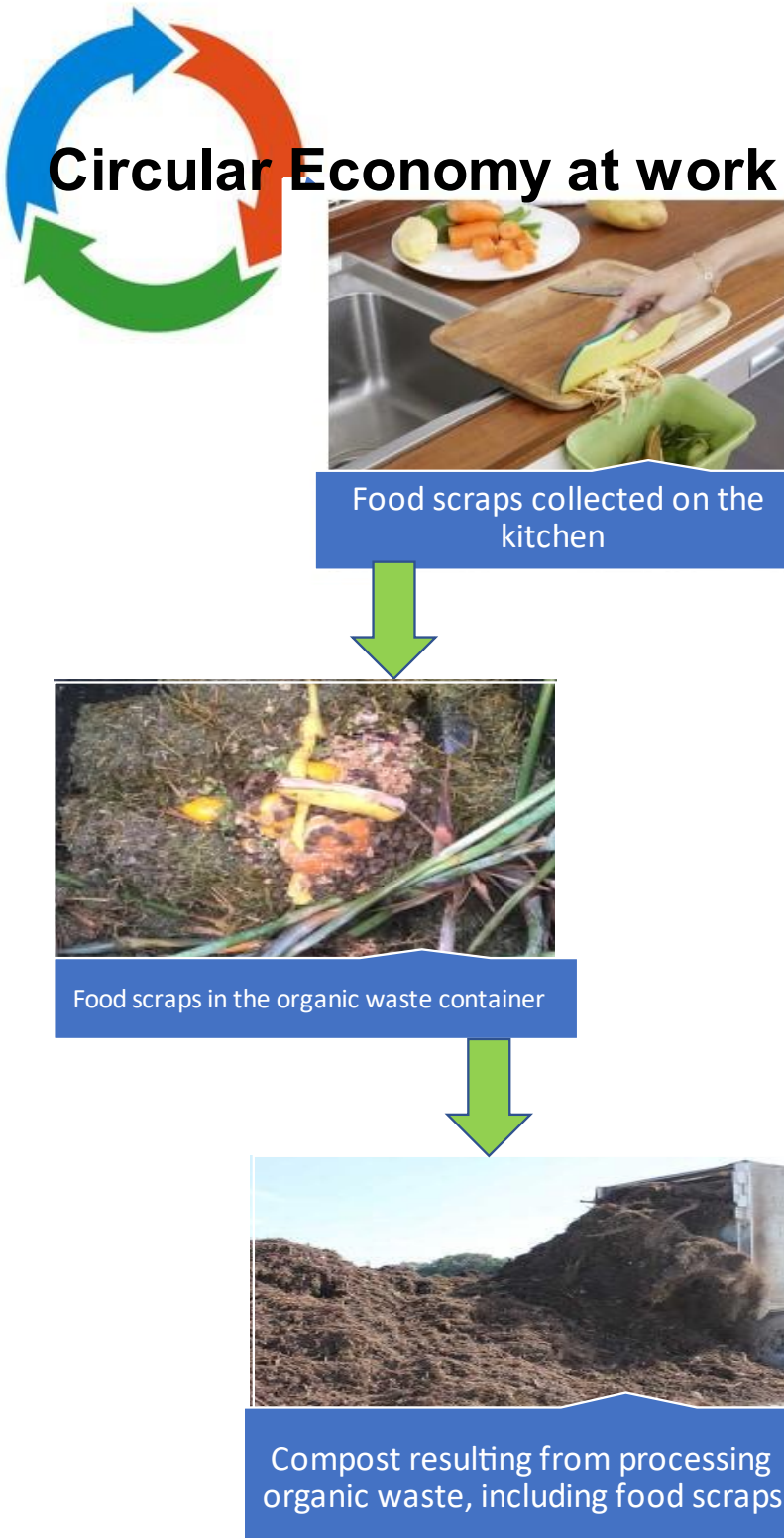
“Procurement [is our] biggest challenge.”

“Our agreement with [the hauler] required that they implement 1383 compliant programming immediately for residential. It also includes education/outreach, contamination monitoring, purchase of compost/mulch on our behalf. Residential 3-cart was implemented on day one of the agreement. However, even with education, residents are hesitant to participate with food in the organics container due to not being allowed to use compostable bags and therefore attracting bugs and vermin.”

“Meeting the annual procurement target presents a significant challenge. [The hauler’s] collection trucks are fueled with RNG. The RNG purchased is California produced, though not SB 1383 qualified. In addition, the formula used to calculate a jurisdiction’s procurement target does not count for density or square miles. Denser areas equal less space to distribute mulch or compost. More people equals higher procurement target.”

“As with any new program where you need to change habits and behavior, it is going to be a long-term project to get adults in the habit of separating their food scraps. State of CA should implement a statewide outreach campaign, and not just rely on local jurisdictions to provide all the outreach.”

APPENDIX B – CIRCULAR ECONOMY STARTS IN YOUR KITCHEN



August 13, 2024

The Honorable Maria D. Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

RE: City of Buena Park Response to Grand Jury Report – *Talking Trash: Recyclables and Organic Waste*

Dear Honorable Judge Hernandez:

The Buena Park City Council has reviewed the Orange County Grand Jury's report entitled, *Talking Trash: Recyclables and Organic Waste*. Below is the City of Buena Park's response to the aforementioned report:

FINDINGS:

Container Standardization

F1 The majority of Orange County jurisdictions have not yet required their haulers to distribute residential containers that meet the CalRecycle standardized colors, leaving legacy and often incorrect or illegible labeling and embossing in place.

Response: **The respondent partially disagrees with the finding.** The City of Buena Park already requires its trash hauler, EDCO, to distribute residential and commercial containers that meet the CalRecycle standardized colors and label requirements (e.g. green for organics, blue for recyclables, and gray for trash). The body and lid of residential containers are the correct designated color. The body of commercial containers are the correct designated color, and the lids are black.

Funding and Enforcement

F2 While a jurisdiction may not delegate its overall responsibility for compliance with state requirements to a hauler, some jurisdictions have designated the task of imposing and collecting fines from residents to the hauler, in accordance with state law. However, not all jurisdictions are clear on who ultimately receives and retains the collected fines.

Response: **The respondent partially disagrees with the finding.** The City of Buena Park receives and retains the collected fines, and desires to note the following regarding the Grand Jury's findings pertaining to "Funding and Enforcement":

- 1) The Grand Jury's report states that jurisdictions only conduct inspections and spot-checks of residential customers' organic and trash containers, and Respondent desires to highlight

that SB 1383 requires all routes to be randomly audited (i.e. trash, recycle, and organics).

- 2) In addition, Section 18984.5(b)(3) of Title 14 of the California Code of Regulations does not require a jurisdiction to impose administrative civil penalties on generators that violate the prohibition in Section 18984(a) on placing prohibited container contaminants in a collection container.

F3 All jurisdictions will eventually start collecting fines from residents for non-compliance, but some have not yet determined whether the revenues will go into a waste and recycling enterprise fund or into the jurisdiction's General Fund.

Response: The City of Buena Park agrees with this finding.

Education and Outreach

F4 In most jurisdictions, education and outreach is a joint effort between jurisdiction, hauler, and sometimes consultants, with the jurisdiction reviewing the materials before publication. The methods of dissemination vary by jurisdiction and hauler but frequently rely on a resident actively seeking the information, which requires the resident to have some awareness of the new mandates in the first place. Most efforts primarily revolve around intermittent hard-copy paper mailings.

Response: The respondent partially disagrees with the finding. The City of Buena Park and its waste hauler, EDCO, use various methods to educate and create awareness of the new mandates including but not limited to:

- 1) Print (Environmental Times Newsletters, statement messages, postcards);
- 2) Direct contact (personal site visits, waste assessments, presentations, participation at community events);
- 3) Electronic (email blasts, website posts, social media); and
- 4) The City's hauler provides access to an extensive bilingual video library and a "What Goes Where" look up feature on its website.

F5 Most jurisdictions currently have no way to accurately determine the effectiveness of their respective education and outreach efforts other than the eventual inspections or audits that will take place.

Response: The City of Buena Park agrees with this finding.

Procurement of Recovered Organic Waste Products

F6 There is some concern that there are not enough composting facilities in Orange County to process all organic waste, forcing some jurisdictions/haulers to transport it long distances for processing.

Response: The respondent partially disagrees with the finding. The City of Buena Park's waste hauler, EDCO, guarantees adequate capacity for organic waste processing.

F7 There is currently no infrastructure in the county that is a State-approved source of Renewable Natural Gas (RNG) and energy from organic waste. Jurisdictions that use vehicles running on RNG procured from non-approved sources cannot count that RNG toward fulfillment of their procurement requirement.

Response: The City of Buena Park agrees with this finding.

F8 The formula used by the State to calculate a jurisdiction's procurement target does not account for a jurisdiction's population density or geographic size (square miles). As such, meeting the annual procurement target presents a significant challenge for most jurisdictions.

Response: The City of Buena Park agrees with this finding.

F9 Many Orange County jurisdictions were unable to meet the requirement in SB 1383 to reduce organic waste sent to landfills by the 2020 deadline. It is unlikely the required seventy-five percent reduction will be achieved by the 2025 deadline.

Response: The City of Buena Park agrees with this finding.

F10. The current procurement requirements mandated by SB 1383 are unrealistic and likely unachievable by most jurisdictions.

Response: The City of Buena Park agrees with this finding.

RECOMMENDATIONS:

Container Standardization

R1. All jurisdictions should expedite the acquisition and distribution of residential containers that meet the CalRecycle standardized colors. Additionally, until the compliant containers can be distributed, all jurisdictions should ensure the distribution of labeling for non-compliant containers that explain the current SB 1383 requirements applicable to their jurisdiction by June 30, 2025.

Response: The recommendation has been implemented. The City of Buena Park's waste hauler, EDCO, distributes residential and commercial containers that meet the CalRecycle standardized colors and label requirements (e.g. green for organics, blue for recyclables and gray for trash). The body and lid of residential containers are the correct designated color. The body of commercial containers are the correct designated color, and the lids are black.

Funding and Enforcement

R2 By December 31, 2024, all jurisdictions should ensure their waste hauling agreements are in compliance with State statute so that haulers may be designated to perform certain required tasks but are not improperly delegated overall responsibility for compliance. Additionally, all jurisdictions should ensure that any fines collected by a hauler are forwarded to the jurisdiction.

Response: The recommendation has been implemented. The City of Buena Park's waste hauling agreements are in compliance with statutory requirements and any fines collected by the hauler are forwarded to the City.

R3 The OCGJ recommends that all jurisdictions utilize a dedicated waste and recycling enterprise fund for collection of fines for non-compliance with SB 1383 by December 31, 2024.

Response: The recommendation requires further analysis. The City intends to take a public education approach to violations, therefore revenues from enforcement are anticipated to be minimal. Additionally, the mandated date to begin enforcement was January 2024 and the City needs more time to determine if an enterprise fund is warranted.

Education and Outreach

R4 By December 31, 2024, all jurisdictions should diversify the methods and media used for education and outreach to include, among others, various social media platforms, emails to residents, newspaper, television, flyer mailings, community events, and appearances at other public gatherings.

Response: The recommendation has been implemented. The City of Buena Park and its waste hauler, EDCO, use various methods to educate and create awareness of the new mandates including but not limited to:

- 1) Print (*Environmental Times* newsletters, statement messages, postcards);
- 2) Direct contact (personal site visits, waste assessments, presentations, participation at community events);
- 3) Electronic (email blasts, website posts, social media); and
- 4) The City's hauler also has an extensive bilingual video library and a "What Goes Where" look up feature on its website.

R5 By December 31, 2024, and in order to gauge the effectiveness of their education and outreach efforts, all jurisdictions should develop new methods to engage residents directly to help determine their awareness of the requirements associated with SB 1383, such as surveys, online quizzes, and door-to-door polling.

Response: The recommendation has not yet been implemented, but will be implemented in the future. A survey and/or online quiz will be implemented by December 31, 2024, to help determine the community's awareness of the requirements associated with SB 1383.

Procurement of Recovered Organic Waste Products

R6 By June 30, 2025, the OCGJ recommends that all jurisdictions participate in the OCW&R-led efforts to develop a coordinated county-wide approach to the organics recycling infrastructure and programs as well as procurement requirements associated with SB 1383, working towards creating circular economy as a long-term goal.

Response: The recommendation has been implemented. The City of Buena Park participates in quarterly meetings with the OCW&R.

R7 By December 31, 2024, the Orange County Board of Supervisors and all Orange County cities should lobby appropriate members of the State Legislature and/or CalRecycle to revise the organic waste diversion targets to better reflect Orange County's waste amounts, revise the jurisdictions' procurement requirements to better represent the limited options currently available for procurement, the jurisdictions' varying populations, population densities, and geographic size, and to delay associated enforcement actions by the State.

Response: The recommendation has not yet been implemented, but will be implemented by December 31, 2024.

Thank you for providing the City of Buena Park the opportunity to respond to this report.

Sincerely,

Aaron France
City Manager

cc: Buena Park City Council
Christopher G. Cardinale, City Attorney



RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH ROY ALLAN SLURRY SEAL, INC. FOR THE 2023-2024 ANNUAL SLURRY SEAL PROJECT

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	NEW BUSINESS Item: 5A
Presented By	Prepared By
Aaron Esparza-Almaraz, Assistant Engineer	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 2023-2024 Annual Slurry Seal Project; 2) Award a contract to Roy Allan Slurry Seal, Inc. in the amount of \$273,759; 3) Authorize contingency funds in the amount of \$30,000 in the same purchase order; 4) Authorize construction engineering in the amount of \$30,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and 6) Authorize the City Manager and City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Slurry seal projects are an important part of the City's pavement management plan. A slurry seal is a proactive maintenance treatment that prolongs the life of asphalt at a fraction of the cost of full pavement (structural) repair. This treatment provides a new wearing surface for the road and protects it from sun and water damage. By sealing small cracks and imperfections, slurry sealing prevents water penetration into underlying layers, averting water damage resulting in potholes and pavement failures.

Work limits of the 2023-2024 Annual Slurry Seal Project includes the Crescent Avenue Frontage, Los Altos Drive, Los Encinos Street, Los Santos Way, Los Rancheros Drive, Los Nietos Street, Los Pacos Street, Los Feliz Drive, Los Indios Circle, Los Ramos Circle, Los Rapidos Circle, and Los Cientos Circle.

The project was advertised for competitive bids on June 17, 2024. Five (5) bids were received and publicly opened on July 11, 2024. Bid amounts ranged from \$273,759 to \$381,165. The lowest, responsible bid was submitted by Roy Allan Slurry Seal, Inc. of Santa Fe Springs, CA in the amount of \$273,759. This contractor possesses the required license and has completed similar projects for the City. Staff recommends awarding the contract to Roy Allan Slurry Seal, Inc., and approving \$30,000 each for construction engineering and contingency funds. Construction is scheduled to begin in August 2024, and be completed in October 2024.

BUDGET IMPACT

Total cost for the project is in the amount of \$333,759 and includes:

- Construction Contract: \$273,759
- Construction Contingency: \$30,000
- Construction Engineering: \$30,000

This project is budgeted in the FY 2023-2024 CIP budget, and is funded by the Gas Tax Fund (Account No. 24-9806-590010). The project account has sufficient funds available for this project.

Attachments

[01_Reso_23-24AnnualSlurrySeal.pdf](#)

[02_LocationMap_23-24AnnualSlurrySeal.pdf](#)

[03_BIDResults_23-24AnnualSlurrySeal.pdf](#)

[04_BidSummary_23-24AnnualSlurrySeal.pdf](#)

[05_Contract_23-24AnnualSlurrySeal.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR **2023-2024 ANNUAL SLURRY SEAL 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:

2023-2024 ANNUAL SLURRY SEAL PROJECT

PASSED AND ADOPTED this 13th day of August 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

ATTEST:

Mayor

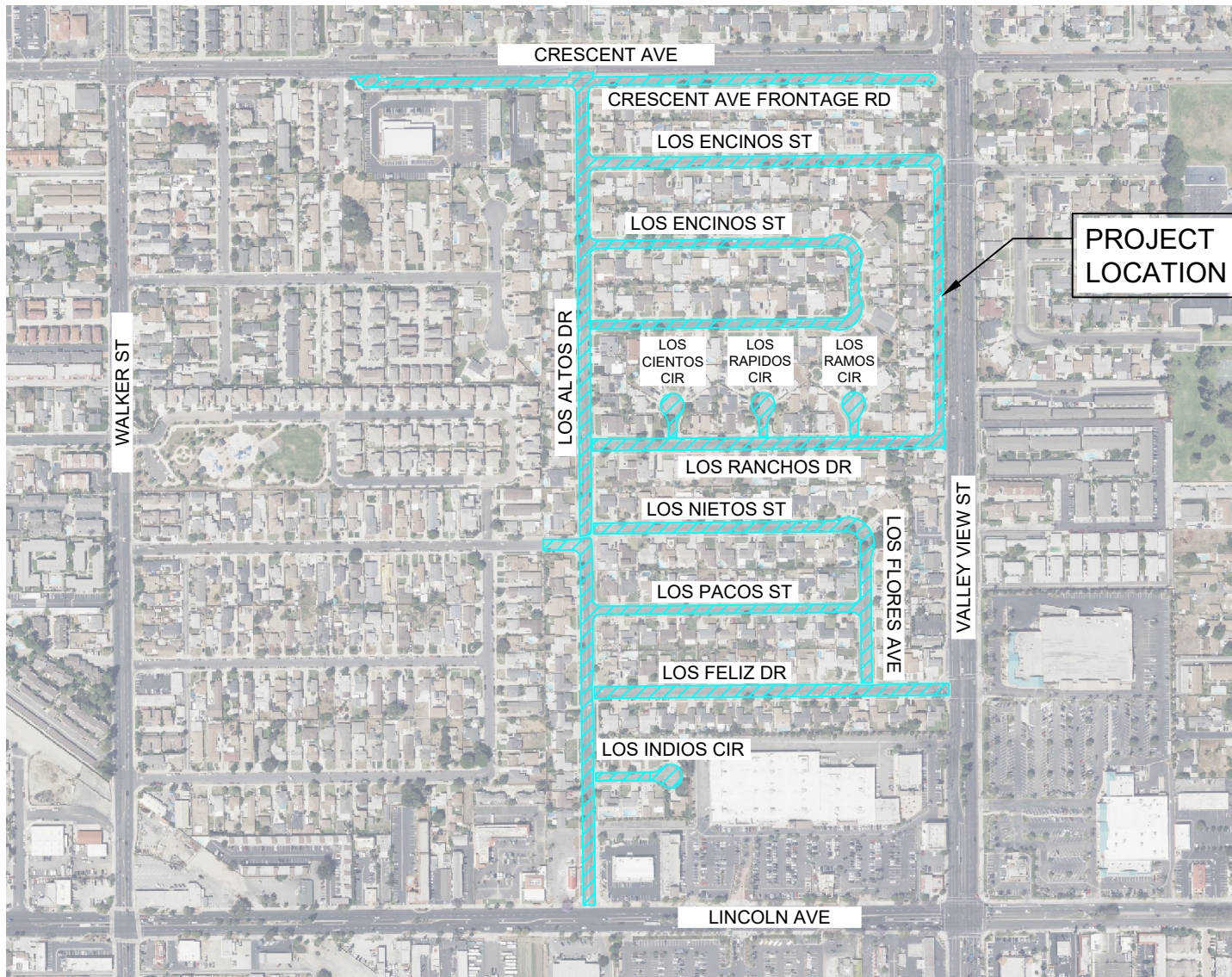
City Clerk

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 13th day of August 2024.

City Clerk

LOCATION MAP

2023-2024 ANNUAL SLURRY SEAL PROJECT



NOT TO SCALE

City of Buena Park

BID RESULTS

2023-2024 ANNUAL SLURRY SEAL PROJECT

Project No. 510

Bid No. 2024-09

Bid Opening. 7/11/2024 - 2:00 P.M.

Company Name		Bid Amount	
1	AMERICAN ASPHALT SOUTH, INC	\$	375,830.00
2	ROY ALLAN SLURRY SEAL, INC	\$	273,759.00
3	PAVEMENT COATINGS CO.	\$	299,518.00
4	COPP CONTRACTING INC.	\$	381,165.00
5	ALL AMERICAN ASPHALT	\$	306,780.00
6			
7			
8			
9			
10			

23-24 ANNUAL SLURRY SEAL PROJECT
Project No. 510 - Bid No. 2024-09
BID SUMMARY
Bid Opening: July 11, 2024 - 2:00 P.M.

				Engineer's Estimate		American Asphalt South		Roy Allan Slurry Seal		Pavement Coatings		Copp Contracting		All American Asphalt		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Base Bid																	
1	1	LS	Storm Water Pollution Prevention Plan (SWPPP/BMP)	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$4,620.00	\$4,620.00
2	1	LS	Furnish and Install 2 Construction Information Signs, Preconstruction Signs, Traffic Striping, Markers, and Markings. Remove Existing Traffic Striping with Wet Sandblasting & Remove Existing Raised Pavement Markers.	\$37,765.98	\$37,765.98	\$60,950.00	\$60,950.00	\$25,190.00	\$25,190.00	\$72,200.00	\$72,200.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	\$43,268.00	\$43,268.00
3	409,800	SF	Prepare Road and Install Rubber Polymer Modified Slurry (RPMS) Type I	\$0.57	\$232,356.60	\$0.40	\$163,920.00	\$0.33	\$135,234.00	\$0.22	\$90,156.00	\$0.50	\$204,900.00	\$0.40	\$163,920.00	\$0.37	\$151,626.00
4	23,000	SF	Cold Mill 2" of the Existing Asphalt Concrete Pavement and Removing Existing Paving Fabric if Encountered	\$0.77	\$17,629.50	\$1.03	\$23,690.00	\$1.40	\$32,200.00	\$1.35	\$31,050.00	\$1.60	\$36,800.00	\$1.00	\$23,000.00	\$1.28	\$29,348.00
5	23,000	SF	Construct 2" Thick Asphalt Concrete Surface Course, Type III C3 PG 70-10 (1/2" Rock)	\$1.24	\$28,520.00	\$3.19	\$73,370.00	\$2.80	\$64,400.00	\$2.65	\$60,950.00	\$2.54	\$58,420.00	\$2.69	\$61,870.00	\$2.77	\$63,802.00
6	25700	LF	Remove Existing Excess A.C. Pavement to Maintain 3/8" Gutter Lip	\$3.07	\$78,796.20	\$2.00	\$51,400.00	\$0.55	\$14,135.00	\$1.66	\$42,662.00	\$1.85	\$47,545.00	\$0.70	\$17,990.00	\$1.35	\$34,746.40
Bid total:				\$400,068.28		\$375,830.00		\$273,759.00		\$299,518.00		\$381,165.00		\$306,780.00		\$327,410.40	



CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR 2023-2024 ANNUAL SLURRY SEAL PROJECT “Project”

Project Number: 505
Bid Number: 2024-09

This CONTRACT (“Contract”) is made and entered this 13th day of August, 2024 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and Roy Allan Slurry Seal, Inc., a Corporation (“Contractor”). Contractor’s California State Contractor’s license number is #372798. 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 5/13/2024;
- C. The Instructions to Bidders for the Project, dated 5/13/2024;
- D. Contractor’s Bid for the Project, dated 7/11/2024 (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 5/8/2024 (“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 **two hundred seventy-three thousand seven hundred fifty-nine dollars and zero cents (\$273,759.00)** in accordance 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 or review. Failure of City to request copies of such documents will not impose and 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. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:

2023-2024 ANNUAL SLURRY SEAL PROJECT

(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:

2023-2024 ANNUAL SLURRY SEAL PROJECT
(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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

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 ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

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.

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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.

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City of Buena Park
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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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

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

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*)

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING PLANS, SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH HARDY & HARPER, INC. FOR THE LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	NEW BUSINESS Item: 5B
Presented By	Prepared By
Norm Wray, Senior Engineering Technician	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 Los Coyotes Drive Street Improvement Project; 2) Award a contract to Hardy & Harper, Inc. in the amount of \$650,000; 3) Authorize contingency funds in the amount of \$65,000 in the same purchase order; 4) Authorize construction engineering in the amount of \$46,000; 5) Authorize a purchase order for The Solis Group in the amount of \$6,000 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of \$3,000 for the CWA administration); 8) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 9) Authorize the City Manager and City Clerk to execute the contract; and 10) Authorize a budget transfer of \$101,000 from the Caballero Rehabilitation Project Account.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Cities undertake pavement rehabilitation projects to ensure the safety, functionality, and longevity of their road infrastructure. These projects address issues such as cracks, potholes, and surface wear, preventing them from worsening and reducing the need for costly emergency repairs. Rehabilitation of Los Coyotes Drive is a part of the City's annual Capital Improvement Program (CIP) for the FY 2023-2024.

The Los Coyotes Drive Street Improvement Project will include removing and replacing street pavement, sidewalks, curbs and gutters, cross gutters, new striping, and installing a cape seal on Los Coyotes Drive from Beach Boulevard to Country Club Drive. The project also includes adjusting existing utility covers to accommodate new street grades.

This project was advertised for competitive bids on July 11, 2024. Four bids were received and publicly opened on August 1, 2024. Bid amounts ranged from \$650,000 to \$992,000. The Engineer's estimate was \$850,000. The lowest, responsible bid was submitted by Hardy & Harper, Inc. of Lake Forest, CA in the amount of \$650,000. This contractor possesses the required license and has completed other paving projects for the City. Staff recommends awarding a contract to Hardy & Harper, Inc. and approving contingency funds in the amount of \$65,000. Construction is scheduled to begin in September 2024, and be completed in October 2024. The CWA agreement will apply to this project based on the total contract cost.

BUDGET IMPACT

This project is funded in the FY 2023-2024 CIP budget, and is funded by the Measure M2 Fund (Fairshare) and the Gas Tax Fund (Account No. 24-9806-590187).

Total costs for the project is in the amount of \$770,000 and includes:

- Construction Contract: \$650,000
- Construction Contingency: \$65,000
- Construction Engineering: \$46,000
- Community Workforce Agreement Administration: \$6,000
- Community Workforce Agreement Administration Contingency: \$3,000

The Capital Improvement Project (CIP) budget for this item is \$700,000. However, a portion of this budget was utilized for surveying and geotechnical studies related to the project design. The account has an available balance of \$669,447. The total construction cost, with all contingencies, is \$770,000. Therefore, the project account has insufficient funds available for the construction phase of the project. Approximately \$101,000 is needed to complete construction. This amount will be reallocated from the project savings in the Caballero Boulevard Pavement Rehabilitation project account (25-590186-9806) for this purpose.

Attachments

[Award Los Coyotes Paving Att 1 of 7 - RESO.pdf](#)

[Award Los Coyotes Paving Att 2 of 7 - Location Map.pdf](#)

[Award Los Coyotes Paving Att 3 of 7 - Bid Results.pdf](#)

[Award Los Coyotes Paving Att 4 of 7 - Bid Summary.pdf](#)

[Award Los Coyotes Paving Att 5 of 7 - Contract.pdf](#)

[Award Los Coyotes Paving Att 6 of 7 - Los Coyotes Account.pdf](#)

[Award Los Coyotes Paving Att 7 of 7 - Caballero Account.pdf](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING
PLANS AND SPECIFICATIONS FOR THE LOS COYOTES DRIVE STREET
IMPROVEMENT 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:

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT

PASSED AND ADOPTED this 13th day of August, 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

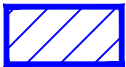
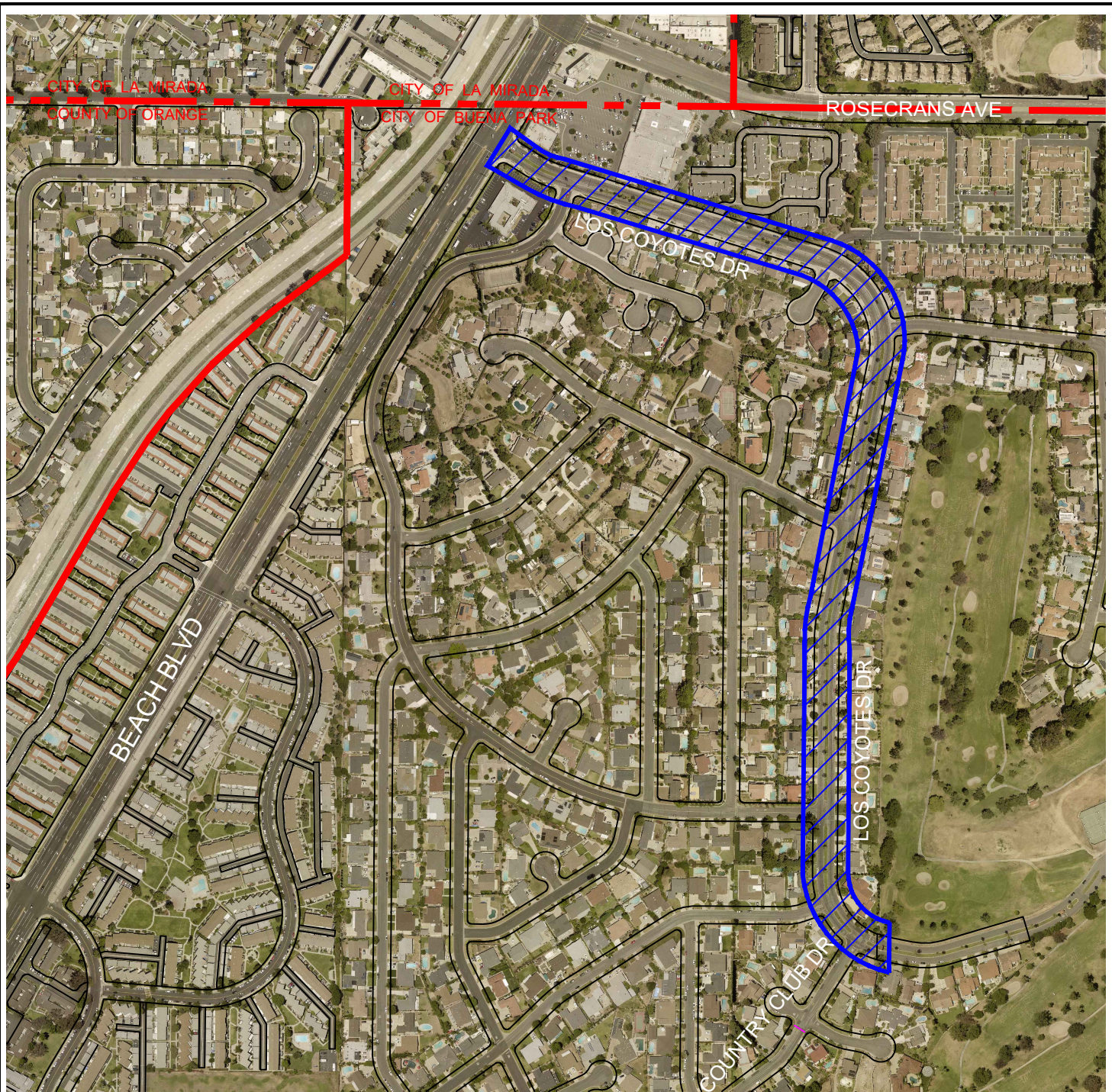
ATTEST:

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 13th day of August, 2024.

City Clerk

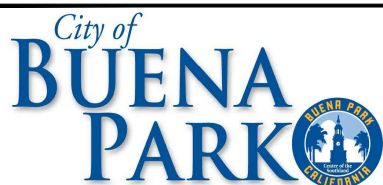


: INDICATES THE PROJECT AREA

--- : INDICATES CITY LIMITS



SHEET 1 OF 1



VICINITY MAP OF LOS COYOTES DRIVE REHABILITATION

SCALE: 1" = 500'

DRAWING NO. N/A

City of Buena Park
BID RESULTS
LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT
Project No. 506
Bid No. 2023-15
Bid Opening. 08/01/2024 - 2:00 P.M.

Company Name		Bid Amount
1	Hardy & Harper, Inc.	\$650,000.00
2	Onyx Paving Company	\$765,000.00
3	All American Asphalt	\$788,080.00
4	MBC Enterprises	\$991,397.00

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT
BID SUMMARY

Bid Opening: August 1, 2024 - 2:00 P.M.

				HARDY & HARPER, INC.		ONYX PAVING CO., INC.		ALL AMERICAN ASPHALT		MBC ENTERPRISES, INC.		ENGINEER'S ESTIMATE		AVERAGE	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	MOBILIZATION	\$81,950.00	\$81,950.00	\$61,427.50	\$61,427.50	\$50,000.00	\$50,000.00	\$96,492.00	\$96,492.00	\$76,295.33	\$76,295.33	\$72,467.38	\$72,467.38
2	1	LS	TRAFFIC CONTROL, TO INCLUDE ALL PLANS, COMPUTERIZED MESSAGE SIGNS, DELINEATORS, STEEL PLATES, AND ANY OTHER NEEDED SAFETY DEVICES.	\$100,000.00	\$100,000.00	\$169,000.00	\$169,000.00	\$55,000.00	\$55,000.00	\$80,840.00	\$80,840.00	\$130,000.00	\$130,000.00	\$101,210.00	\$101,210.00
3	1	LS	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND BEST MANAGEMENT PRACTICES (BMP'S)	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$36,120.00	\$36,120.00	\$25,000.00	\$25,000.00	\$15,530.00	\$15,530.00
4	1	LS	FURNISH AND INSTALL TWO (2) CONSTRUCTION INFORMATION SIGNS, TRAFFIC STRIPING AND MARKERS INCLUDING CURB MARKINGS	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$93,224.00	\$93,224.00	\$30,000.00	\$30,000.00	\$50,806.00	\$50,806.00
5	8,750	SF	COLD MILL AND REMOVE 3" OF EXISTING AC PAVEMENT	\$2.00	\$17,500.00	\$3.33	\$29,137.50	\$2.50	\$21,875.00	\$3.00	\$26,250.00	\$1.29	\$11,287.50	\$2.71	\$23,690.63
6	170	TON	CONSTRUCT 3" AC SURFACE COURSE TYPE III C3 PG-70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT OR APPROVED EQUAL	\$250.00	\$42,500.00	\$222.00	\$37,740.00	\$250.00	\$42,500.00	\$427.00	\$72,590.00	\$183.50	\$31,195.00	\$287.25	\$48,832.50
7	193,000	SF	CONSTRUCT AR CAPE SEAL PER SPECIFICATIONS	\$0.85	\$164,050.00	\$0.92	\$177,560.00	\$1.35	\$260,550.00	\$1.10	\$212,300.00	\$1.64	\$316,520.00	\$1.06	\$203,615.00
8	2,200	SF	REMOVE EXISTING CROSS GUTTER AND CONSTRUCT NEW PER CITY OF BUENA PARK STD. PLAN NO. 105	\$38.00	\$83,600.00	\$42.00	\$92,400.00	\$53.00	\$116,600.00	\$74.00	\$162,800.00	\$39.44	\$86,768.00	\$51.75	\$113,850.00

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT
BID SUMMARY

Bid Opening: August 1, 2024 - 2:00 P.M.

				HARDY & HARPER, INC.		ONYX PAVING CO., INC.		ALL AMERICAN ASPHALT		MBC ENTERPRISES, INC.		ENGINEER'S ESTIMATE		AVERAGE	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
9	2	EA	REMOVE EXISTING AND CONSTRUCT NEW CURB RAMP PER OCPW STD. PLAN 1115 NEW CURB RAMP TO BE MONOLITHIC WITH NEW CROSS GUTTER	\$10,000.00	\$20,000.00	\$13,500.00	\$27,000.00	\$15,000.00	\$30,000.00	\$10,320.00	\$20,640.00	\$7,689.00	\$15,378.00	\$12,205.00	\$24,410.00
10	195	LF	REMOVE EXISTING AND CONSTRUCT NEW CURB AND GUTTER PER CITY OF BUENA PARK STD. PLAN NO. 202, NEW CURB AND GUTTER TO BE MONOLITHIC WITH NEW CROSS GUTTER	\$100.00	\$19,500.00	\$123.00	\$23,985.00	\$75.00	\$14,625.00	\$215.00	\$41,925.00	\$196.75	\$38,366.25	\$128.25	\$25,008.75
11	130	LF	REMOVE EXISTING AND CONSTRUCT NEW CURB AND GUTTER PER CITY OF BUENA PARK STD. PLAN NO. 202 AND MATCH GUTTER WIDTH TO EXISTING	\$100.00	\$13,000.00	\$123.00	\$15,990.00	\$101.00	\$13,130.00	\$224.00	\$29,120.00	\$195.00	\$25,350.00	\$137.00	\$17,810.00
12	120	SF	REMOVE EXISTING AND CONSTRUCT NEW 4" THICK PCC SIDEWALK PER CITY OF BUENA PARK STD. PLAN NO. 208	\$20.00	\$2,400.00	\$22.00	\$2,640.00	\$50.00	\$6,000.00	\$26.00	\$3,120.00	\$36.75	\$4,410.00	\$29.50	\$3,540.00
13	1,200	SF	REMOVE A.C., A.B., AND SUBGRADE BEFORE PAVING AND CONSTRUCT 9" THICK A.C. PAVEMENT OVER COMPACTED BASE PER SHEET 4 DETAIL "A"	\$25.00	\$30,000.00	\$30.00	\$36,000.00	\$45.00	\$54,000.00	\$35.00	\$42,000.00	\$13.38	\$16,056.00	\$33.75	\$40,500.00
14	1	EA	REMOVE EXISTING CURB RAMP AND REPLACE WITH NEW 4-INCH PCC SIDEWALK PER CITY OF BUENA PARK STD. PLAN NO. 208 AND NEW CURB, NEW CURB TO BE MONOLITHIC WITH NEW CROSS GUTTER	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$15,000.00	\$15,000.00	\$11,696.00	\$11,696.00	\$3,845.00	\$3,845.00	\$11,299.00	\$11,299.00
15	9	EA	ADJUST VALVE FRAME AND COVER TO GRADE PER CITY OF BUENA PARK STD. PLAN 518	\$1,500.00	\$13,500.00	\$1,100.00	\$9,900.00	\$1,000.00	\$9,000.00	\$3,096.00	\$27,864.00	\$1,477.50	\$13,297.50	\$1,674.00	\$15,066.00
16	4	EA	INSTALL LOOP DETECTOR COMPLETE PER PLANS	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$2,064.00	\$8,256.00	\$750.00	\$3,000.00	\$1,316.00	\$5,264.00

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT

BID SUMMARY

Bid Opening: August 1, 2024 - 2:00 P.M.

				HARDY & HARPER, INC.		ONYX PAVING CO., INC.		ALL AMERICAN ASPHALT		MBC ENTERPRISES, INC.		ENGINEER'S ESTIMATE		AVERAGE	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
17	40	CY	OPTIONAL – OVER EXCAVATION (UNSUITABLE AREAS)	\$150.00	\$6,000.00	\$111.00	\$4,440.00	\$620.00	\$24,800.00	\$430.00	\$17,200.00	\$153.75	\$6,150.00	\$327.75	\$13,110.00
18	40	TON	OPTIONAL – ASPHALT CONCRETE BRIDGE MIX	\$175.00	\$7,000.00	\$222.00	\$8,880.00	\$640.00	\$25,600.00	\$224.00	\$8,960.00	\$158.25	\$6,330.00	\$315.25	\$12,610.00
TOTAL =				\$650,000.00		\$765,000.00		\$788,080.00		\$991,397.00		\$839,248.58		\$798,619.25	



CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT “Project”

Project Number: 506

Bid Number: 2023-15

This CONTRACT (“Contract”) is made and entered this 13th day of August, 2024 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and HARDY & HARPER, INC., a CALIFORNIA CORPORATION (“Contractor”). Contractor’s California State Contractor’s license number is 215952. 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 July 11, 2024;
 - C. The Instructions to Bidders for the Project, dated July 11, 2024;
 - D. Contractor’s Bid for the Project, dated July 25, 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 July 11, 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 are 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 Six Hundred and Fifty Thousand dollars (\$650,000) in accordance 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 and 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. 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. 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. 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. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft

Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. 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.
13. 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.
14. 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.
15. 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.
16. 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. _____

(Name and address of Contractor)

(Name and address of Surety)

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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.

FAITHFUL PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

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

LOS COYOTES DRIVE STREET IMPROVEMENT PROJECT
(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 Blvd
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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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.

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

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

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

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 _____, 2024

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

Telephone No.: (____) _____

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 ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> Following Form <input type="checkbox"/> Umbrella Liability <input type="checkbox"/> _____	_____	_____

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 _____, 2024

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

Telephone No.: (____) _____

SUNGARD PUBLIC SECTOR
DATE: 08/05/2024
TIME: 14:53:16

CITY OF BUENA PARK
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: orgn.fund='24' and orgn.orgn2='590187' and expledgr.account='9806'
ACCOUNTING PERIODS: 1/24 THRU 13/24

SORTED BY: FUND,ACTIVITY,ACCOUNT

TOTALED ON: FUND,ACTIVITY

PAGE BREAKS ON: FUND

FUND - 24 - STATE GAS TAX FUND
ACTIVITY - 590187 - LOS COYOTES BEACH-COUNTRY

ACCOUNT	DATE	T/C	PURCHASE O	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
24-5-590187-090-590187 - LOS COYOTES BEACH-COUNTRY										
9806										
	06/30/23	11-1				700,000.00	.00	.00	BEGINNING BALANCE	
	07/13/23	17-1	240019-01		10000774				POSTED FROM BUDGET SYSTEM	
	07/13/23	17-1	240021-01		10011653			6,500.00	GEOTECHNICAL SERVICES FOR	
	08/29/23	21-2	240019-01	420857	10000774		6,500.00	34,000.00	SURVEYING SERVICES FOR TH	
	09/12/23	21-3	240021-01	421076	10011653		24,052.80	-6,500.00	GEOTECHNICAL SERVICES FOR	
								-34,000.00	SURVEY/LOS COYOTES	
TOTAL						700,000.00	30,552.80	.00		669,447.20
TOTAL ACTIVITY - LOS COYOTES BEACH-COUNTRY						700,000.00	30,552.80	.00		669,447.20
TOTAL FUND - STATE GAS TAX FUND						700,000.00	30,552.80	.00		669,447.20
TOTAL REPORT						700,000.00	30,552.80	.00		669,447.20

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PUBLIC SECTOR
DATE: 08/05/2024
TIME: 14:09:14

CITY OF BUENA PARK
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: orgn.fund='25' and orgn.orgn2='590186' and expledgr.account='9806'
ACCOUNTING PERIODS: 1/24 THRU 13/24

SORTED BY: FUND,ACTIVITY,ACCOUNT

TOTALED ON: FUND,ACTIVITY

PAGE BREAKS ON: FUND

FUND - 25 - MEASURE M2
ACTIVITY - 590186 - CABALLERO VALLEY TO REGIO

ACCOUNT	DATE	T/C	PURCHASE O	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
25-5-590186-090-590186 - CABALLERO VALLEY TO REGIO										
9806	CAPITAL PROJECT					.00	.00	.00	BEGINNING BALANCE	
	06/30/23	11-1				1,000,000.00			POSTED FROM BUDGET SYSTEM	
	08/17/23	17-2	240090-01		00004687 KDM MERIDIAN COR			19,990.00	TOPOGRAPHIC SURVEY AND	
	08/17/23	17-2	240090-02		00004687 KDM MERIDIAN COR			1,500.00	CORNER RECORD FILING	
	08/21/23	17-2	240096-01		10011088 GROUP DELTA CONS			8,179.00	GEOTECHNICAL SERVICES PER	
	10/23/23	21-4	240090-01	421755	00004687 KDM MERIDIAN COR		19,990.00	-19,990.00	CABALLERO/REHAB/OCT23	
	10/23/23	21-4	240096-01	421733	10011088 GROUP DELTA CONS		8,179.00	-8,179.00	GEOTECHNICAL SERVICES PER	
	04/24/24	17-10	240484-01		10012511 TSG ENTERPRISES,			5,380.00	COMMUNITY WORKFORCE AGREE	
	04/24/24	17-10	240484-02		10012511 TSG ENTERPRISES,			1,345.00	CONTINGENCY	
	05/01/24	17-11	240490-01		10000124 HARDY & HARPER I			659,000.00	PAVEMENT REHABILITATION C	
	05/01/24	17-11	240490-02		10000124 HARDY & HARPER I			76,000.00	CONTINGENCY	
	05/22/24	17-11	240526-01		10000774 INLAND VALLEY SL			2,915.00	MATERIAL TESTING SERVICES	
	05/22/24	17-11	240526-02		10000774 INLAND VALLEY SL			915.00	CONTINGENCY	
	06/26/24	21-12	240484-01	425813	10012511 TSG ENTERPRISES,		166.50	-166.50	CABALLERO PAVE/APR-24	
	06/26/24	21-12	240484-01	425813	10012511 TSG ENTERPRISES,		629.00	-629.00	CABALLERO PAVE/MAY-24	
	06/27/24	21-12	240526-01	425725	10000774 INLAND VALLEY SL		400.00	-400.00	CABALLERO PAVE/MAY-24	
	07/10/24	21-13	240484-01	426043	10012511 TSG ENTERPRISES,		499.50	-499.50	CABALLERO PAVE/JUNE24	
	07/24/24	21-13	240526-01	426190	10000774 INLAND VALLEY SL		1,680.00	-1,680.00	CABALLEO PAVE/JUNE-24	
	07/29/24	21-13	240490-01	426181	10000124 HARDY & HARPER I		636,201.24	-636,201.24	CABAALLERO BL/JUNE-24	
TOTAL	CAPITAL PROJECT					1,000,000.00	667,745.24	107,478.76		224,776.00
TOTAL ACTIVITY - CABALLERO VALLEY TO REGIO						1,000,000.00	667,745.24	107,478.76		224,776.00
TOTAL FUND - MEASURE M2						1,000,000.00	667,745.24	107,478.76		224,776.00
TOTAL REPORT						1,000,000.00	667,745.24	107,478.76		224,776.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

BUDGET ALLOCATION FOR THE OFFICE OF SUSTAINABILITY

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	NEW BUSINESS Item: 5C
Presented By	Prepared By
Lotus Thai, Sustainability Manager	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Allocate \$43,000 from the undesignated General Fund balance for the Office of Sustainability budget for Fiscal Year 2024-2025.

PREVIOUS CITY COUNCIL ACTION

City Council approved the Sustainability Manager position in May 2023.

DISCUSSION

In May 2023, the City Council approved the creation of a Sustainability Manager position within the Community and Economic Development Department. This position was filled in April 2024 by Lotus Thai. The main priority for the Office of Sustainability in FY 2024-2025 is to develop the City's first Climate Action and Adaptation Plan (CAAP). The CAAP will be Buena Park's strategic plan to reduce greenhouse gas emissions and adapt to the impacts of climate change. While the development of the CAAP is a critical early step towards becoming more sustainable, the Office of Sustainability is also tasked with developing a work plan for fiscal year 2024-2025 to increase city staff and community awareness, engagement and action towards becoming more sustainable. To accomplish this, the Office of Sustainability is requesting a budget allocation of \$43,000 for the following projects and programs:

1. Awareness (\$9,650)
 - a. Develop Sustainability branding for the community to recognize.
 - i. Began June 3, 2024 with the launch of a new logo.
 - b. Create a website/webpage
 - i. Webpage launched June 9, 2024 and will be continuously updated.
 - c. Foster relationships through memberships in Green Cities California and Sustain SoCal, and participation in relevant conferences .
2. Engagement (\$16,148)

- a. Education programs (e.g. Tabling at community events, field trips, informational flyers, and presentations) and CAAP feedback sessions for residents, businesses, and City employees.
 - i. Giveaways and prizes are crucial to attracting people to tabling events. After learning about sustainability, participants will be given small, sustainable prizes.
 - ii. Efforts began on June 5, 2024 ,with an internal “Snack and Sustainability” event, Sustainability 101 presentations at commission meetings, and community introduction to the CAAP at two Summer Concerts in the Park events.
- 3. Action (\$8,320)
 - a. After learning the “why” through engagement programs, the community can adopt sustainable practices, fostering a cultural shift in Buena Park.
 - b. City Hall should be the “green” example transitioning from disposable dishware, utensils, and cups to reusable options.
 - c. More projects will be identified as the year progresses.
- 4. Inspire (\$7,694)
 - a. To sustain sustainability, we need to inspire people through stories and recognition. This includes a “Sustainable Buena Park Resident Champion” and “Sustainable Buena Park Business Champion” recognition program and Earth Day Fair at the City’s annual Spring Extravaganza .
- 5. Miscellaneous items, office supplies, etc. (\$1,000)

BUDGET IMPACT

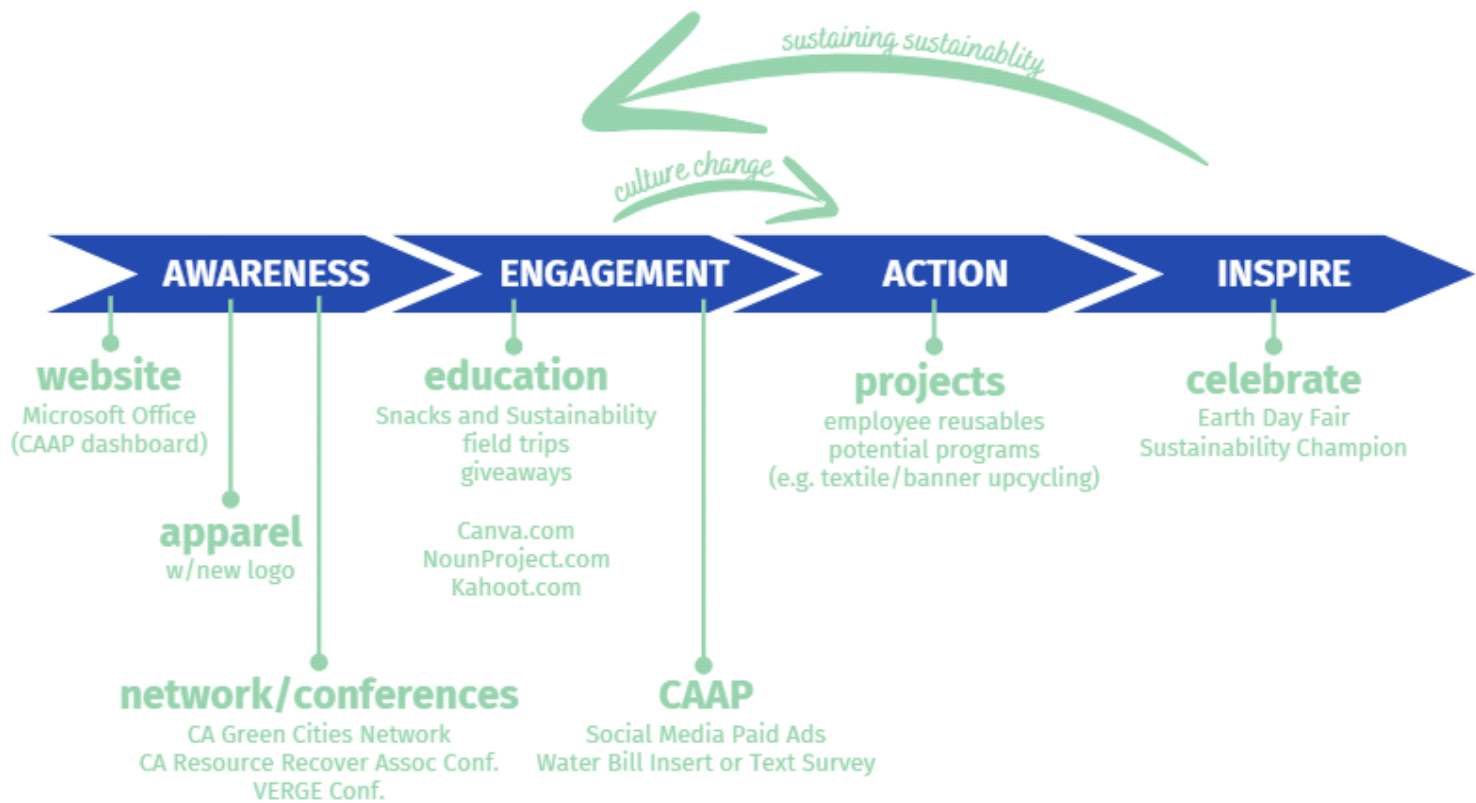
Program costs will total approximately \$42,812. Staff recommends a budget allocation from the undesignated General Fund balance in the amount of \$43,000 for this purpose.

Attachments

[Sustainability Budget City Council.pdf](#)



FY24-25 SUSTAINABILITY STRATEGY



FY24-25 Sustainability Budget

Awareness			Estimated
Website	Microsoft Office	Website maintenance for CAAP dashboard (e.g. PowerBI)	\$ 1,000.00
Brand	Climate Action Comission	Miscellaneous supplies like business cards	\$ 250.00
Brand	Apparel	Polo shirts and hats with sustainability logo (for frequent event workers: 5 commissioners, 1 sustainability manager, 3 extra for volunteers)	\$ 450.00
Membership	Green Cities California	Group of CA sustainability professionals to share information, network, etc.; recommended by Irvine sustainability team	\$ 1,500.00
Membership	Sustain Socal	Membership fee; all other OCPA cities are members; includes annual conference + workshops; can help with CAAP outreach/sustainability education	\$ 1,500.00
Conference	VERGE	\$800 hotel, \$400 flight, \$250 food, \$1,500 registration - San Jose	\$ 2,950.00
Conference	TBD	Examples: Green Cities California Spring convening - May 2024 was \$450 including food and lodging for 2 nights	\$ 2,000.00
Subtotal Awareness			\$ 9,650.00
Engagement			Estimated
Education	Kahoot	Subscription for account for <2000 players to play sustainability quiz, renews June 2025	\$ 588.00
Education	Canva	Website to make flyers, presentations, etc.	\$ 120.00
Education	Noun Project	Website for icons to develop sustainability website; annual subscription	\$ 40.00
Education	Snacks and Sustainability	Annual internal education event (departments will be split into rotations, each rotation will be trained once a year); cost includes food and training supplies for 60 people/event	\$ 2,400.00
Education	Field Trips	Trips with staff, commissioners, city council to EDCO San Diego recycling center, Street Tree Revival, ECOS, etc. (cost to cover gas)	\$ 200.00
Education	Social Media Paid Advertisement	CAAP Announcement (feedback/public comments)	\$ 1,000.00
Education	Text Survey/Town Hall	CAAP Announcement (feedback/public comments)	\$ 1,800.00
Giveaways	Stickers	Need inventory to "grab and go" for events like Whitaker Park Grand Opening; low cost giveaway with design "I am sustainABLE"; 3,000 waterproof stickers	\$ 700.00
Giveaways	Magnets	For trash sorting education events: magnets (to put on fridges) of landfill, recycling, and compost trash carts saying where items go; 500 sets	\$ 1,000.00
Giveaways	Temporary Tattoos	For events with kids (e.g. Summer Day Camp) with cute saying/graphic; 2,000 tattoos	\$ 300.00
Giveaways	Reusable Utensils	Giveaway item for community events that require more involvement (e.g. CAAP feedback town hall); \$2.35/set + tax + \$100 set up fee + shipping; 2,000 sets	\$ 6,000.00
Giveaways	Reusable Snack Bags	Giveaway item for community events that require more involvement (e.g. CAAP feedback town hall); 700 bags at \$2.50/bag	\$ 2,000.00
Subtotal Engagement			\$ 16,148.00
Action			Estimated
City Reusables	Employee + City Council Reusables	Branded reusable plates, cups, utensils, and towels w/carbiners to reduce single-use waste; 400 full-time employees (cost for fewer people is about the same b/c bulk purchasing; City Clerk will cover City Council sets)	\$ 5,320.00
Projects	Sustainability Projects	Miscellaneous supplies needed to supplement unknown events, projects, etc. (e.g. textile upcycling program, outreach events, signage around buildings)	\$ 3,000.00
Subtotal Action			\$ 8,320.00
Inspire			Estimated
Champion	City Sustainability Champion	Annual recognition for sustainable resident and business (10 trophies created from 1 Buena Park tree log at \$250/trophy; 2 trophies given per year)	\$ 2,694.00
Fair	Earth Day Fair	Captive audience at Spring Eggstravaganza and lower staff cost by partnering at exisitng event; staff will look for sponsorship opportunities	
		Booth ideas: CAAP feedback, local vendor/sustainable stores, non-profits/gov agencies (OCTA, OCPA), education (safe biking, vermicomposting, bees/chickens, electric lawn equipment), trash can decorating comeptition (inspired by Coachella program), community garden showcase, Swap not Shop (plants and clothes), smoothie bike	
		Plant-based food trucks	
Subtotal Inspire			\$ 7,694.00
Admin			Estimated
Other	Office Supplies	Miscellaneous items and storage cabinets (\$600 for 2; none available in storage/surplus)	\$ 1,000.00
Subtotal Admin			\$ 1,000.00
TOTAL			\$ 42,812.00



APPEAL OF GROUP HOME PERMIT DENIAL AT 8559 BLUEBELL DRIVE

The request for a Public Hearing has been withdrawn at the request of the Appellant.

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	PUBLIC HEARING Item: 6A
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

On May 2, 2024, staff officially denied the Group Home Permit for the property located at 8559 Bluebell Drive. Following the Group Home Permit denial by staff, on May 14, 2024, the applicant formally appealed the determination to the Planning Commission.

The Planning Commission conducted a hearing for the denial of the Group Home Permit on June 26, 2024. The Planning Commission unanimously upheld staff's denial of the permit. The applicant formally appealed the Planning Commission determination to the City Council on July 15, 2024. The applicant subsequently withdrew their appeal to the City Council on August 2, 2024.

Given the Public Hearing has been withdrawn at the request of the appellant, no further action is required.



TITLE 19 (ZONING CODE) TEXT AMENDMENT C-24-4 REGARDING URBAN HOMESTEADING

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	PUBLIC HEARING Item: 6B
Presented By	Prepared By
Matt Foulkes - Community and Economic Development Director	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Adopt the proposed Ordinance approving Text Amendment No. C-24-4 regarding the keeping of chickens and bees within single-family residential (RS) zones citywide.

PREVIOUS CITY COUNCIL ACTION

The City Council received study sessions reports on this topic at its February 27, 2024 and May 14, 2024 meetings.

DISCUSSION

At the study session on February 27, 2024, the City Council received a report regarding potential amendments to the Buena Park Municipal Code (BPMC) to expand the areas where urban homesteading activities are permitted. Urban homesteading activities include the growing of fruits, vegetables and herbs, the keeping of small livestock (e.g. chickens) as well as beekeeping. Currently, the BPMC only allows these types of activities on properties located within the Agricultural (A) overlay zone. There are only (15) parcels with this overlay zone in the City, all located on Haldor Place.

At the conclusion of the study session, the City Council referred this item to the Climate Commission for its review and recommendations. The Climate Commission received presentations from city staff and local bee and chicken keeping experts at its meetings in April and May. On May 14, 2024, the City Council received a follow-up study session to present the recommendations made by the Climate Commission. Following the study session, the City Council referred this item to the Planning Commission for review and recommendation on the proposed amendments to Title 19 (Zoning). The Planning Commission reviewed the proposed amendments at its meeting on July 24, 2024, and voted unanimously to recommend that the City Council adopt Text Amendment C-24-4. The following regulations are proposed for the keeping of bees and chickens within all single-family (RS) zones:

Beekeeping:

- Each single-family property may keep a maximum of four (4) hives. The number of hives fluctuates slightly depending on the season; properties found with more than four (4) hives will first be issued a warning to reduce the number of hives prior to initiating further enforcement actions.
- Hives may be located in the side or rear yard but must be a minimum of ten (10) feet from any property line.
- Parcels that share a common property line with a school, licensed childcare facility, or park shall not be permitted to keep bees.
- No property may keep bees without first obtaining a ministerial permit from the Community and Economic Development Department.
- Each application for beekeeping shall be on a City-provided form and shall include the following information and documentation:
 - The property address where beekeeping is proposed
 - Property owner authorization
 - A site plan showing the location on the parcel where the beehives will be located and the required six-foot tall fence/wall/hedge around the property or apiary
 - The location of the on-site water source
 - Self-attestation that the applicant has completed a training/certification course on beekeeping
- The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of bees based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

Chicken Keeping:

- Each single-family (RS) zoned property may keep a maximum of six (6) chickens (no roosters).
- No property may keep chickens without first obtaining a ministerial permit from the Community and Economic Development Department.
- Any property which keeps or maintains chickens shall provide an adequate enclosure.
- The enclosure must be a minimum size of ten (10) square feet of permeable land per chicken.
- The enclosure must provide protection for the chickens from the elements, and to prevent wildlife or other predators from gaining entry.
- Chicken enclosures or related structures may be located in the side or rear of the property but shall not be located in the front yard.
- Chicken coops/runs/enclosures shall be at least 10 feet from any side or rear property line.
- Chickens must be provided proper feeding and water at intervals not longer than twelve (12) hours apart.
- Coops, pens, enclosures or yards where chickens are kept must be maintained in a clean and sanitary condition. Manure or other debris shall be removed from such enclosures daily.
- Each application for the keeping of chickens shall be on a City-provided form and shall include the following information and documentation:
 - The property address where chicken keeping is proposed
 - Property owner authorization
 - A site plan showing the location on the parcel where the enclosure/coop/run will be located
 - Self-attestation that the applicant has completed a training/certification course on keeping of chickens
- The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of chickens based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

Pursuant to BPMC Section 19.124.010 a text amendment may be initiated by order of the City Council. In making its determination on the proposed text amendment the City Council shall make the following findings:

1. Provide an explanation of the relationship to the General Plan and any applicable Specific Plans.

2. Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available.

The proposed amendments to Title 19 of the BPMC to allow for the keeping of bees and chickens within single-family residential zones supports multiple policies and goals of the General Plan including the Conservation and Sustainability Element and the Environmental Justice Element. Several goals and policies within these elements encourage projects and programs which reduce solid waste creation, promote sustainable development practices and promote access to fresh food options. Allowing residents to keep chickens and bees on their property, subject to the proposed development standards, not only improves the availability and quality of the local food supply, but it also reduces the carbon footprint and promotes environmentally sustainable living practices.

Additionally, the proposed amendments to Title 19 will not have any effect on the housing needs of the region. The proposed regulations will allow existing RS-zoned properties in the City to apply to keep chickens or bees within their rear or side yard area subject to compliance with the development standards, and application and inspection processes outlined in the proposed text amendment. Properties that do not manage or maintain their bees or chickens pursuant to the specified standards will be subject to code enforcement action, up to and including the revocation of their beekeeping or chicken keeping permit.

PUBLIC HEARING NOTICE

Notice of the public hearing was published in the *Buena Park Independent* on August 1, 2024; and posted at City Hall, the Buena Park Library, and the Ehlers Event Center on August 1, 2024.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

[Ordinance - Urban Homesteading.pdf](#)

ORDINANCE NO. _____
TEXT AMENDMENT NO. C-24-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 19.312.040 (AGRICULTURAL OVERLAY CLASSIFICATION) AND SECTION 19.348.050 (ANIMAL KEEPING) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE TO REGULATE THE KEEPING OF CHICKENS AND BEES IN SINGLE-FAMILY (RS) ZONES CITY WIDE

A. RECITALS.

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

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPMC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On July 24, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-4 and recommended that the City Council approve the Text Amendment.

(iv) On August 13, 2024, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-24-4.

(v) This Ordinance is a text change to the BPMC and has been processed and considered in accordance with the provisions of Section 19.124.010 (Text Change) of the Buena Park Municipal Code, as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

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

SECTION 1. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

SECTION 2. Section 19.312.040 of the Buena Park Municipal Code, entitled "Agricultural Overlay Classification" is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strike through~~):

§ 19.312.040. Agricultural Overlay Classification.

- A. Permitted Uses. Property located in an area shown on the Zoning Map with the symbol "A" may be used for the following agricultural activities in addition to the uses authorized for the underlying zone:

1. Horticultural production;
 2. Plant nursery;
 3. Orchards and tree crops;
 4. Field crops, berry crops, bush crops, truck gardening;
 5. Raising or keeping of livestock subject to the requirements of subsection C of this section;
 6. Raising or keeping of chickens subject to the requirements of subsection E of this section;
 7. Beekeeping, subject to the requirements of subsection D of this section;
 8. Agricultural accessory uses and structures.
- B. Lot Size. Notwithstanding the requirements of the underlying zone, the minimum lot size in the A Overlay Zone shall be 14,000 square feet.
- C. Livestock. Raising or keeping of livestock shall be limited to domesticated animals such as rabbits, fowl, and not more than 2 horses, mules, cows, goats, sheep, or similar large animals in any combination. Any animal keeping structure for such animals shall be located at least:
1. 100 feet from the front property line;
 2. 30 feet from any other property line;
 3. 40 feet from any dwelling or other building used for human habitation, on either the subject or adjacent properties.
- D. **Beekeeping.** Unless otherwise permitted by conditional use permit, not more than 2 ~~4~~ bee colonies hives shall be permitted within the Agricultural Overlay Classification subject to the following development and operational standards: ~~or beehives on a lot, with not more than 2 supers or honey-collecting cells per colony, provided:~~
1. ~~Each hive or colony shall be located to the rear of a main structure and at least 15 feet from every property line;~~
 2. ~~Such hives or colonies shall be the property of, and maintained by, the residents of the property upon which the hives are located;~~
 3. ~~An adequate water supply shall be provided on site at all times;~~
 4. ~~All colonies are registered with the Orange County Agricultural Commissioner.~~
 1. The number of hives fluctuates slightly depending on the season; properties found with more than four (4) hives will first be issued a warning to reduce the number of hives prior to initiating further enforcement actions.
 2. Hives may be located in the side or rear yard but must be a minimum of ten (10) feet from any property line.
 3. Parcels that share a common property line with a School, licensed childcare facility, or park shall not be permitted to keep bees.
 4. No property may keep bees without first obtaining a ministerial permit from the Community and Economic Development Department.
 5. Each application for beekeeping shall be on a City-provided form and shall include the following information and documentation:
 - i. The property address where beekeeping is proposed.

- ii. Property owner authorization.
 - iii. A site plan showing the location on the parcel where the beehives will be located and the required six-foot tall fence/wall/hedge around the property or apiary.
 - iv. The location of the on-site water source.
 - v. Self-attestation that the applicant has completed a training/certification course on beekeeping.
 - 6. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of bees based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.
- E. Chicken Keeping. Unless otherwise permitted by conditional use permit, not more than six (6) chickens (no roosters) may be kept on a each single-family (RS) zoned property subject to the following development and operational standards:
- 1. No property may keep chickens without first obtaining a ministerial permit from the Community and Economic Development Department.
 - 2. Any property which keeps or maintains chickens shall provide an adequate enclosure.
 - 3. The enclosure must be a minimum size of ten (10) square feet of permeable land per chicken.
 - 4. The enclosure must provide protection for the chickens from the elements, and to prevent wildlife or other predators from gaining entry.
 - 5. Chicken enclosures or related structures may be located in the side or rear of the property but shall not be located in the front yard.
 - 6. Chicken coops/runs/enclosures shall be at least 10-feet from any side or rear property line.
 - 7. Chickens must be provided proper feeding and water at intervals not longer than twelve (12) hours apart.
 - 8. Coops, pens, enclosures or yards where chickens are kept must be maintained in a clean and sanitary condition. Manure or other debris shall be removed from such enclosures daily.
 - 9. Each application for the keeping of chickens shall be on a City-provided form and shall include the following information and documentation:
 - i. The property address where chicken keeping is proposed.
 - ii. Property owner authorization.
 - iii. A site plan showing the location on the parcel where the enclosure/coop/run will be located.
 - iv. Self-attestation that the applicant has completed a training/certification course on keeping of chickens.
 - 10. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of chickens based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

SECTION 3. Section 19.348.050 of the Buena Park Municipal Code, entitled “Animal Keeping” is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

§ 19.348.050 Animal Keeping.

- A. Purpose. The purpose of this section is to reasonably control the number and types of animals being maintained within the City in order to protect the peace, health, and safety of residents and to preserve the urban and suburban quality of the environment.
- B. Animals Allowed. No animal shall be kept or maintained within the RS zones except as follows:
 - 1. Household Pets. Not more than three dogs and three cats per household plus any unweaned litter from such pets not over six months old, and parrots, canaries, and other house birds of a similar nature. Rabbits and fowl (other than house birds) are prohibited except in an A Overlay Zone subject to the provisions of Section 19.312.040. In addition, the following types of animals may be kept as household pets: hamsters, guinea pigs, white rats, white mice, turtles, salamanders, newts, chameleons, kangaroo rats, not more than three nonpoisonous reptiles not over six feet long, any nonpoisonous toad, lizard or spider, and other animals of a similar nature as may be determined by interpretation pursuant to Section 19.128.010.
 - 2. Beekeeping and the keeping of chickens shall be permitted within the RS zone subject to the development and operational standards outlined in the sections below.
- C. **Beekeeping.** Unless otherwise permitted by conditional use permit, not more than 2 4 bee colonies hives shall be permitted within any RS-zoned property subject to the following development and operational standards: ~~or beehives on a lot, with not more than 2 supers or honey-collecting cells per colony, provided:~~
 - 1. ~~Each hive or colony shall be located to the rear of a main structure and at least 15 feet from every property line;~~
 - 2. ~~Such hives or colonies shall be the property of, and maintained by, the residents of the property upon which the hives are located;~~
 - 3. ~~An adequate water supply shall be provided on-site at all times;~~
 - 4. ~~All colonies are registered with the Orange County Agricultural Commissioner.~~
 - 1. The number of hives fluctuates slightly depending on the season; properties found with more than four (4) hives will first be issued a warning to reduce the number of hives prior to initiating further enforcement actions.
 - 2. Hives may be located in the side or rear yard but must be a minimum of ten (10) feet from any property line.
 - 3. Parcels that share a common property line with a School, licensed childcare facility, or park shall not be permitted to keep bees.

4. No property may keep bees without first obtaining a ministerial permit from the Community and Economic Development Department.
5. Each application for beekeeping shall be on a City-provided form and shall include the following information and documentation:
 - i. The property address where beekeeping is proposed.
 - ii. Property owner authorization.
 - iii. A site plan showing the location on the parcel where the beehives will be located and the required six-foot tall fence/wall/hedge around the property or apiary.
 - iv. The location of the on-site water source.
6. Self-attestation that the applicant has completed a training/certification course on beekeeping.
7. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of bees based on the site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

D. Chicken Keeping.

1. No property may keep chickens without first obtaining a ministerial permit from the Community and Economic Development Department.
2. Any property which keeps or maintains chickens shall provide an adequate enclosure.
3. The enclosure must be a minimum size of ten (10) square feet of permeable land per chicken.
4. The enclosure must provide protection for the chickens from the elements, and to prevent wildlife or other predators from gaining entry.
5. Chicken enclosures or related structures may be located in the side or rear of the property but shall not be located in the front yard.
6. Chicken coops/runs/enclosures shall be at least 10-feet from any side or rear property line.
7. Chickens must be provided proper feeding and water at intervals not longer than twelve (12) hours apart.
8. Coops, pens, enclosures or yards where chickens are kept must be maintained in a clean and sanitary condition. Manure or other debris shall be removed from such enclosures daily.
9. Each application for the keeping of chickens shall be on a City-provided form and shall include the following information and documentation:
 - i. The property address where chicken keeping is proposed.
 - ii. Property owner authorization.
 - iii. A site plan showing the location on the parcel where the enclosure/coop/run will be located.
 - iv. Self-attestation that the applicant has completed a training/certification course on keeping of chickens.
10. The Community and Economic Development Director may issue additional rules and requirements regulating the keeping or maintaining of chickens based on the

site-specific conditions, and may deny, suspend or revoke any such permit for violations of these requirements.

- E. Domesticated animals such as horses, mules, cows, goats, or sheep may be kept only within the A Overlay Zone subject to the requirements of Section 19.312.040.
- F. Animals may be kept in an educational institution for the purpose of instruction, provided such animals are securely confined and properly cared for in a manner satisfactory to the Orange County poundmaster;
- G. Limitations.
 - 1. No person shall keep, maintain, or permit on any lot, parcel of land or premises under his or her control, any animal which by any sound or cry disturbs the peace and comfort of the inhabitants of the neighborhood or interferes with any person in the reasonable and comfortable enjoyment of life or property. Nor, shall any person maintain any animals in such a manner as to cause the breeding of flies or the creation of obnoxious odors, or in any manner which becomes or is a nuisance or health hazard.
 - 2. All animals shall be kept under control at all times by leash, fences, pens, corrals, cages, or suitable enclosures within buildings.
 - 3. All animal-keeping structures shall conform to any applicable zoning and building code requirements.
 - 4. Any premises where animals are kept shall be open to reasonable inspection by City personnel and other public officers have responsibility for enforcement of animal-control regulations.

SECTION 4. The proposed zone text amendments are exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. The proposed text amendment will allow for the keeping of chickens and bees within single-family zoned properties subject to specified development and operational standards to ensure that there are no impacts on surrounding properties.

SECTION 5. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect 30 calendar days after the final passage by the City Council.

ORDINANCE NO. _____
Page 7

SECTION 7. The City Clerk shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this 13th day of August 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____ 2024.

TITLE 19 (ZONING CODE) TEXT AMENDMENT C-24-5 REGARDING TEMPORARY SIGNS

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	PUBLIC HEARING Item: 6C
Presented By	Prepared By
Christopher G. Cardinale, City Attorney	Christopher G. Cardinale, City Attorney
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Adopt the proposed Ordinance approving Text Amendment No. C-24-5: Title19 (Zoning) of the Buena Park Municipal Code regarding the placement of temporary signs on public property and public rights-of-way. If the City Council approves the Text Amendment, it is recommended the City Council adopt a Resolution establishing approved locations for the posting of temporary special event signs.

PREVIOUS CITY COUNCIL ACTION

In August 2019, the Buena Park City Council made major amendments to the City's Temporary Sign Ordinance to ensure consistency with a 2015 United States Supreme Court case entitled *Reed v. Town of Gilbert*, 135 S. Ct. 2218. This case held that it is unconstitutional for a municipal sign ordinance to impose more stringent restrictions on certain types of signage based on the content of the sign (or speech). The City's 2019 Amendments adopted a content-neutral regulatory scheme that, in a general sense, allowed temporary signage on public rights-of-way subject to compliance with specific design standards and time limitations, and prohibited temporary signs that created obstructions to travel or visual clutter in public areas.

In August 2021, the City Council approved minor amendments to the Temporary Sign Ordinance to eliminate "time of day" limits on the placement of "temporary special event signs." The 2021 Amendments were intended to reduce administrative burdens on private parties and staff associated with complying and enforcing the Temporary Sign Ordinance.

The City has continued to observe and analyze the effectiveness of the Temporary Sign Ordinance following the 2021 Amendments. In February 2023, the City Council calendared the Temporary Sign Ordinance for discussion and expressed concerns with the over-concentration of temporary special event signs in certain areas of the City; and particularly with repeat and continuing offenders of the ordinance. The City Council discussed imposing alternative time, place, and manner restrictions on the placement of temporary special event signage in public rights-of-way and directed staff to analyze options and return with suggestions for updating the Temporary Sign Ordinance to address the City Council's concerns.

The item returned to the City Council for continued discussion on February 13, 2024, and June 25, 2024, and the City Council directed staff to prepare, and requested the Planning Commission review, an amendment to the Temporary Sign Ordinance that, except for pre-approved locations and corridors in the City, generally prohibited temporary specific signage on public property or public rights-of-way.

On July 24, 2024, the Planning Commission voted 3-2 to recommend that the City Council approve Text Amendment No. C-24-5.

DISCUSSION

The City has a comprehensive sign ordinance in Division 9, Title 19, of the Buena Park Municipal Code ("BPMC") ("Sign Ordinance"), and Chapter 19.904 specifically regulates the placement of "temporary signs" on public property or public rights-of-way in the City ("Temporary Sign Ordinance"). The Temporary Sign Ordinance does not apply to temporary signs placed on private property, which instead are governed by generally-applicable land use and zoning regulations.

"Temporary special event signs" continue to be the most common type of signage that generates the most complaints from residents to the City, and as a result requires the most staff time to implement. A "temporary special event sign" is a temporary sign (typically made of wood and cardboard) that identifies, displays, directs, or conveys information related to an event or occasion that is occurring within the City, and that does not invite the public to attend for a commercial purpose. Examples include signage posted by private parties that provide information about social gatherings, support groups, community meetings, religious services, elections, or educational meetings.

The City's existing Temporary Sign Ordinance allows temporary special event signs to be placed in public rights-of-way so long as: (a) The sign is posted no more than 30 days prior to the event and is removed within 10 days thereafter; and (b) The sign complies with the design and placement standards that are applicable to all temporary signs such as: no obstruction of pedestrian or vehicular movement or vision; maximum height and width standards; and no signs may be placed in street medians or affixed to public property / infrastructure.

The Temporary Sign Ordinance currently allows the City to remove temporary special events signs that are placed in violation of its provisions, and signs may be recovered by the owner within 21 days upon payment of a nominal storage fee to the City. Additionally, violations of the Temporary Sign Ordinance are considered infractions that may be punished through civil or administrative fines or penalties.

On July 24, 2024, the Planning Commission held a public hearing and analyzed a regulatory approach consistent with that requested by the City Council. Specifically, Text Amendment No. C-24-5 would revise the Temporary Sign Ordinance as follows:

- Temporary signs on private property are not impacted by the Text Amendment; instead, signs located on private property will remain subject to general land use / zoning standards.
- Temporary signs would be prohibited on public property or public rights-of-way except for: (a) official signs such as those posted by or for a governmental purpose (i.e. traffic control signs, public notices, city-sponsored events); and (b) "temporary special event signs" at pre-approved locations in the City. These "pre-approved" locations will be established by City Council Resolution.
- The Text Amendment would add specific definitions of "public property" (City-owned properties) and "public rights of way" (within 10 feet of the curb face) to provide clarity for compliance and enforcement purposes.
- The Text Amendment would prohibit more than 3 temporary special event signs from being placed by the same person at any single pre-approved location at the same time, and requires signs to comply with objective design, size, and maintenance standards.

- Prohibits temporary special event signs from being placed more than 40 days before the occasion or event to which it relates, and requires them to be removed 10 days after it concludes.
- The Text Amendment would allow the City to address illegally placed temporary special event signs through a variety of means, including: (1) immediate removal and storage of unlawfully placed signs; (2) escalating fines (\$100, \$200, \$500 per violation within a 12-month period); (3) administrative cost recovery by the City; and (4) any other lawful mechanism.
- The code amendment would make other clerical and conforming changes to the Temporary Sign Ordinance that include eliminating redundant or unnecessary definitions and renumbering and organizing existing code sections.

On July 24, 2024, the Planning Commission voted 3-2 to recommend that the City Council approve Text Amendment No. C-24-5, with the biggest discussion point being the period of time for which temporary signs may be placed. The current Temporary Sign Ordinance allows special event signs to be posted no more than 30 days before the event to which the sign relates is scheduled, and two Commissioners expressed a desire to keep this regulation unchanged. The City Council requested the the Planning Commission analyze a 45-day posting period for these signs, and 40 days was ultimately the majority recommendation of the Planning Commission.

If the City Council approves the proposed Text Amendment, staff recommends the City Council also adopt the proposed Resolution establishing the pre-approved locations for temporary special event signage. The possible locations were discussed previously by the City Council as being appropriate for this purpose, and may be updated again in the future by Resolution should the need arise. Location maps are included with this report (Att. 2).

The Public Works Department was consulted to determine the feasibility and viability of various locations for the posting of temporary signage with the City's right-of-way, and is comfortable with this regulatory approach. Staff believes this approach presents a content-neutral mechanism for regulating the time, place, and manner by which temporary special event signs may be posted in the public rights-of way, and will simplify both public understanding and staff administration of the Temporary Sign Ordinance moving forward. Staff also agrees with the findings made by the Planning Commission: the Text Amendment is consistent with the General Plan by regulating the orderly use of temporary signs within the community, advances public safety goals, eliminates blight, and facilitates economic development.

Staff notes that several locations which the community might historically associate with locations for the posting of temporary signs are actually located on private property; and as a result are not regulated or included in the proposed list of publicly-owned locations for the posting of temporary special event signage.

Staff recommends that the City Council take public testimony on the proposal, and following any questions of staff, adopt the proposed Ordinance approving Zoning Text Amendment No. C-24-5 and the Resolution designating the permissible posting locations.

PUBLIC HEARING NOTICE

On August 2, 2024, a notice of this public hearing was published in the *Buena Park Independent*. The notice of public hearing was also posted at City Hall, the Buena Park Library, and at the Ehlers Event Center on August 1, 2024.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

[Proposed City Council Ordinance \(Text Amendment\).pdf](#)

[Resolution - Temporary Sign Locations.pdf](#)

[Temporary Signs Map Locations - Combined Files.pdf](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA
CONCERNING SIGN REGULATIONS AND AMENDING CHAPTER
19.904, DIVISION 9, TITLE 19 OF THE BUENA PARK MUNICIPAL CODE

WHEREAS, the City of Buena Park ("City") is a charter city, incorporated under the laws of the State of California;

WHEREAS, the City adopts this Ordinance pursuant to the City's general and police powers and property rights set forth under Government Code Sections 65850(b), 38774 and 38775, Business and Professions Code Section 5200 *et seq.*, and Penal Code Section 556 *et seq.*;

WHEREAS, the placement of signs on public property and public rights-of-way have a substantial impact on the character and quality of the environment;

WHEREAS, the placement of signs may create traffic hazards, pedestrian hazards on sidewalks and other public spaces, and be potentially detrimental to property values, thereby adversely affecting the public health, safety, and welfare;

WHEREAS, the regulations of signs within the City has positive impacts on vehicular and pedestrian safety and improves the aesthetic appearance of the community;

WHEREAS, on July 24, 2024, the Planning Commission conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-24-5;

WHEREAS, on August 13, 2024, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-24-5 and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

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

SECTION 2. Based on the above recitals, staff report, and public comment, the City Council hereby finds that Zoning Text Amendment No. C-24-5 is consistent with the City's General Plan because the regulation and orderly use of temporary signs within the community advances public safety goals, minimizes blights, and facilitates economic development in furtherance of the Economic Development Elements of the General Plan.

SECTION 3. Section 19.904.020 of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

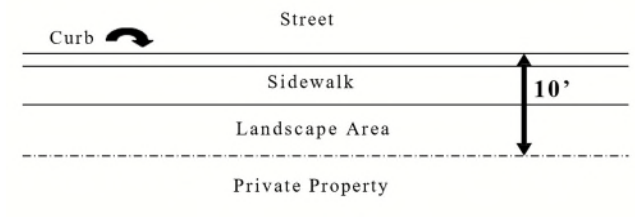
§ 19.904.020. Definitions. When used in this Division, the words, terms, and phrases defined in this section shall have the meaning and construction given herein. Other definitions which relate to this Division may also be found under Division 1, Section 19.104.080.

Frontage, building. "Building frontage" means the horizontal length of a wall of a main building where such wall faces a street. The measurement of such length is along a line parallel to the street. Where a building is arranged to include establishments with exterior public entrances but no wall space facing a street, the horizontal dimension of 1 wall of each such establishment which faces a mall or other private way may be considered to be building frontage. Where a building abuts more than one street, each side of the building facing a street is considered a separate building frontage.

Frontage, business. "Business frontage" means the horizontal length of a segment of building frontage which encloses a single business establishment and contains the primary public entrance to such establishment.

Public property. "Public property" means any property owned by the City and located outside of the public rights-of-way, including but not limited to parks, City Hall, civic centers, police and fire departments, senior or recreational centers, or any other city-owned or controlled real property.

Public rights-of way. "Public rights-of way" means all streets, sidewalk, medians, and the area within ten (10) feet of the curb face (see drawing below) and any backing lot landscaped easement areas:



Sign. "Sign" means any object, device, display or structure, or part thereof, situated outdoors or situated indoors and visible from outdoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination (other than illumination that highlights building features, such as exposed neon accenting building trim), or projected images. This definition does not include any supporting sign structure which in itself is not designed to attract attention.

Sign, A-frame. ~~"A-Frame" sign means a portable or movable sign made of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own support(s) and consisting of 1 or 2 panels connected and hinged at the top. A-Frame signs are commonly referred to as sandwich board signs.~~

Sign area. "Sign area" means the total sign face area of all sign faces of a sign; except, for the following types of signs, the total sign area is considered to be only the area of the single largest sign face:

- A. Double-faced signs where the 2 sign faces are parallel, on opposite sides of the same sign frame,
- B. Three-dimensional signs.

Sign, commercial. "Commercial sign" means a sign containing a message on behalf of any entity, company, or individual for the intent of making a profit.

Sign, canopy. "Canopy sign" means a sign suspended or attached beneath an eave, awning, canopy, arcade or other building overhang.

Sign, display board. "Display board sign" means a permanently installed panel provided for the posting of temporary advertisements or messages, and/or upon which manually changeable messages are displayed. This definition does not include electronic "scoreboard" type display boards.

Sign, electronic display board. "Electronic display board" means a permanently installed panel provided for the purpose of temporary advertisements or messages, upon which electronic messages are displayed with flashing or "moving" letters or symbols.

Sign face. "Sign face" means each area or display surface of a sign, including any framing, trim, or molding, but not including any supporting sign structure which in itself is not designed to attract attention. In the case of a sign face with no definite perimeter, the boundary of the sign face is considered to be a parallelogram, triangle, or circle which encloses all portions of the sign. In the case of a three dimensional sign, the flat projection of the largest area which can be seen at one time is considered as the sign face.

Sign face area. "Sign face area" means the area of a plane surface defined by the boundaries of a sign face.

Sign, ground. "Ground sign" means a sign affixed to a ground sign structure which is free-standing, supported from the ground, and not attached to a building.

Sign, monument. "Monument sign" means a ground sign supported on the ground in such a manner that the bottom edge of the sign face at any point is not more than 2 feet above ground level and the top is not more than 8 feet above the ground level.

Sign, noncommercial. "Noncommercial sign" means any sign that is not a commercial sign.

Sign, off-premises (billboard). "Off-premises (billboard) sign" means "billboard" and/ or "electronic billboard (which includes digital billboards)," as defined in Section 19.912.090 of this Code, excluding any temporary real estate open house sign, and any approved temporary sign advertising a special community benefit event.

Sign, projecting. "Projecting sign" means a sign mounted on a building wall or fascia in such a manner that 1 or more sign faces are not parallel to the building wall.

Sign, roof. "Roof sign" means a sign extending above, through or over the roof or eave line of a building, not including a sign mounted against the lower portion of a mansard type roof.

Sign structure. "Sign structure" means a structure, other than a building, upon which 1 or more signs are attached in any manner.

Sign structure, ground. "Ground sign structure" means a sign structure supporting a ground sign. A ground sign structure is considered to include all attached signs.

Sign, temporary. "Temporary sign" means a sign (including pennants, banners, forced cold-air inflatables, or other objects constituting a sign as defined in this chapter) that is intended to be displayed for a limited period of time which is not permanently fixed to a building or sign structure or is made in whole or in part from materials not intended to support long-term exposure to outdoor elements, such as cardboard or paper-related products, plastics, wood, or other degradable materials.

Special event sign, temporary. "Temporary special event sign" means any temporary sign identifying, displaying, directing, or conveying information, idea, or message related to an event or occasion occurring within the City's jurisdictional boundaries that does not invite members of the public to attend for the primary purpose of completing a commercial transaction at the site or location of the event or occasion. Without regard to the content or messaging of such signs, examples of temporary special event signs include, but are not limited to, those relating to social

gatherings (without entry fee or charge for food or drink), support groups, community meetings, religious services, elections, or educational meetings.

Sign, T frame. ~~"T-Frame" sign means a portable or movable sign of wood, cardboard, plastic, or other lightweight and rigid material capable of standing on its own consisting of a stabilizing base and having no more than 1 panel capable of displaying information on one or both sides and resembling an inverted letter "T." T-Frame signs are also referred to as T-Board signs.~~

Sign, wall. "Wall sign" means a sign mounted flat against the wall or fascia of a building or against the lower portion of a mansard-type roof. Sign, window. "Window sign" means a sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the building through the window.

Sign, window. "Window sign" means a sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the building through the window.

SECTION 4. Section 19.904.030 of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

19.904.030 General Requirements.

A. No sign, whether permanent or temporary, including any supporting structure and lighting thereof, shall present any hazard to the safety of pedestrian or vehicular traffic by obstructing the flow of such traffic, by obstructing the sight lines required for the safe movement of pedestrian or vehicular traffic, by interfering with the visibility and effectiveness of any traffic control or warning device or in any other manner.

B. Appearance.

1. Signs shall be designed and maintained to be compatible with the architectural design, style, and materials of the on-site building(s) to which the sign is affixed or otherwise located on the property.
2. Signs shall utilize detail features, (i.e., arches, trim, siding, colors, rock veneer, etc.) similar to the style of the building(s) the sign is affixed or otherwise located on the property.
3. Ground sign design and size shall be in proportion to the scale and massing of the development it identifies.
4. Ground sign cabinets shall be architecturally integrated into the overall design of the sign structure to prevent the cabinet from appearing as an addition.
5. Ground sign supports shall be wrapped with pole covers with design and finishes to match the on-site buildings.
6. The location of proposed ground signs shall take into account the location of existing ground signage on adjacent properties so as not to block their visibility.
7. Multi-tenant ground signs and wall signs with backgrounds shall maintain uniform background colors.

8. No sign face or sign area shall be added to an existing sign unless within a permanent frame or panel indicated for such purpose on approved plans for the total sign structure.
- C. **Illumination.** Where lighted signs are permitted, the illumination shall be fixed, steady and directed or controlled so as to prevent glare on streets, walkways, and residential property. There shall be no blinking, twinkling, scintillation, cyclic variation, motion, or the appearance of motion in the illumination of any sign. Electronic display boards are exempt from this provision when authorized under a conditional use permit.
- D. **Maintenance.** All signs shall be maintained in good condition and working order, to be free of graffiti, peeling paint, faded colors, and/or broken and damaged materials.
- E. **Obsolete Signs.** All signs shall pertain to existing businesses or services and goods offered on the premises. Any sign face no longer in compliance with this section shall be removed or covered to the satisfaction of the Director after 60 days of becoming obsolete.
- F. **Signs on Public Property and in Public Rights-of-Way.**
1. **General Prohibition.** ~~With the exceptions to the temporary signs listed in paragraph 2 of this subsection, The~~ placing, mounting, installing, affixing, erecting, maintaining, or displaying ~~of any temporary commercial sign on public property or in the public rights-of-way is prohibited, except for those temporary signs expressly permitted in subsection F(2) below, or as may be expressly authorized in a permit, license, lease, or other appropriate approval or agreement from the City.~~
 2. **Exceptions.** ~~Subject to the limitations set forth in this paragraph, the~~ The following temporary signs are permitted to be displayed on ~~parkways, public property and public rights-of-way:~~
- a. **Official Signs.** The following temporary signs associated with the City or other governmental agency are permitted:
 - (i) Traffic control or traffic directional signs placed or erected by the City or another governmental agency, or placed or erected under a permit or license issued by the City or another governmental agency.
 - (ii) Public notices or signs required by local, state, or federal regulations.
 - (iii) Signs placed or erected by the City in furtherance of its governmental functions.
 - (iv) Signs providing information about a public ~~or public-private project, development site, or event.~~ For purposes of this subsection, "public event" means an event organized by or in collaboration with the City or other governmental agency. ~~"Public-private event" means any event that is issued a temporary use permit or special permit pursuant to Division 10 of Title 19 of this code or an event located on City owned property pursuant to a valid agreement approved by the City such as a license or lease agreement. Project and development site signs shall not be over 32 square feet in area. For event signs under this subsection, signs shall comply with any conditions and restrictions contained in the temporary use permit, special permit, license, or lease agreement, whichever is applicable.~~

- (v) Banner signs advertising special community benefit events at specific locations stated below when both the event and the signs are approved by the City. The specific locations for the placement of such banner signs are:
 - (1) across Beach Boulevard on the south of the intersection of Beach Boulevard and Franklin Avenue,
 - (2) across Orangethorpe Avenue, approximately 430 feet east of its intersection with Valley View Street,
 - (3) across Orangethorpe Avenue, approximately 75 feet east of the northerly extension of Indiana Avenue,
 - (4) across La Palma Avenue, approximately 675 feet east of its intersection with Valley View Street,
 - (5) across Knott Avenue, approximately 185 feet north of Houston Street,
 - (6) across Beach Boulevard on the south of the intersection of Beach Boulevard and Melrose Avenue, and
 - (7) such other locations as approved by resolution of the City Council.

b. Temporary Special Event Signs. Temporary special event signs are permitted at the locations designated by Resolution of the City Council and For purposes of this subsection, a “special event” sign is any sign identifying, displaying, directing, or conveying information, idea, or message related to an event or occasion occurring within the City that does not invite members of the public to attend for the primary purpose of completing a commercial transaction at the site or location of the event or occasion. Examples of permitted special events signs include, but are not limited to, signs related to social gatherings (provided entry does not require a cover fee or the purchase of any food or drink), real estate open houses, support groups, religious services, and educational meetings. The examples listed in this subsection are not intended to create content-based regulations, but rather assist for purposes of interpretation and application. Special event signs shall comply with the sign standards and restrictions set forth under subsection F(3).

c. Noncommercial Signs. Temporary noncommercial signs that are not commercial signs are permitted at the locations designated by Resolution of the City Council and subject to the sign restrictions set forth under subsection shall comply with the sign standards and restrictions set forth under subsection (F)(3).

- 3. **Sign Standards and Restrictions.** All temporary signs permitted under Sections 19.904.030(F)(2)(b) and (c) shall comply with the following standards and restrictions:

a. Design and Size.

- (i) Temporary signs may be ground mounted and Signs shall be in the form of an A-Frame or T-Frame sign only, which shall not exceed a maximum standing height of 36 inches measured from grade the pavement to the highest point of the sign and shall not exceed a maximum width of 24 inches in width measured between the outer most edges of the sign or frame, whichever is greater.

- (ii) Temporary sSign display panels shall not be larger than 4 square feet in area.

b. Placement. Temporary signs Signs shall be placed in a manner that does not obstruct pedestrian movement and shall comply with the following:

- (i) Signs may not be placed on sidewalks measuring less than 60 inches in width.
- (ii) Signs shall be placed so as to maintain a minimum of 48 inches of clearance from any obstruction.
- (iii) Signs shall not obstruct pedestrian or handicap accessibility to curb ramps, buildings, emergency exits, transit stops, or parking spaces.
- (iv) Signs shall not be placed on any medians.
- (v) Signs shall not be placed projecting over, into, or within any street, alley, roadway, or highway intended for vehicular traffic.
- (vi) Signs shall not be placed, affixed, or attached to any trees, shrubbery, utility poles, traffic control signs or devices, newsracks, trash receptacles, bus stops, signs, or any other objects or structures installed or located in the public rights-of-way.
- (vii) No more than three 4-A-Frame or T-Frames temporary signs (or any combination thereof) may be placed at any one time, and at any single location permitted by Section (F)(2)(b), by any person or entity, or in association with any person or entity, or in connection with any particular idea, message, or event₇.
- (viii) Temporary special event signs and shall not be placed ~~in the on public property or public rights-of-way~~ more than 4030 days prior to the that date of the event or occasion to which the sign pertains, and must be removed within (ten) days of the event's conclusion.
- viii ~~A person or entity placing signs in on the public rights-of-way is permitted to place no more than 1 sign on each side of any single block. For purposes of this subsection, "block" shall mean that portion of a street or highway lying between the nearest 2 intersecting or intercepting street(s), highway, railroad right-of-way, terminus or dead-end street or highway, or city boundary.~~
- (ix) No temporary sign shall be affixed or attached to any other temporary sign, and temporary signs shall not be posted or placed in a manner that blocks or obscures the view of any other lawfully placed temporary sign.
- (x) No temporary sign shall be placed within 15 feet of any driveway.

c. Maintenance. Temporary signs Signs shall be kept neat, clean, and in good repair. Signs which are faded, torn, damaged or otherwise unsightly or in a state of disrepair shall be immediately replaced, repaired, or removed.

- d. **Signs Projecting into Public Rights-of-Way.** No temporary sign shall project over any public walkway, sidewalk, alley, street, or public property or public rights-of-way except as may be expressly permitted pursuant to this code. ~~On private property, in~~ In any outdoor areas open to the public, no portion of any sign attached to a building and extending below a height of 7 feet above ground level shall project more than 6 inches from the face of the building.
- e. **Use of Government Signage.** Privately placed or posted temporary signs ~~Signs~~ shall not mimic or otherwise resemble an official city or governmental signs so as to create confusion or mistake.
4. **Removal of Unlawful Temporary Signs.** ~~The City shall may immediately remove any temporary sign signs violating any provision of Section 19.904.030(F). this subsection and The City shall store the any removed signs for a period of not less than 21 days following removal and, if identifiable, make reasonable efforts to provide notice of the removal to the party responsible for displaying the sign(s), if reasonably known. The responsible party During this time persons may retrieve the any such removed sign signs from the City within said 21 day period, subject to the responsible party's upon payment of associated administrative costs and storage fees in an amount established by resolution of the City Council. If the removed signs have not been retrieved after the 21 days, the The City may destroy or otherwise dispose of the removed temporary special event signs that are not retrieved during the 21-day storage period in any manner deemed appropriate by the City.~~
5. **Penalties for Violations.** Any person owns or is responsible for a Each sign that is placed, posted, mounted, installed, affixed, erected, maintained, or displayed in violation of Section 19.904.030(F) is guilty of an infraction, and each sign this subsection shall constitute a separate and distinct violation, and every day a sign violation of this subsection exists in violation of Section 19.904.030(F) shall constitute a separate and distinct offense. Each and every violation of Section 19.904.030(F) is punishable by an administrative citation and fine issued pursuant to Sections 1.04.030 through 1.04.310 of the Buena Park Municipal Code. The City Clerk is an authorized "citing official" for purposes of enforcing Section 19.904.030(F).
6. **Alternative and Cumulative Remedies.** At the discretion of the citing official, a responsible party may be issued a compliance order pursuant to the procedures of Sections 1.04.250 through 1.04.310 of the Buena Park Municipal Code, and administrative costs may be assessed pursuant to Section 1.04.300. The City's removal of any sign under subsection (3) above this subsection is cumulative and supplemental to the remedies otherwise authorized in this Section under Chapter 1.04 of this code. Abatement of signs in violation of this subsection shall not constitute a defense to any remedy or proceeding that may be employed simultaneously under Chapter 1.04 of this code. Moreover, nothing in this chapter shall be construed to limit any right or remedy otherwise available to the City in law or equity; nor shall this subsection be construed to create a duty or obligation on the part of the City to enforce this subsection. Nothing in this Section is intended or shall be construed as creating a duty or obligation on the part of the City to enforce this section.

SECTION 5. Section 19.904.050 of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

19.904.050 Prohibited Signs. The following types of signs are prohibited:

- A.** Any form of moving, oscillating, or rotating sign;

- B. Inflatable signs (other than forced cold-air inflatables);
- C. Portable signs, not including temporary signs which are otherwise permitted;
- D. Off-premises signs (billboards), not including billboards otherwise permitted pursuant to Section 19.912.090, and temporary signs which are otherwise permitted;
- E. Roof signs;
- F. Signs located in or upon public property or public rights-of-way, except as permitted by Section 19.904.030(F)(2).

SECTION 6. Section 19.904.080 of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

19.904.080 Permit-Exempt Signs. The types of signs listed in this section shall be subject to the limitations provided herein and shall be exempt from the requirements for obtaining a zoning sign permit or zoning compliance review as called for in Section 19.904.070, and from the sign regulations of Chapters 19.908 through 19.916.

A. Public Signs, Warnings, and Notices.

1. Traffic and regulatory signs posted by the City, legal notices, railroad crossing, or warning signs,
2. Warning or trespass signs on private property. Each sign face area shall not be more than 2 square feet. Such signs shall be spaced at least 100 feet apart unless a closer spacing is approved by the Director,
3. Public utility signs containing only warning or service information.

B. Directional Signs. Signs, for purposes of identifying entrances to and exits from an establishment, or giving other directional or warning information to pedestrian or vehicular traffic, shall be subject to the following limitations:

1. Free-standing signs shall be not more than 8 feet in height. Height and location of directional signs attached to a building shall be subject to the approval of the Director.
2. Each sign face area shall be not more than 4 square feet, unless a larger sign is approved by the Director for safety and traffic control purposes.
3. No other type of information shall be included except each entrance sign may contain, within not more than 25 percent of the sign face area, a logo or other identification of the establishment served.

C. Memorial Signs and Cornerstones. Memorial signs or tablets, cut into stone or formed of permanently installed incombustible material. Only the name of the building or site, and/or date shall be shown.

D. Residential Directory Signs. Directory sign for a residential building or group of buildings provided such sign does not face a street and is no greater than 4 square feet in area.

E. Professional Signs. Nameplate or identification sign for a professional establishment, attached to a commercial or institutional building. Each sign face area shall be not more than 4 square feet.

- F. Bulletin Boards.** Bulletin board for a public, charitable, or religious institution and located on the premises of the institution. There shall be only 1 such exterior bulletin board on each such premises. The sign area of such bulletin board shall be not more than 20 square feet.
- G. Window Signs.** Temporary window signs on the premises of a nonresidential use, advertising special items or events. The total sign face area of such signs on each window shall not exceed 20 percent of the area for each window. No such sign shall remain longer than 30 days.
- H. Construction Signs.** Temporary signs on construction projects or development sites identifying the owners, major tenants, architects, engineers, or contractors. Each such sign shall be neatly painted and not over 32 square feet in sign area.
- I. Real Estate Signs.**

 - 1. Temporary signs advertising property for sale, lease, or rental, located on the property offered, subject to the following limitations:

 - a. 8-foot maximum height above grade,
 - b. **Residential Property.** No more than one sign on each property offered except that a property which maintains a second street frontage on a major, primary, or secondary highway shall be permitted one additional sign; the maximum area of each sign shall be not more than six square feet.
 - c. **Nonresidential Property.**

 - (i) Where the total lineal street frontage is not more than one hundred twenty feet: Not more than one sign per street frontage; the maximum sign area of each sign shall be twenty square feet.
 - (ii) Where the total lineal street frontage is in excess of one hundred twenty lineal feet: Not more than one sign per street frontage; the maximum sign area of each sign shall be thirty-two square feet.
 - d. No sign shall be directly or indirectly illuminated.
 - e. All such signs shall be removed either when escrow is closed or a transaction is otherwise completed, or when the property is removed from the market.
 - 2. **Open House Signing.**

 - a. **On-site Signing:**

 - (i) **Numerical Limitation:** Not more than four pennants of not more than three square feet each.
 - (ii) Such pennants shall be permitted to be placed on the property where the open house is held. No such pennants shall be placed in center medians, over fences, or in areas not deemed permitted by this subsection.
 - (iii) Such pennants are permitted only during periods when either the property owner or sales agent is present and are further subject to the following day and time restrictions:

- (1) Tuesday, Wednesday, and Friday—9:00 a.m. to 2:00 p.m.
- (2) Saturday and Sunday—11:00 a.m. to 6:00 p.m.
- (3) No on-site pennants are permitted to be placed or present on any day or at any time other than as set forth in subsection (iii.1) and (iii.2) hereinabove.
- (iv) One sign indicating that an open house is presently occurring shall be permitted in the front or side yard setback of the property being offered.

J. Permissible Temporary Signs Permitted Under Section 19.904.030(F)(2). Temporary signs ~~Signs in compliance with paragraph 2 of subsection F, Section 19.904.030(F)(2).~~

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 8. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted according to law.

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

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of ____, 2024

City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DESIGNATING PERMISSIBLE LOCATIONS FOR THE POSTING OF TEMPORARY SPECIAL EVENT SIGNAGE IN PUBLIC RIGHTS-OF-WAY, PURSUANT TO SECTION 19.904.030.F.2.b OF THE BUENA PARK ZONING CODE

RECITALS

WHEREAS, the City of Buena Park ("City") has a comprehensive sign ordinance in Division 9, Title 19, of the Buena Park Municipal Code ("Sign Ordinance"), and Chapter 19.904 specifically regulates the placement of "temporary signs" on public property or public rights-of-way in the City ("Temporary Sign Ordinance");

WHEREAS, among other things, the Temporary Sign Ordinance regulates the placement of "temporary special event signs," and specifies that such signage is prohibited from being placed in or upon public property or public rights-of-way except for those locations designated by Resolution of the City Council, and only in compliance with specified time, place, and manner limitations; and

WHEREAS, pursuant to Section 19.904.030.F.2.b of the Temporary Sign Ordinance, the City Council for the City of Buena Park desires to adopt this resolution to designate the permissible locations for the posting of temporary special event signs.

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

Section 1. Recitals. The foregoing recitals are true and recorrect and incorporated as a substantive part of this Resolution.

Section 2. Designated Locations for Temporary Special Event Signage. Pursuant to Section 19.904.030.F.2.b of the Temporary Sign Ordinance, the City Council hereby designates those locations that are identified in those certain "*Maps Designating Permissible Locations for the Placement of Temporary Special Event Signage*" that were submitted to the City Council herewith this Resolution and dated August 13, 2024, and are on file with and maintained by the City Clerk.

Section 3. Effective Date. This Resolution shall take effect concurrently with Text Amendment No. C-24-5 which was adopted by the Buena Park City Council contemporaneously with this Resolution. The City Clerk is hereby directed to keep and maintain an official copy of this Resolution and the maps referenced herein in the Office of the City Clerk, and to make copies of the same available to members of the public without charge or cost.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 13th day of August 2024, by the following called

vote:

RESOLUTION NO. _____

Page 2

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

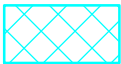
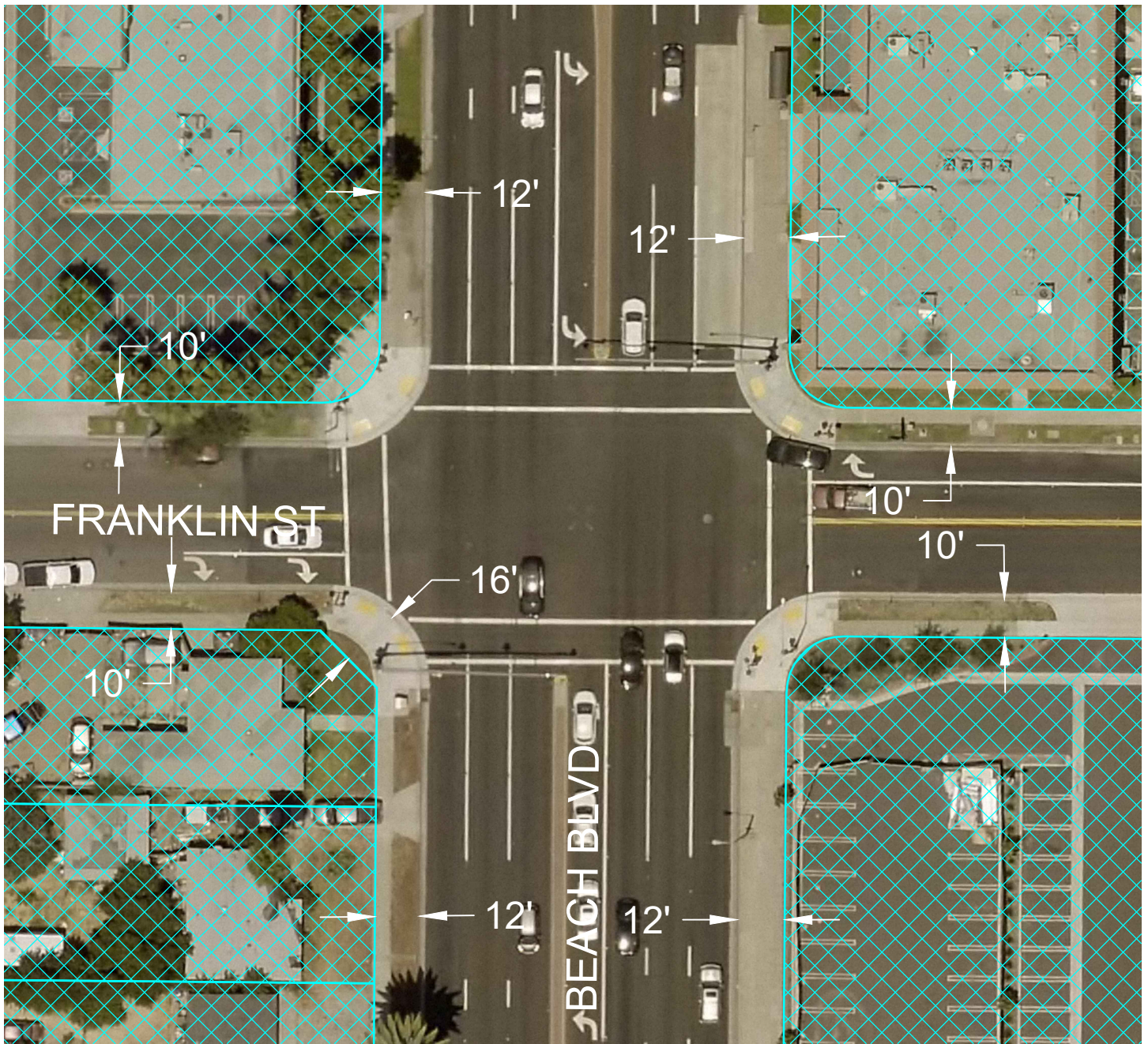
Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 13th day of August 2024.

City Clerk



: INDICATES A PRIVATELY OWNED PARCEL

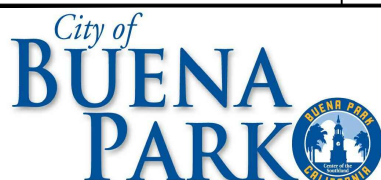
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

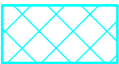
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
BEACH BLVD & FRANKLIN ST

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

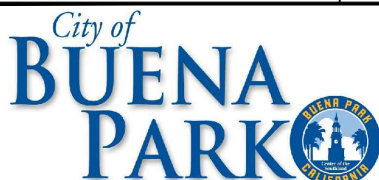
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2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

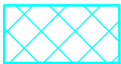
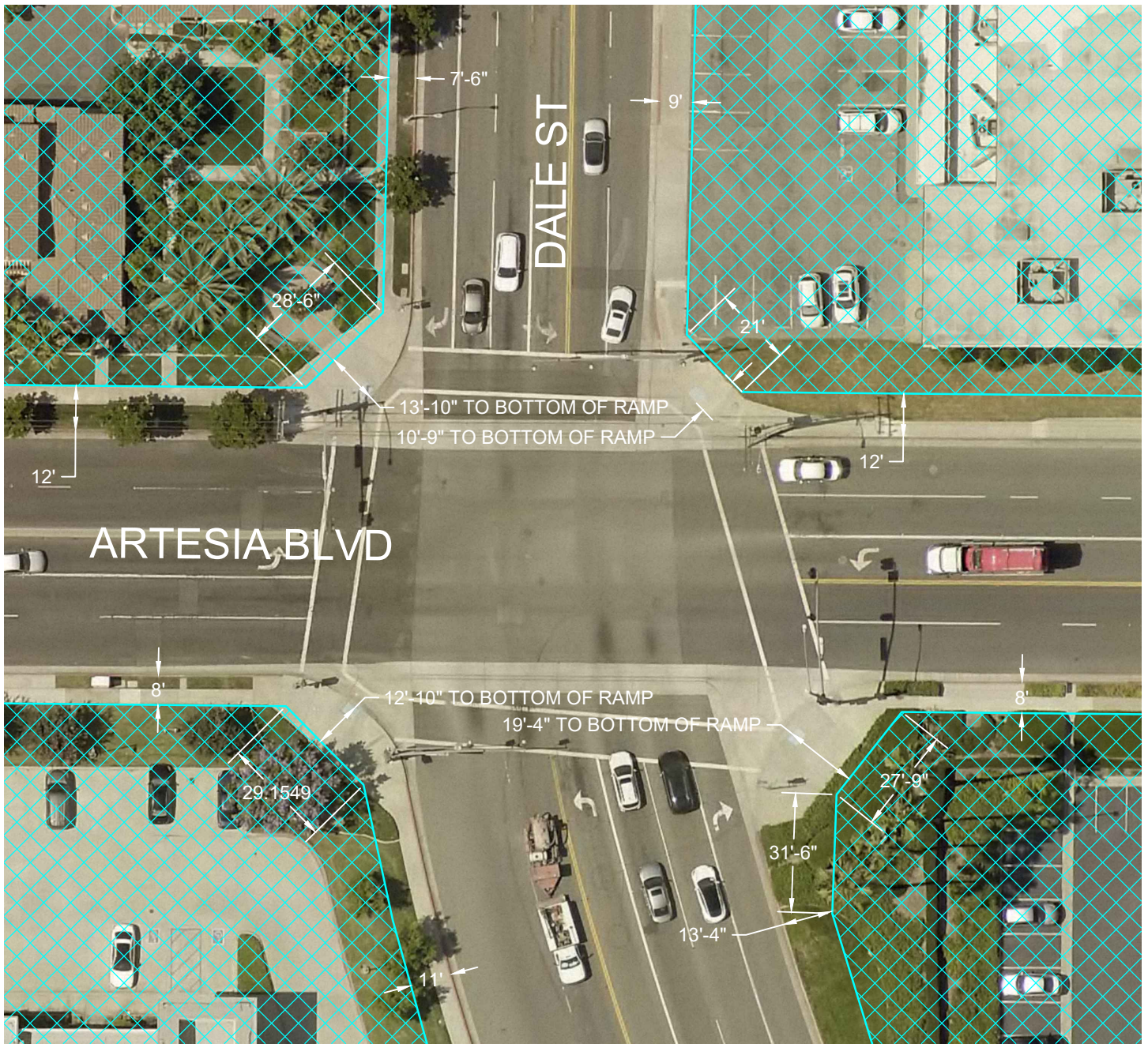
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



NORTHEAST CORNER OF
BEACH BLVD AT LOS COYOTES DR

SCALE: 1" = 50'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

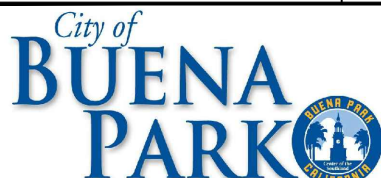
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

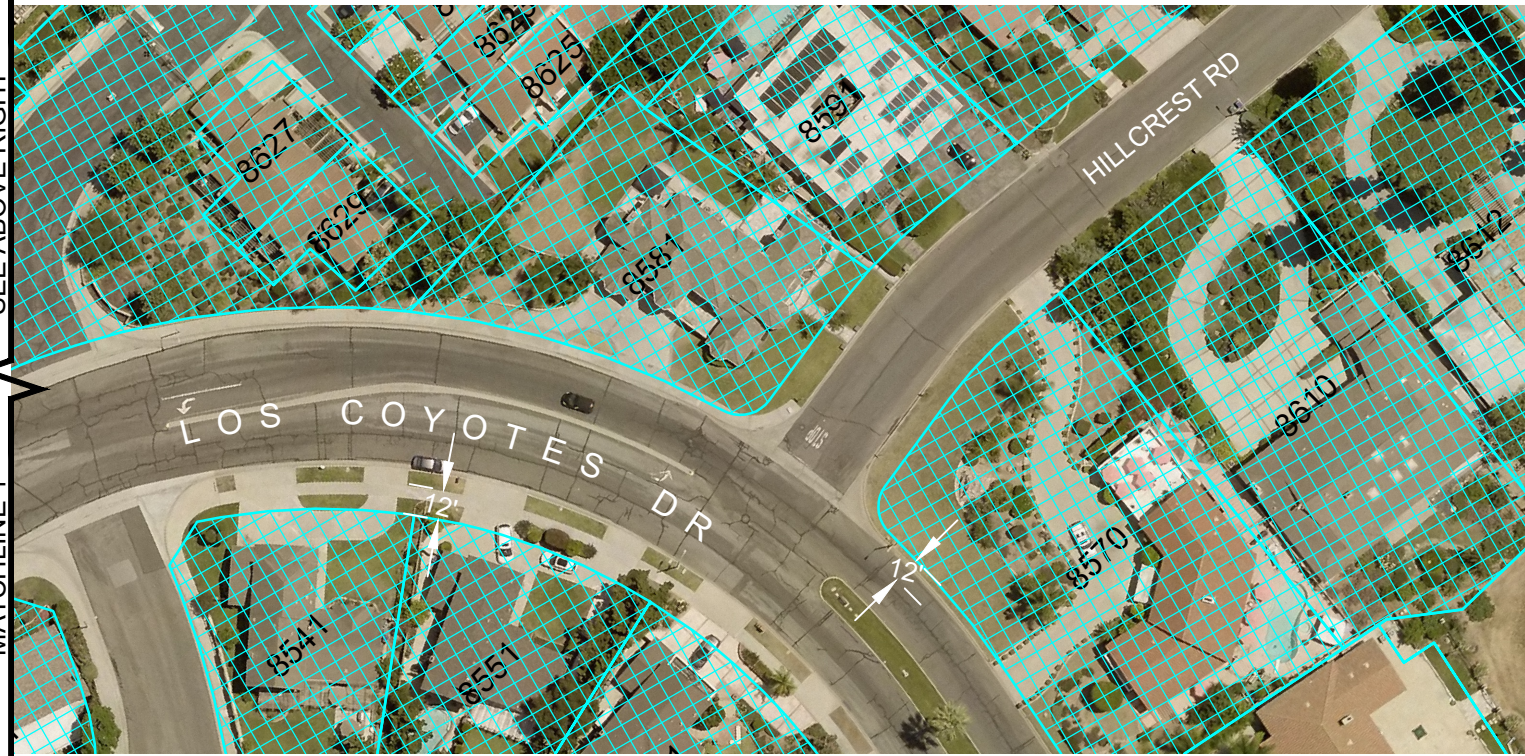
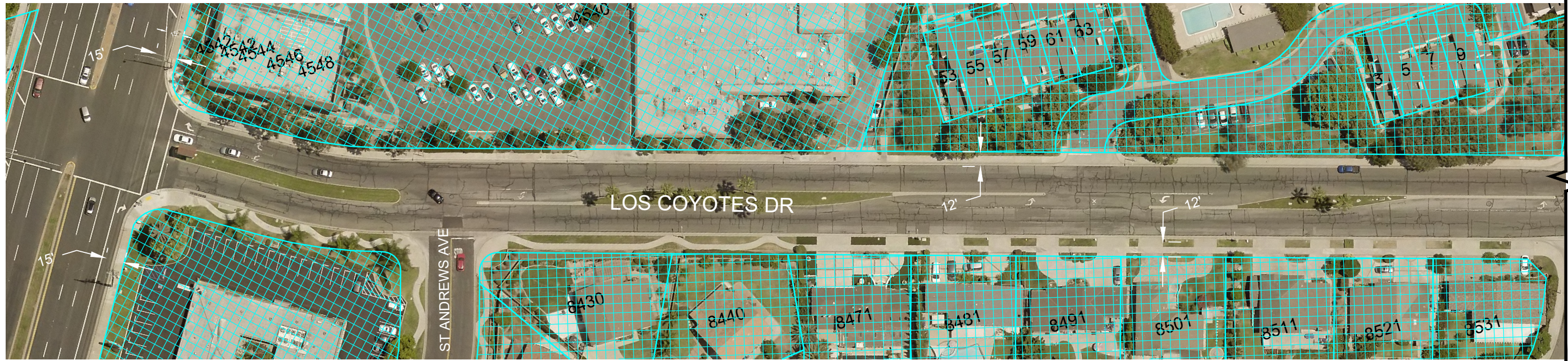
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



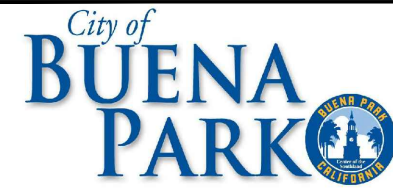
INTERSECTION OF
DALE STREET AT ARTESIA BLVD

SCALE: 1" = 40'

DRAWING NO. N/A



 : INDICATES A PRIVATELY OWNED PARCEL



RIGHT-OF-WAY ON THE CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 80'

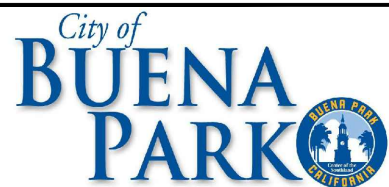
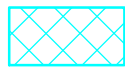
DRAWING NO. N/A

SHEET 1 OF 1

- NOTES:**
1. DIMENSIONS SHOWN ARE APPROXIMATE.
 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
 3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.

SEE SHEET 2

MATCHLINE 1



RIGHT-OF-WAY ON MALVERN AVE FROM
DALE STREET TO BEACH BLVD

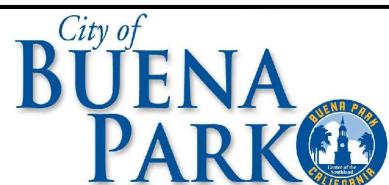
SCALE: 1" = 60'

DRAWING NO. N/A



SHEET 1 OF 5

SEE SHEET 3



RIGHT-OF-WAY ON MALVERN AVE FROM DALE STREET TO BEACH BLVD

SCALE: 1" = 60'

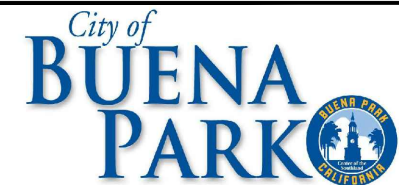
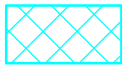
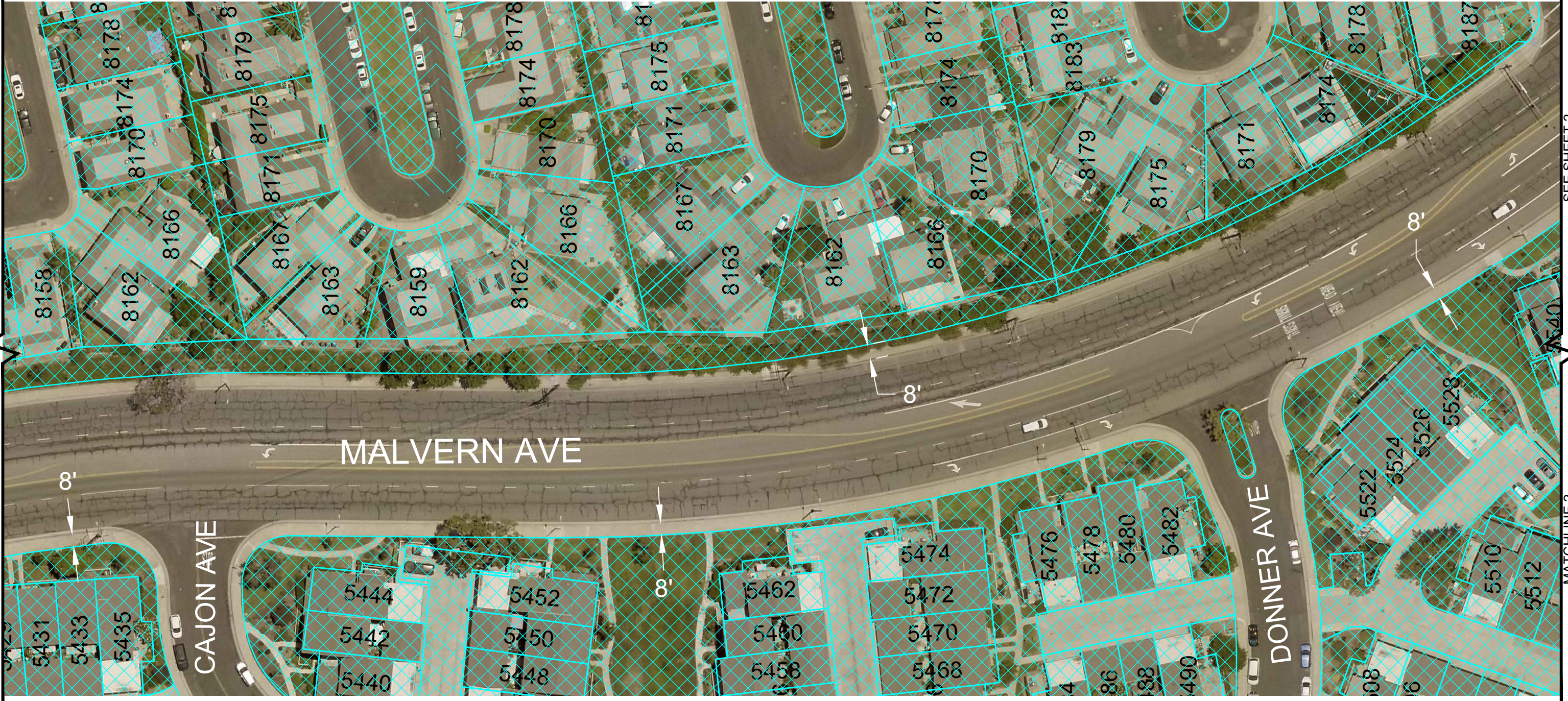
DRAWING NO. N/A



SHEET 2 OF 5

MATCHLINE 3

VIAICHLINE 2



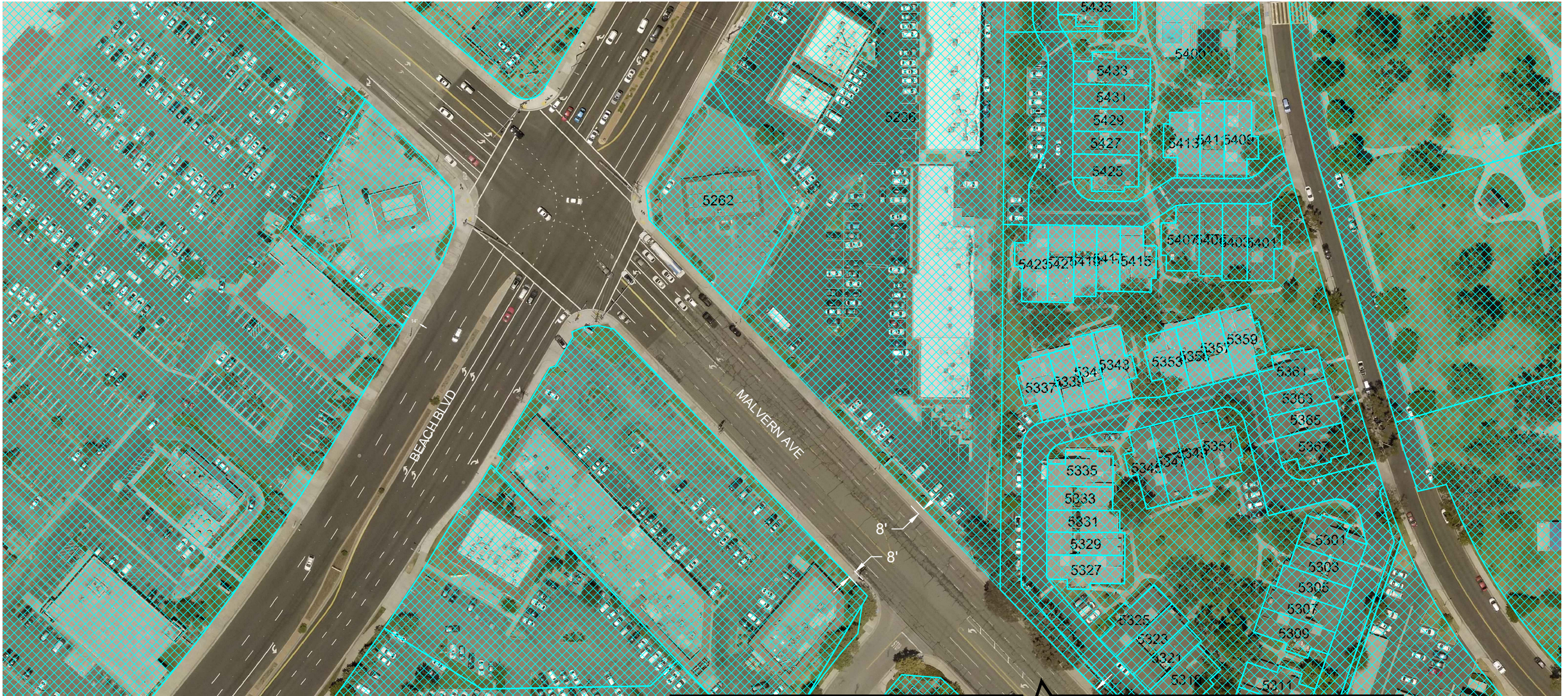
RIGHT-OF-WAY ON MALVERN AVE FROM DALE STREET TO BEACH BLVD

SCALE: 1" = 60'

DRAWING NO. N/A

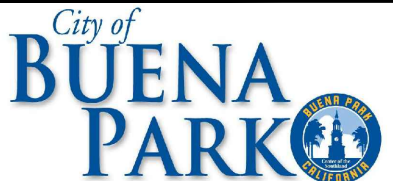
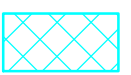


SHEET 3 OF 5



MATCHLINE 4

SEE SHEET 4



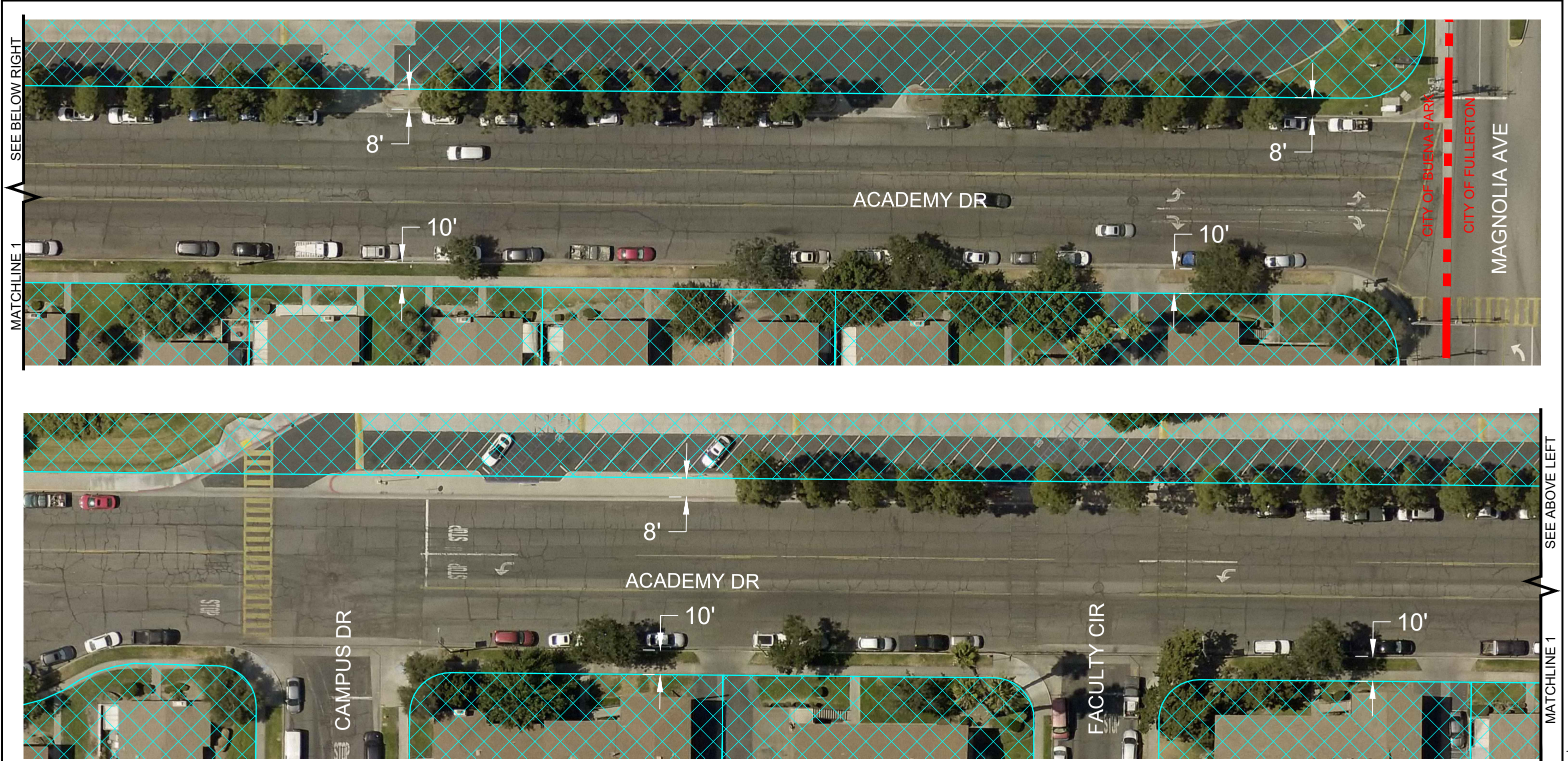
RIGHT-OF-WAY ON MALVERN AVE FROM
DALE STREET TO BEACH BLVD

SCALE: 1" = 60'

DRAWING NO. N/A



SHEET 5 OF 5



 : INDICATES A PRIVATELY OWNED PARCEL

- NOTES:**
1. DIMENSIONS SHOWN ARE APPROXIMATE.
 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
 3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



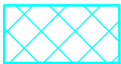
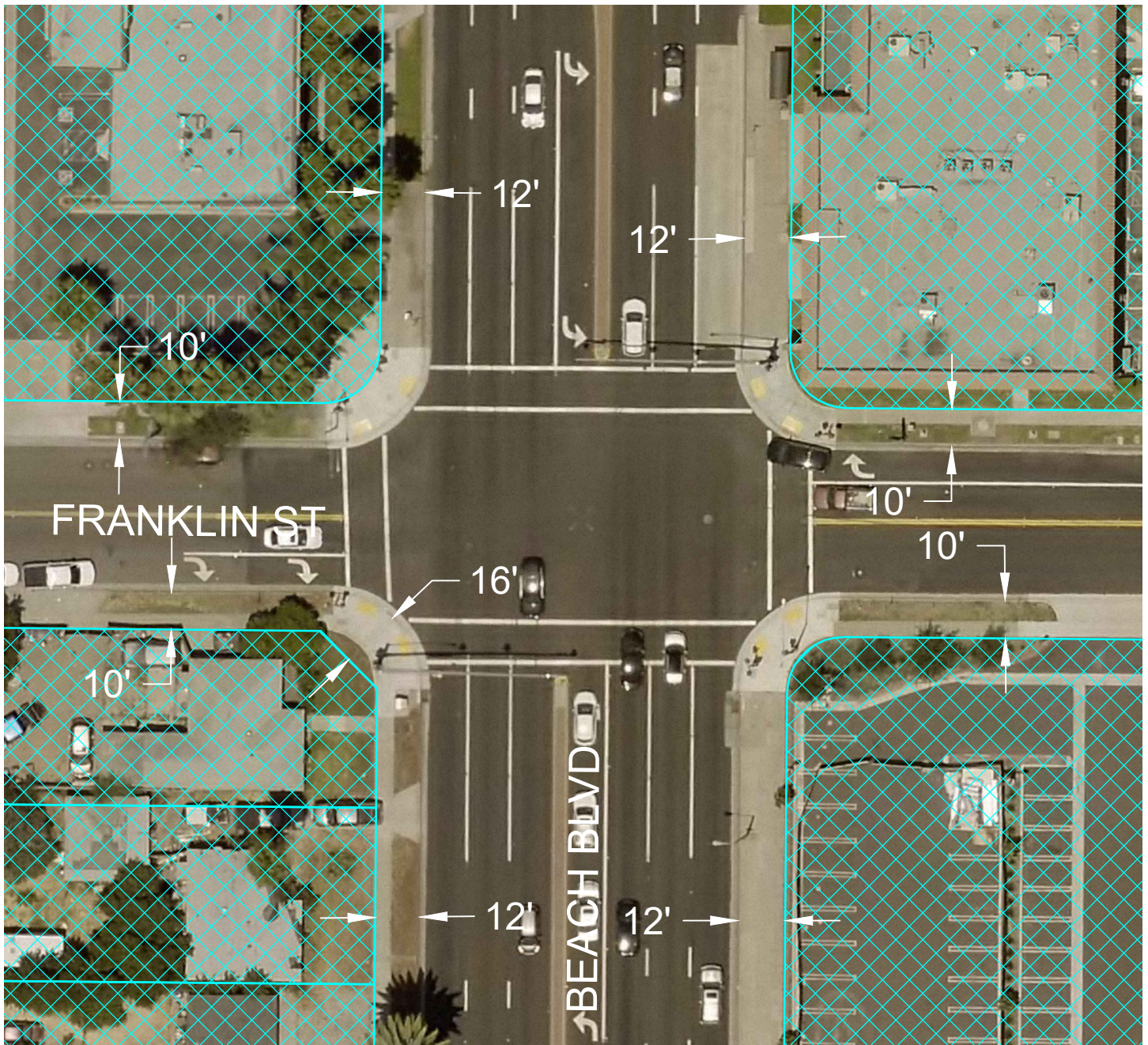
RIGHT-OF-WAY ON
ACADEMY DRIVE

SCALE: 1" = 80'

DRAWING NO. N/A



SHEET 1 OF 1



: INDICATES A PRIVATELY OWNED PARCEL

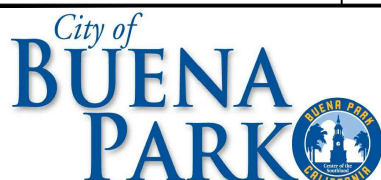
NOTES:

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2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

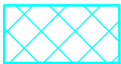
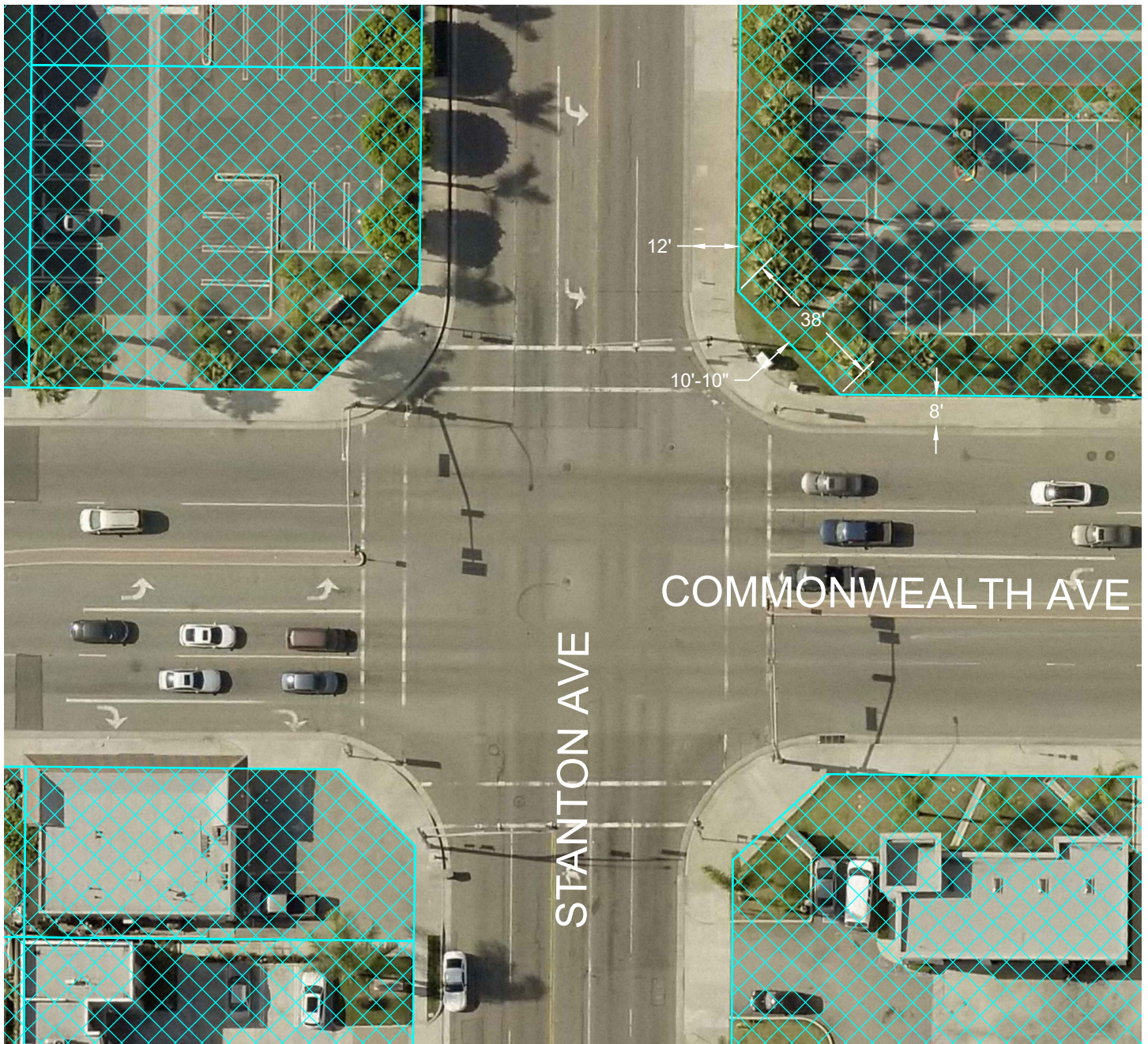
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
BEACH BLVD & FRANKLIN ST

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

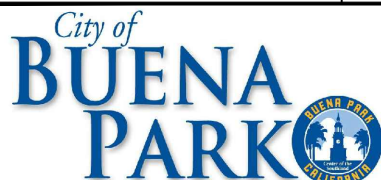
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



NORTHEAST CORNER OF
STANTON AVE AT COMMONWEALTH AVE

SCALE: 1" = 40'

DRAWING NO. N/A



 : INDICATES A PRIVATELY OWNED PARCEL

NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

DRAWN BY:	DATE
NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
WESTERN AVENUE & 8TH STREET

SCALE: 1" = 60'

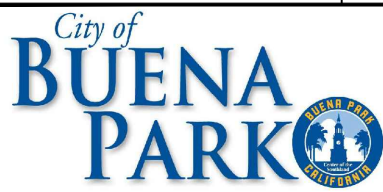
DRAWING NO. N/A



DRAWN BY: NORM WRAY	DATE 09/26/22
	DATE
APPROVED: ADRIA M. JIMENEZ, MMC CITY CLERK	DATE

 : INDICATES A PRIVATELY OWNED PARCEL

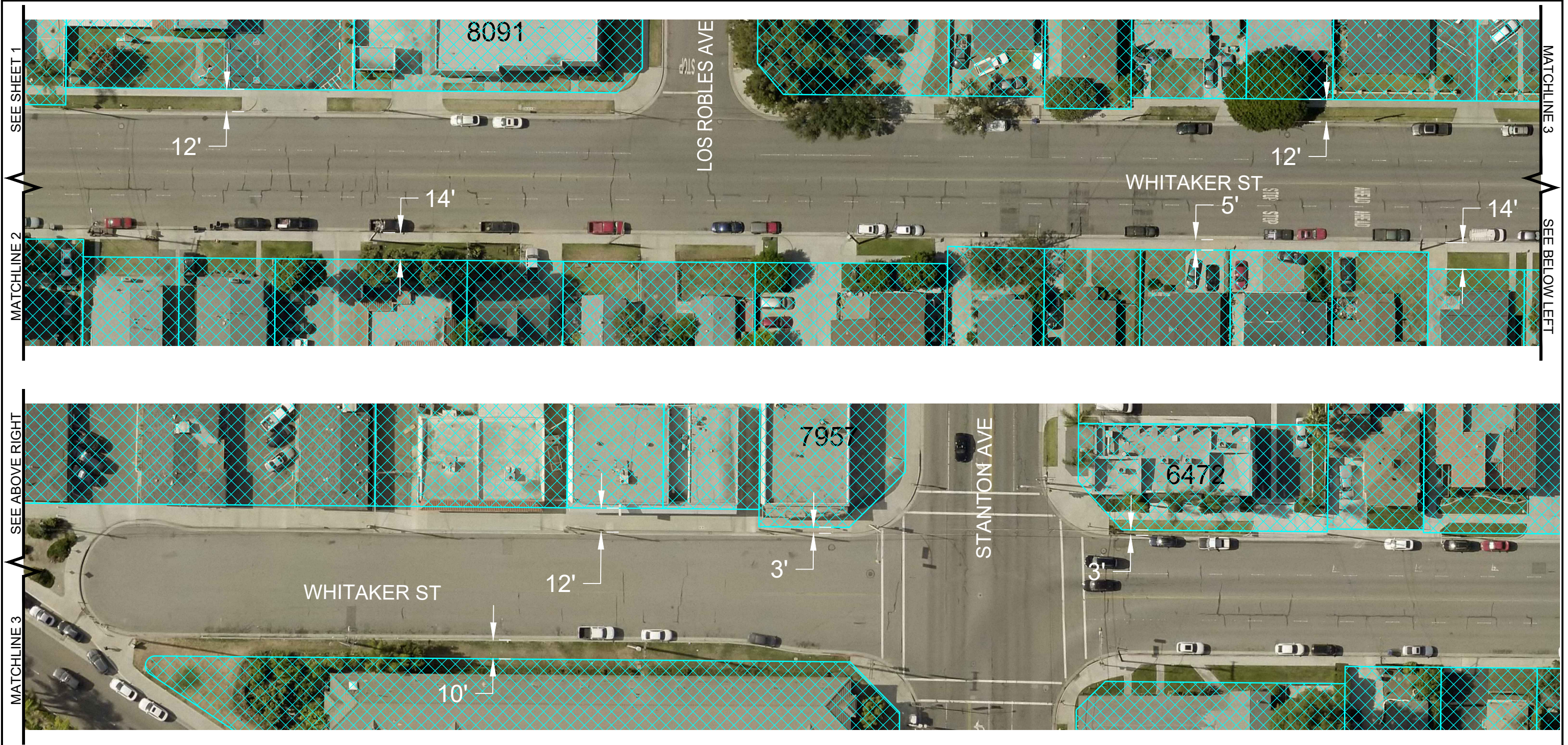

SHEET 1 OF 2



RIGHT-OF-WAY ON
WHITAKER ST FROM DALE ST TO STANTON AVE

SCALE: 1" = 50'	DRAWING NO. N/A
-----------------	-----------------

- NOTES:
1. DIMENSIONS SHOWN ARE APPROXIMATE.
 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
 3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

 : INDICATES A PRIVATELY OWNED PARCEL



SHEET 2 OF 2

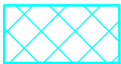
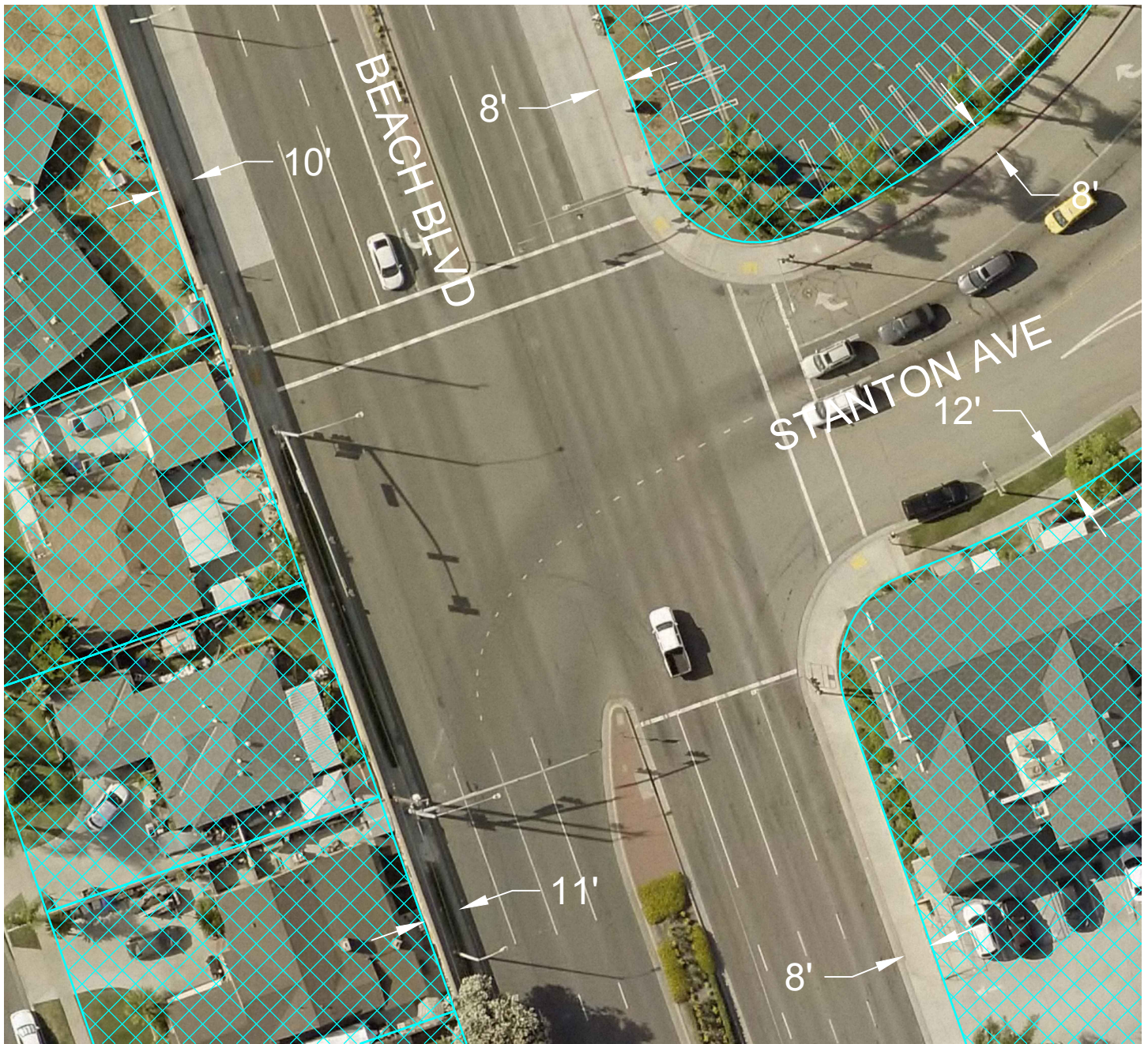


RIGHT-OF-WAY ON
WHITAKER ST FROM DALE ST TO STANTON AVE

SCALE: 1" = 50'

DRAWING NO. N/A

- NOTES:
1. DIMENSIONS SHOWN ARE APPROXIMATE.
 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
 3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



: INDICATES A PRIVATELY OWNED PARCEL

NOTES:

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3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

DRAWN BY:

NORM WRAY

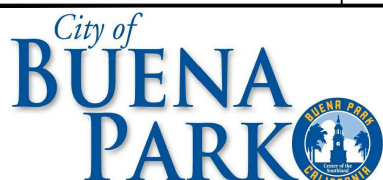
DATE

09/26/22

APPROVED:

DATE

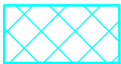
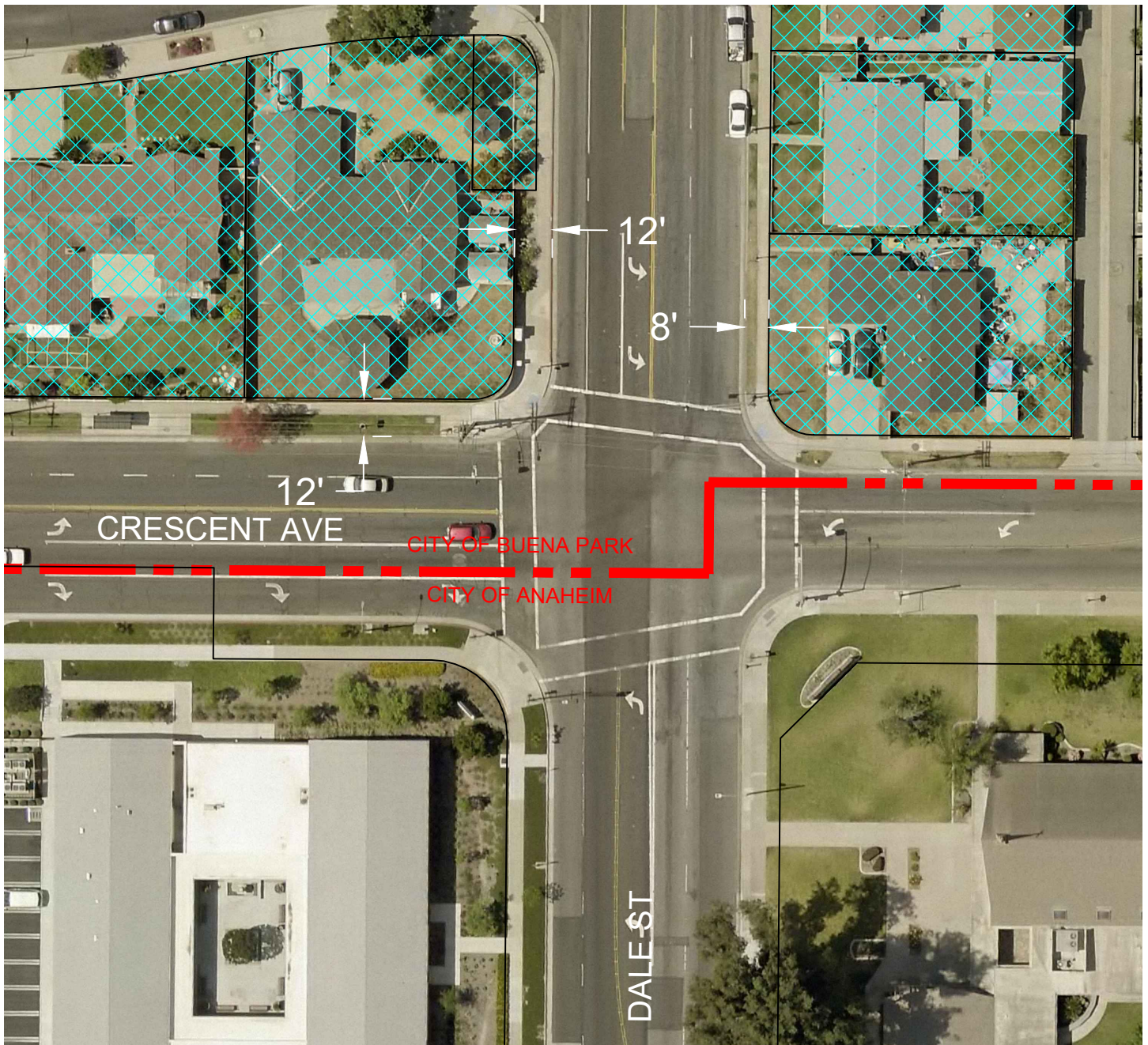
ADRIA M. JIMENEZ, MMC
CITY CLERK



INTERSECTION OF
BEACH BLVD & STANTON AVE

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

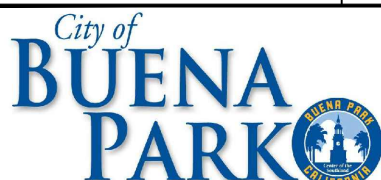
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
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3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.

DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



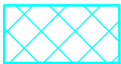
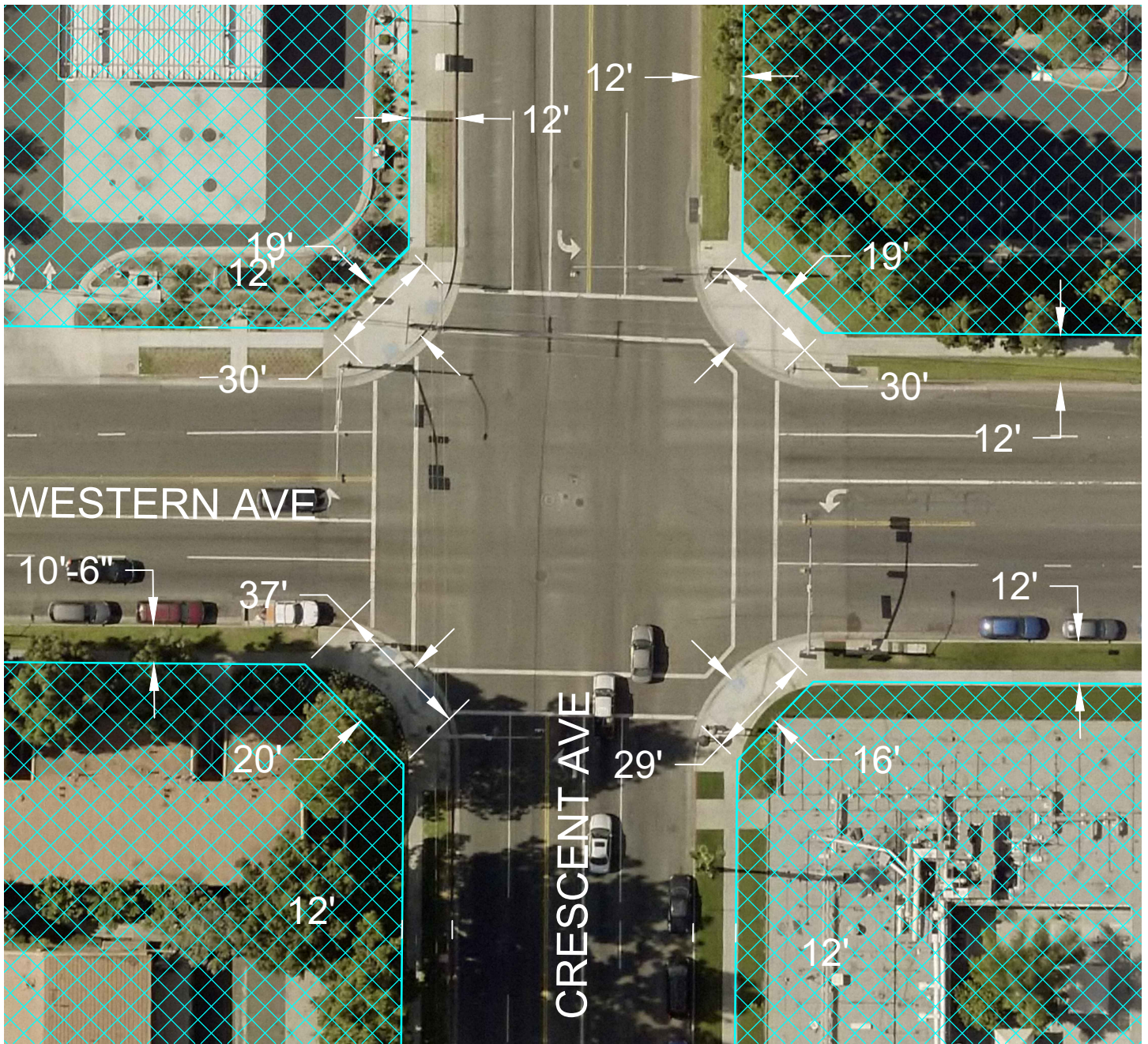
SHEET 1 OF 1



INTERSECTION OF
CRESCENT AVE & DALE ST

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

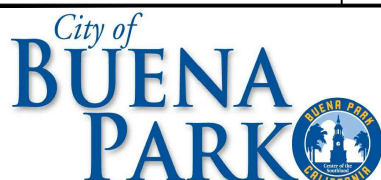
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.

DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



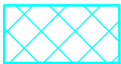
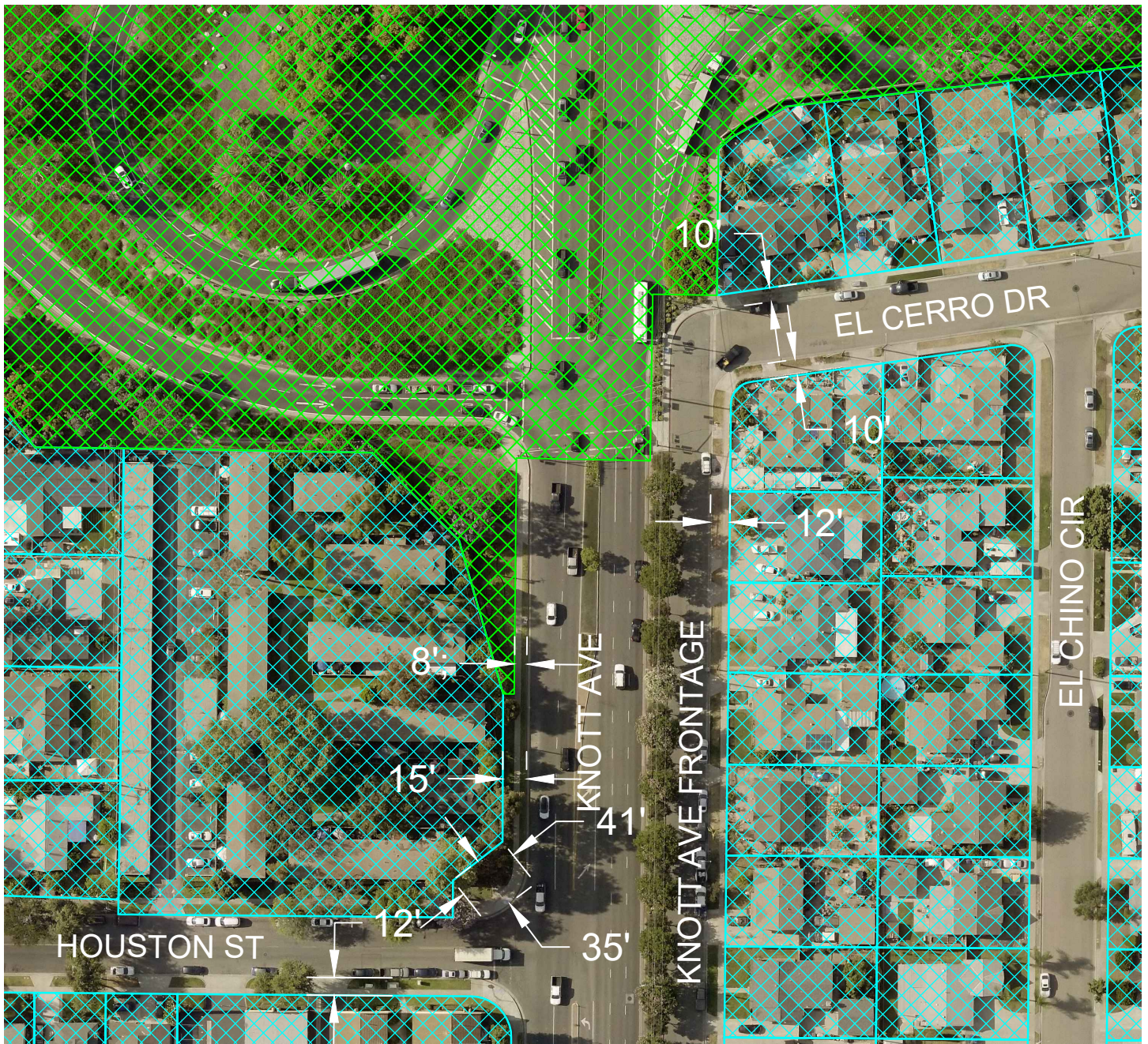
SHEET 1 OF 1



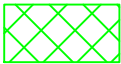
INTERSECTION OF
CRESCENT AVE & WESTERN AVE

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL



: INDICATES CALTRANS ROW

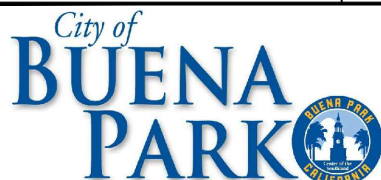
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



SHEET 1 OF 1

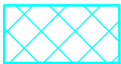
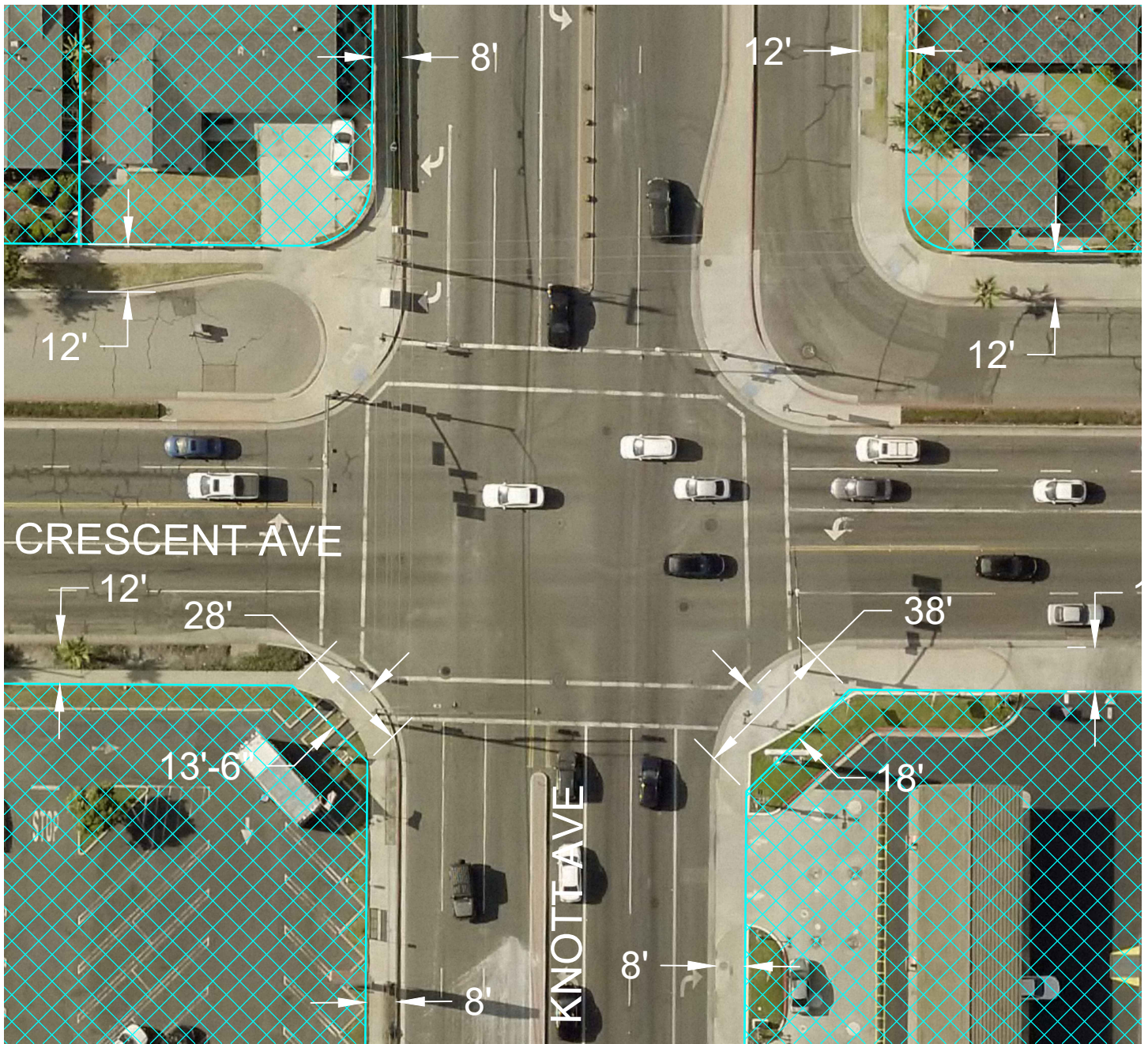
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



KNOTT AVENUE FROM
HOUSTON ST TO THE 91 FWY

SCALE: 1" = 100'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

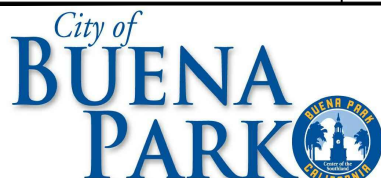
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
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SHEET 1 OF 1

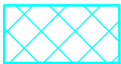
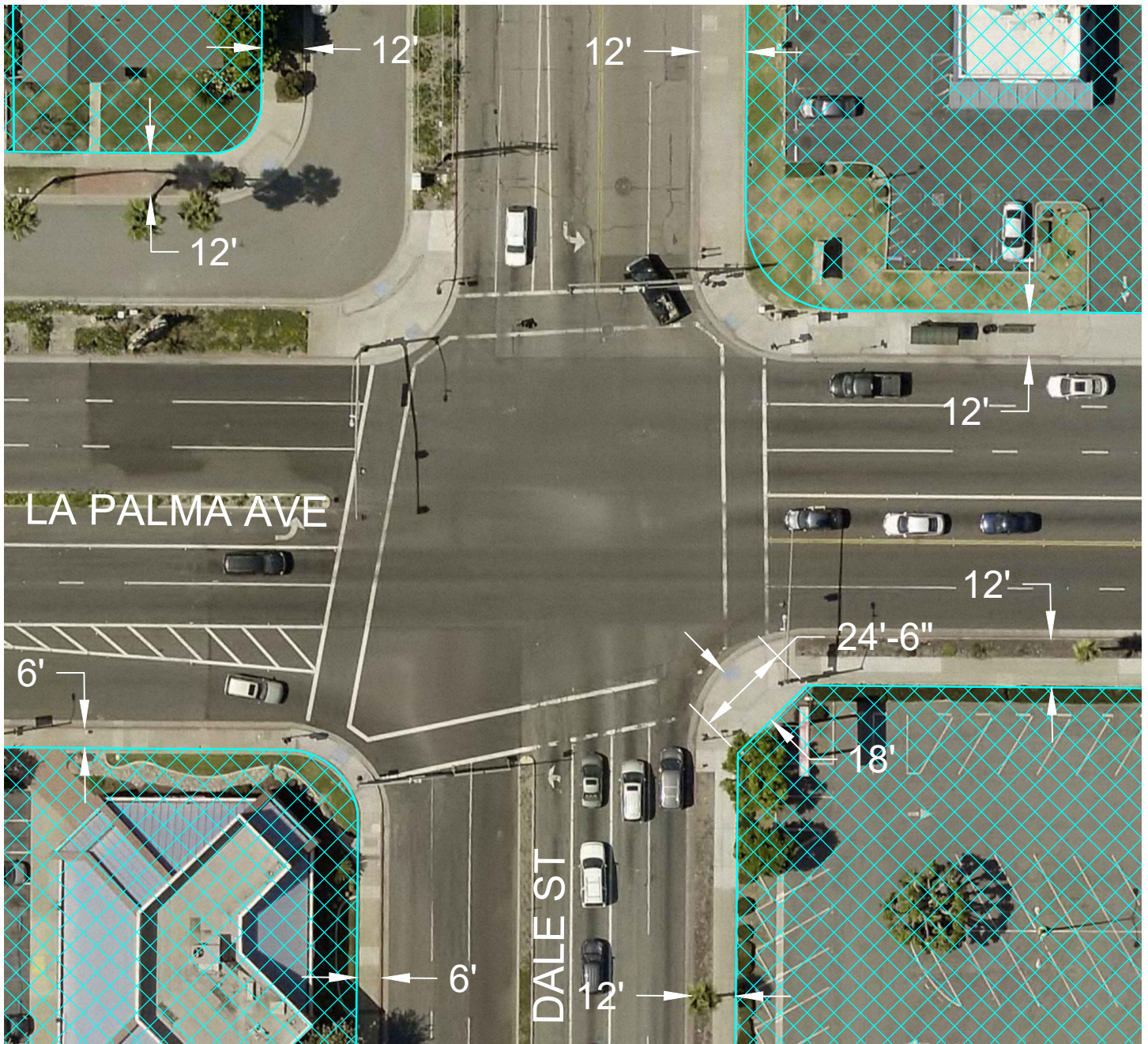
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
KNOTT AVENUE & CRESCENT AVENUE

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

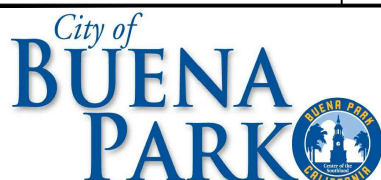
NOTES:

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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



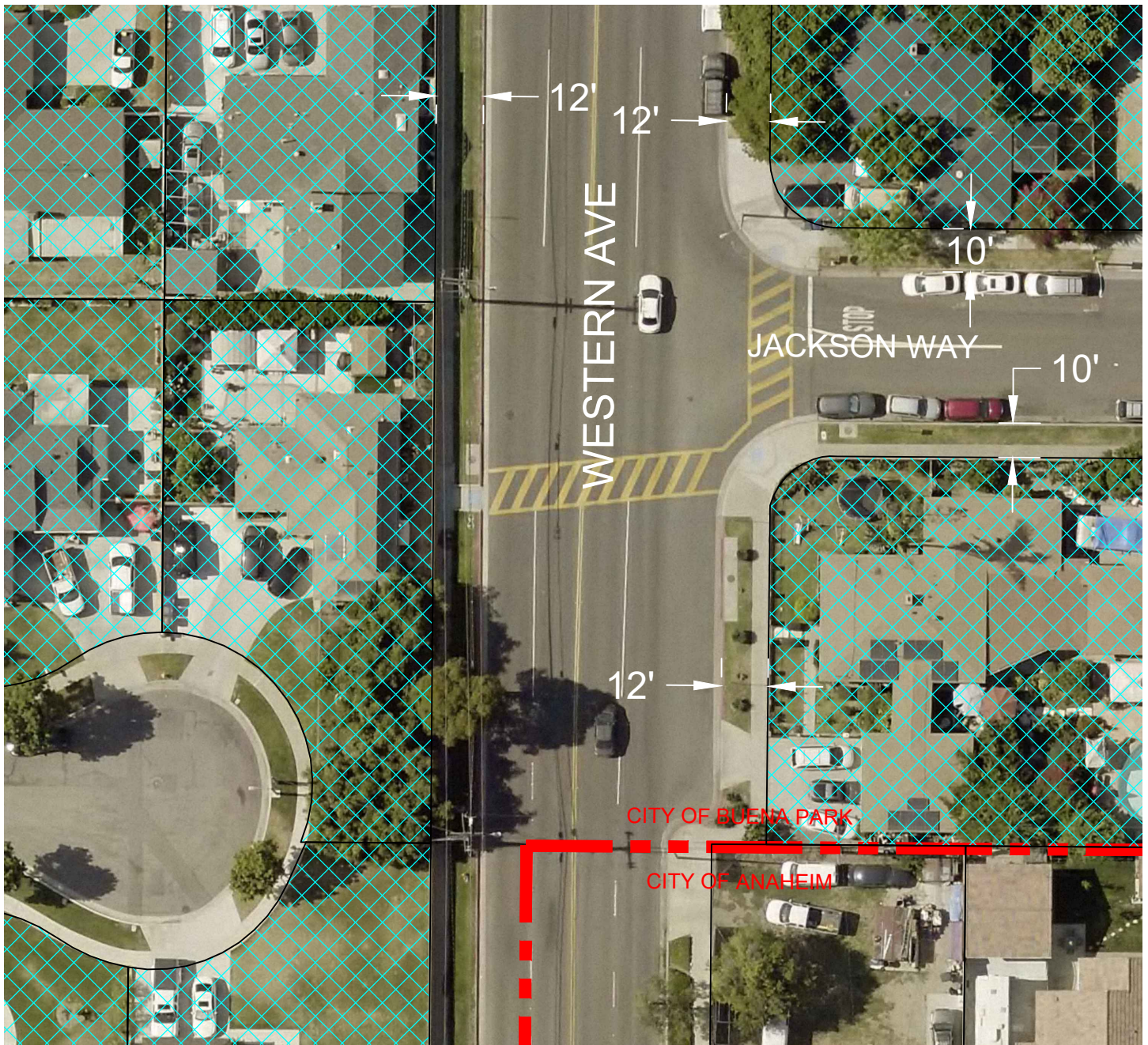
SHEET 1 OF 1



INTERSECTION OF
LA PALMA AVE & DALE ST

SCALE: 1" = 40'

DRAWING NO. N/A



 : INDICATES A PRIVATELY OWNED PARCEL

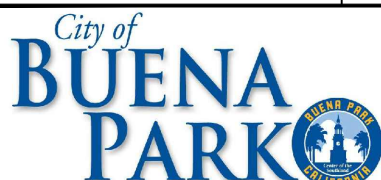
NOTES:

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SHEET 1 OF 1

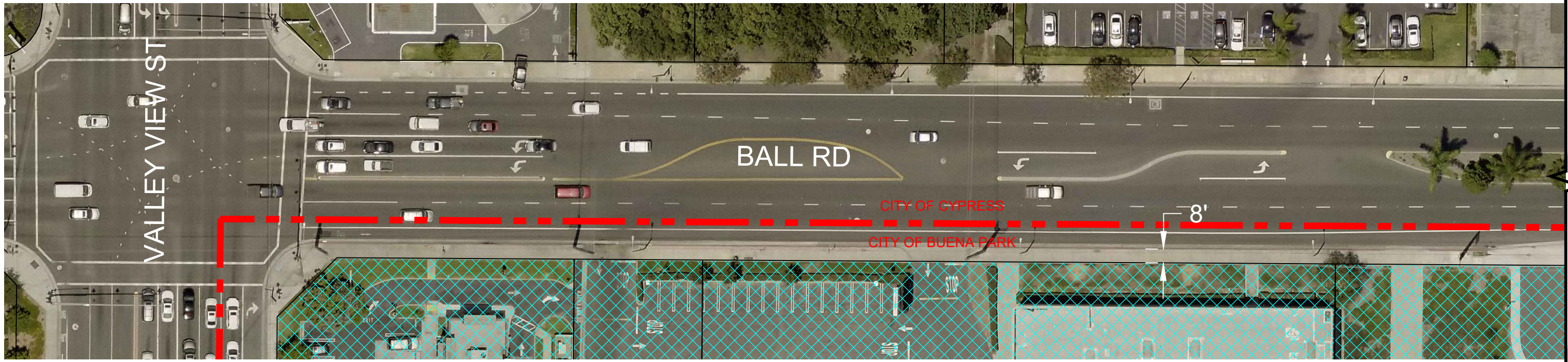
DRAWN BY:	DATE
NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
WESTERN AVE & JACKSON WAY

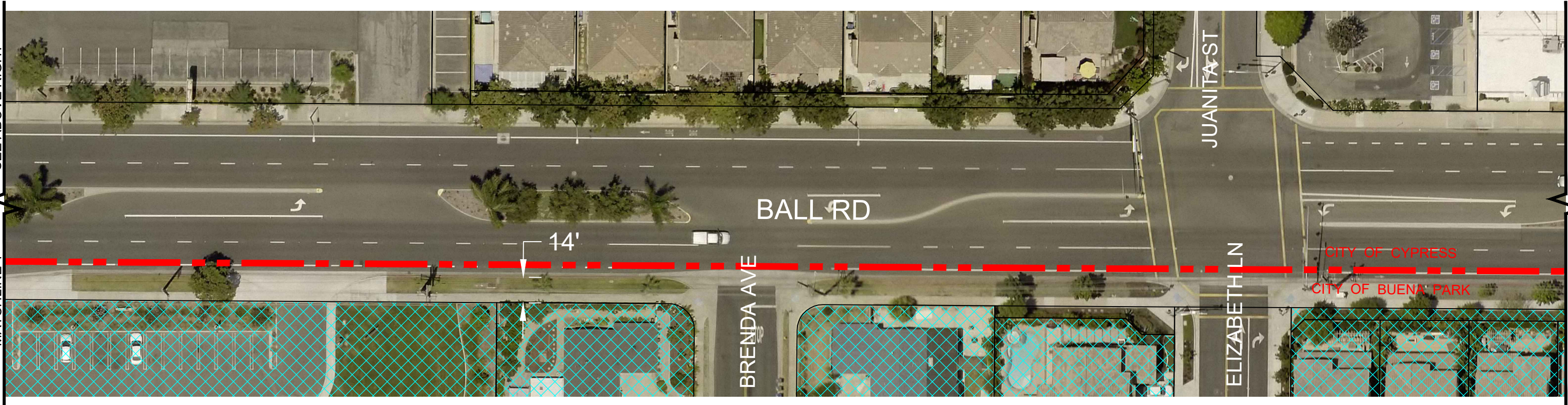
SCALE: 1" = 40'

DRAWING NO. N/A



SEE BELOW LEFT

MATCHLINE 1



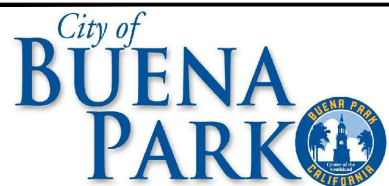
SEE ABOVE RIGHT

MATCHLINE 1

SEE SHEET 2

MATCHLINE 2

 : INDICATES A PRIVATELY OWNED PARCEL



RIGHT-OF-WAY ON THE CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'

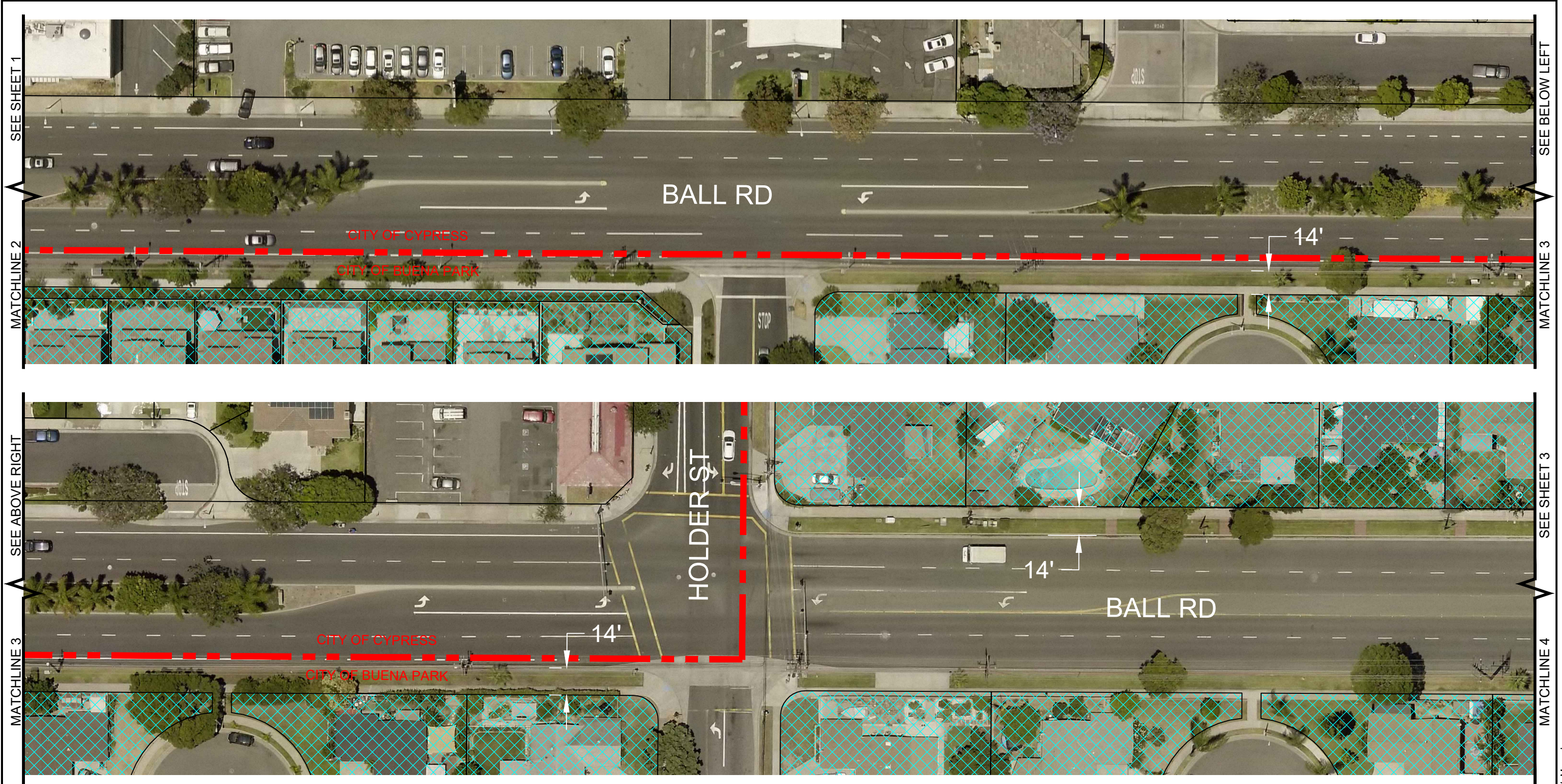
DRAWING NO. N/A



SHEET 1 OF 3

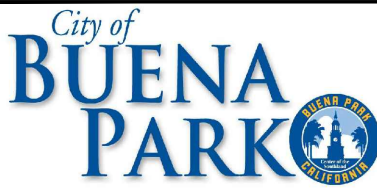
NOTES:

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 : INDICATES A PRIVATELY OWNED PARCEL

- NOTES:**
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 - 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
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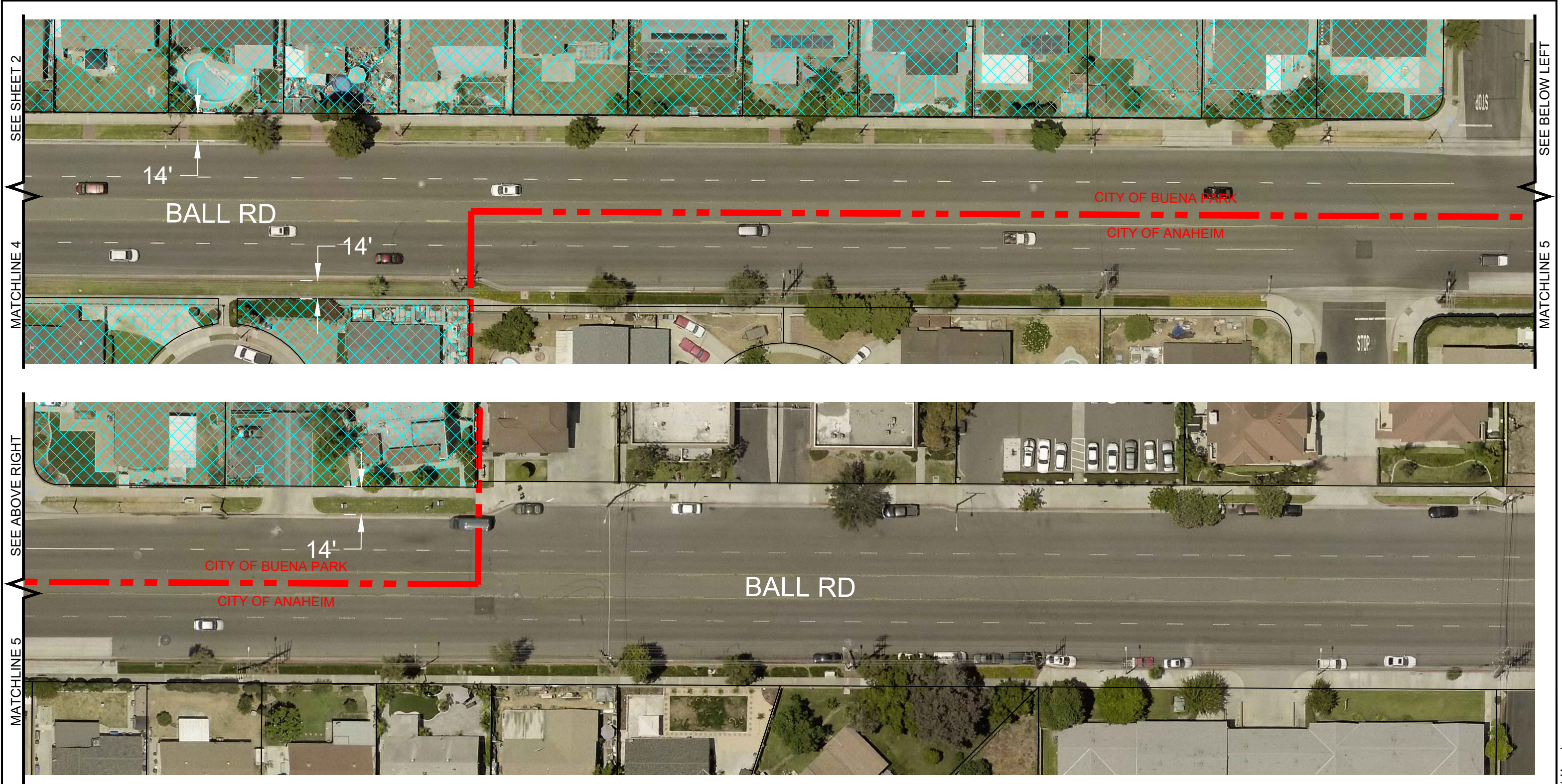
RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'

DRAWING NO. N/A



SHEET 2 OF 3



SEE SHEET 2

MATCHLINE 4

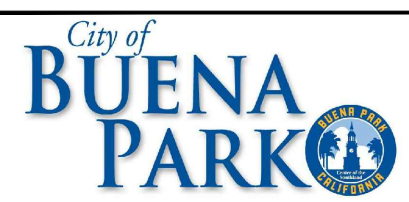
SEE BELOW LEFT

MATCHLINE 5

SEE ABOVE RIGHT

MATCHLINE 5

 : INDICATES A PRIVATELY OWNED PARCEL



RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'

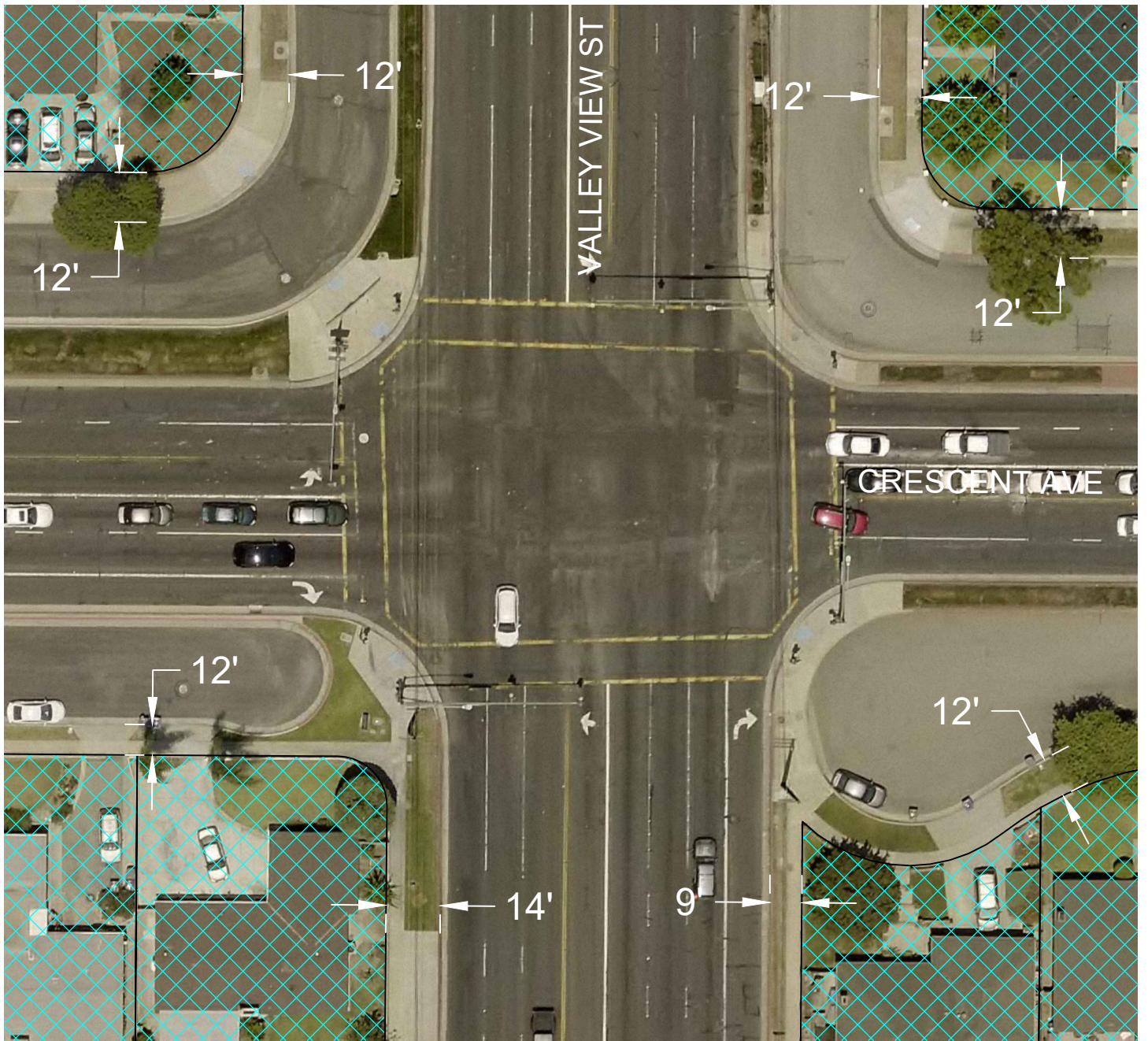
DRAWING NO. N/A



SHEET 3 OF 3

NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



: INDICATES A PRIVATELY OWNED PARCEL

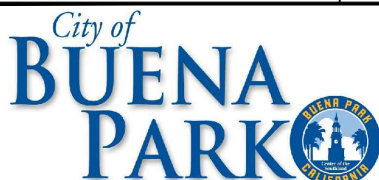
NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.
4. I AM UNABLE TO ESTABLISH WHERE CITY ROW ENDS AND CALTRANS ROW BEGINS.



SHEET 1 OF 1

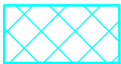
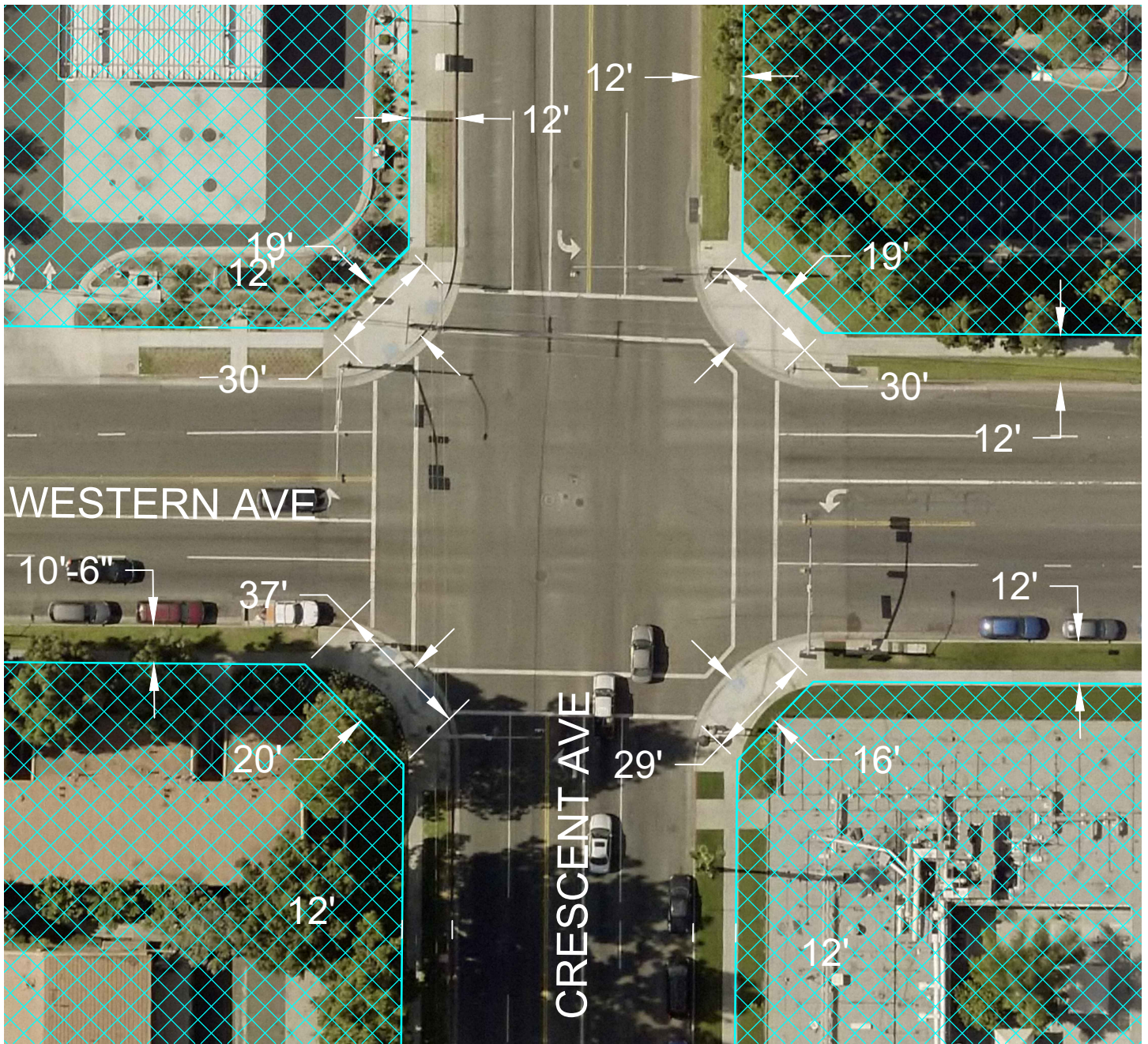
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
CRESCENT AVE AT VALLEY VIEW ST

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

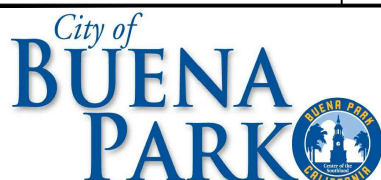
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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



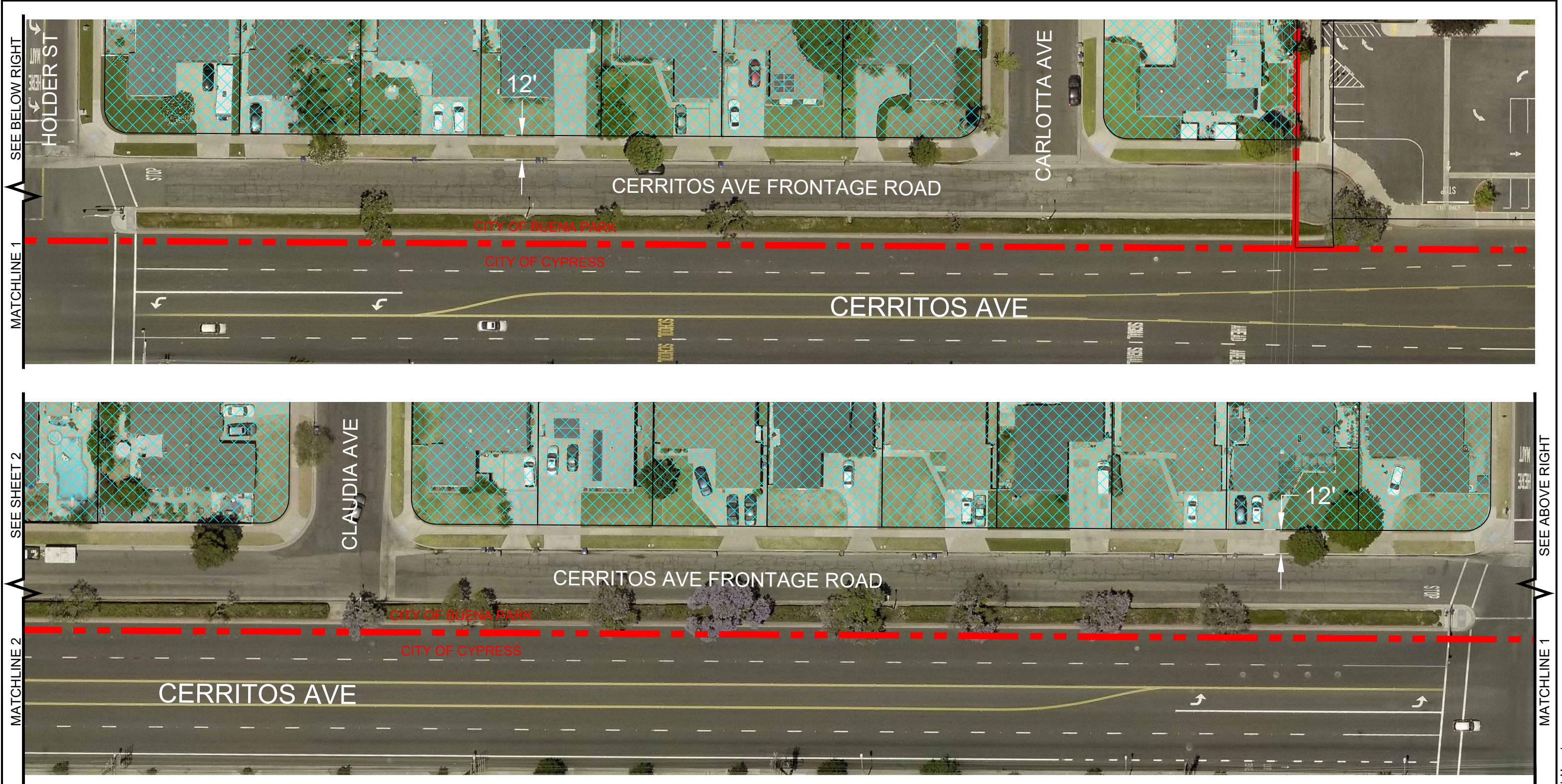
SHEET 1 OF 1



INTERSECTION OF
CRESCENT AVE & WESTERN AVE

SCALE: 1" = 40'

DRAWING NO. N/A



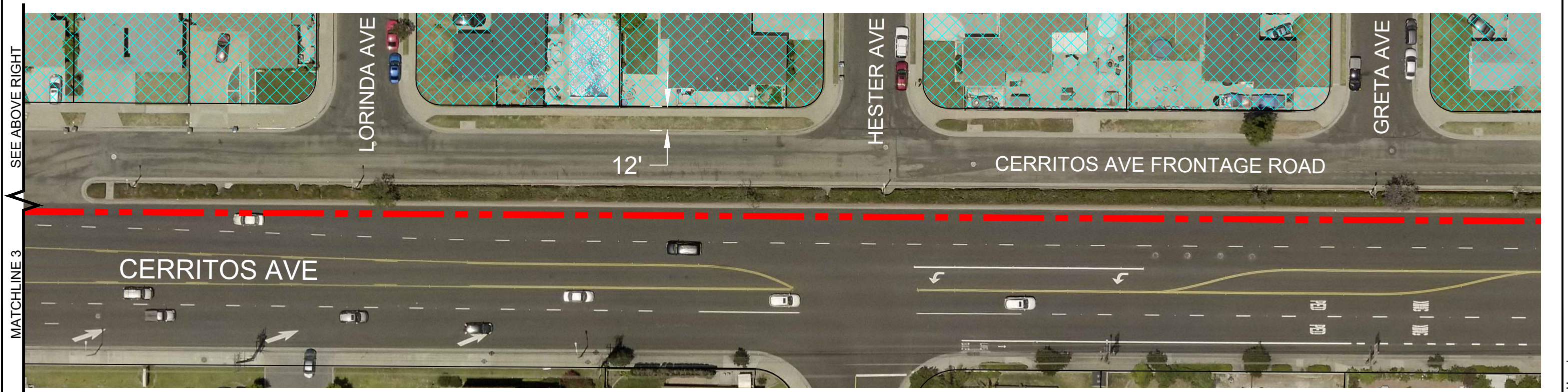
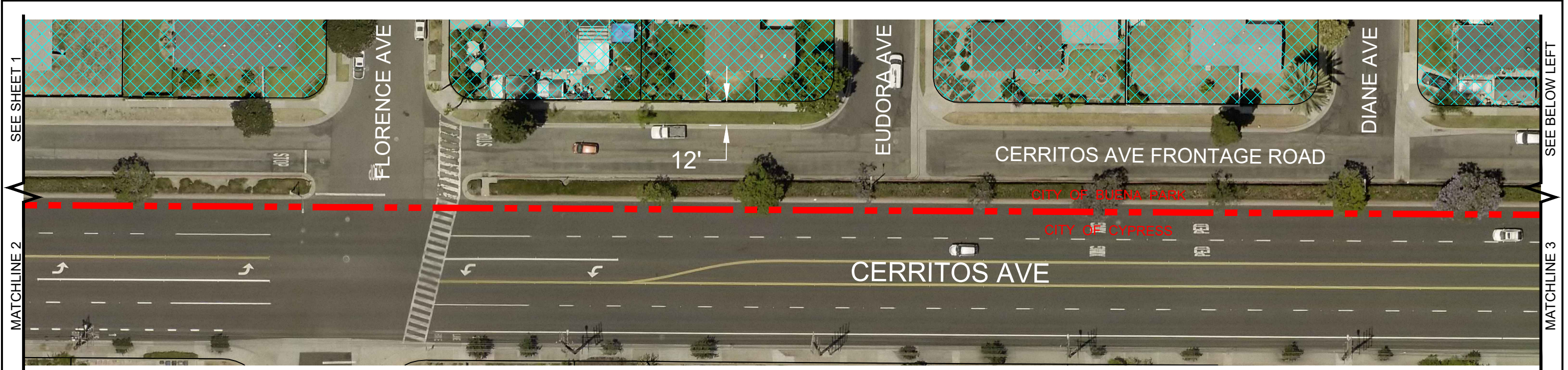
 : INDICATES A PRIVATELY OWNED PARCEL

- NOTES:**
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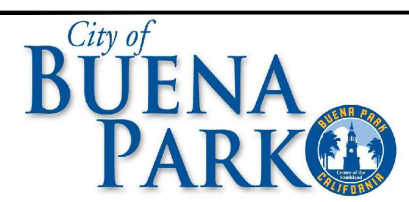


RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'	DRAWING NO. N/A
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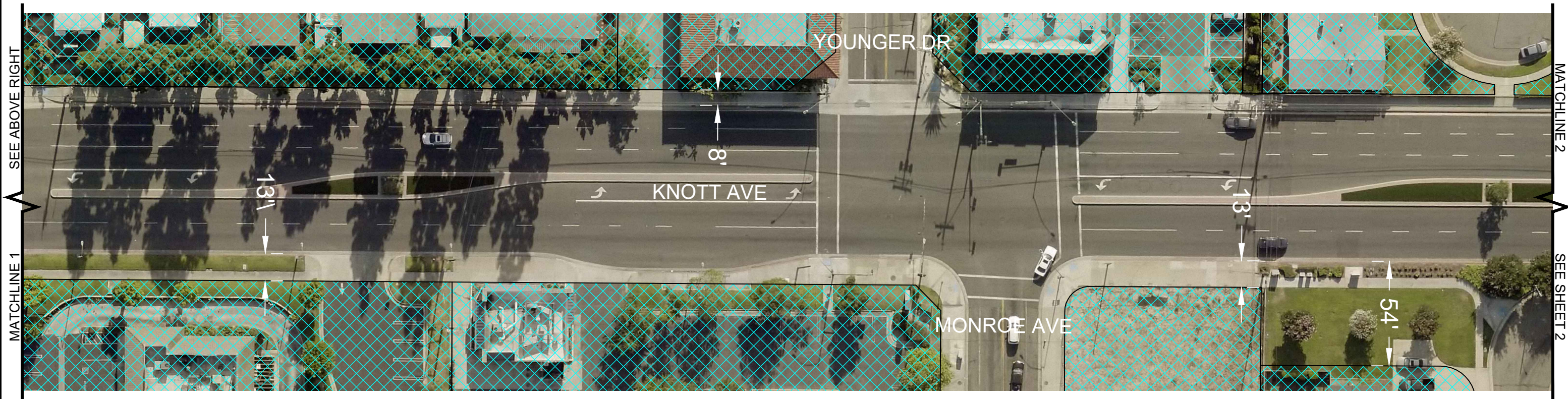
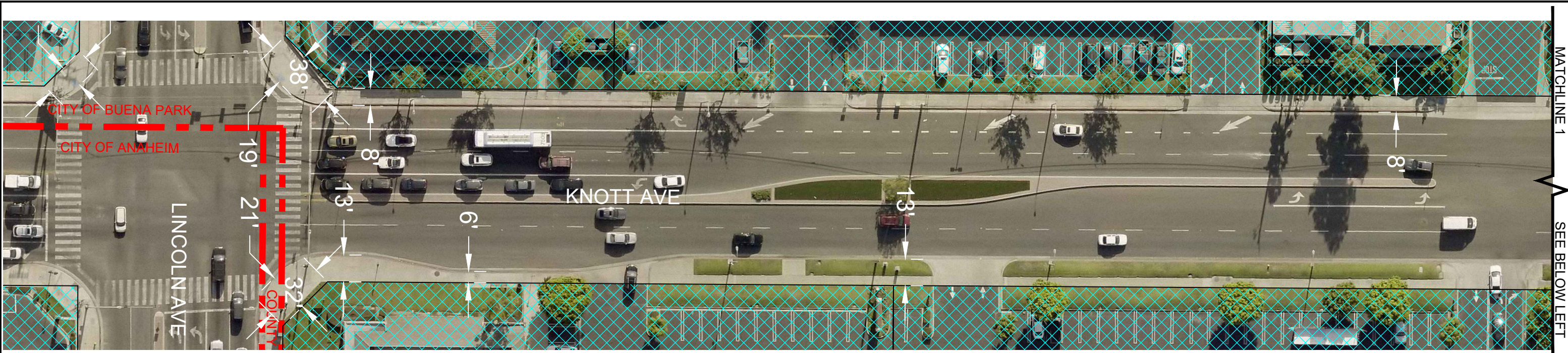
 : INDICATES A PRIVATELY OWNED PARCEL



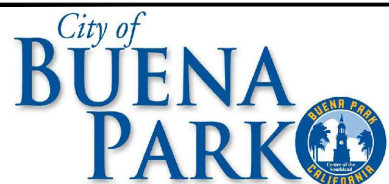
RIGHT-OF-WAY ON THE CERRITOS AVENUE FRONTAGE ROAD	
SCALE: 1" = 50'	DRAWING NO. N/A


SHEET 2 OF 2

- NOTES:**
1. DIMENSIONS SHOWN ARE APPROXIMATE.
 2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
 3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.



 : INDICATES A PRIVATELY OWNED PARCEL



RIGHT-OF-WAY ON
KNOTT AVE NORTH OF LINCOLN AVE

SCALE: 1" = 50'

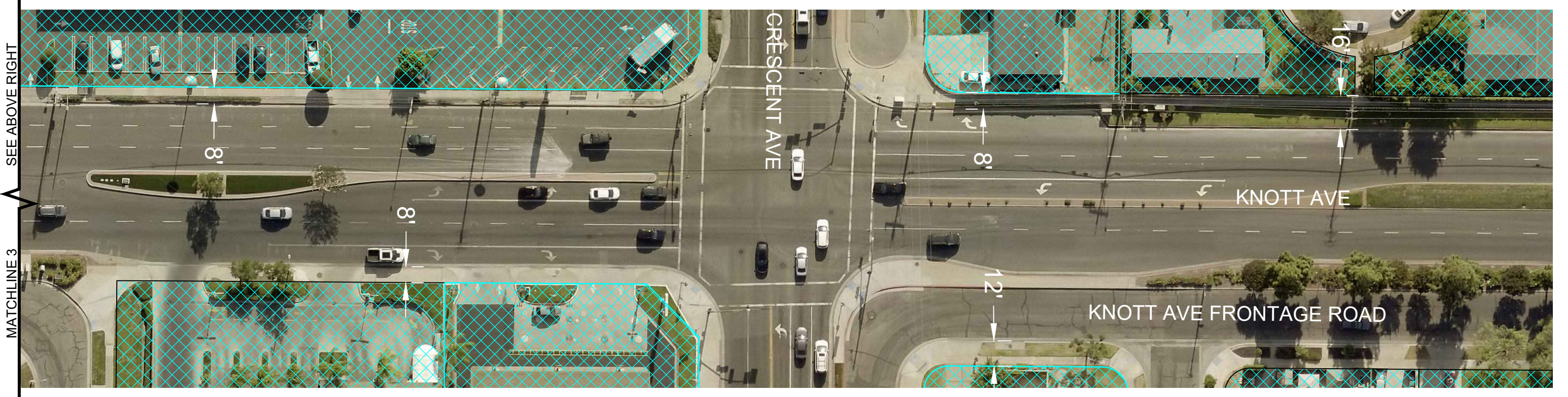
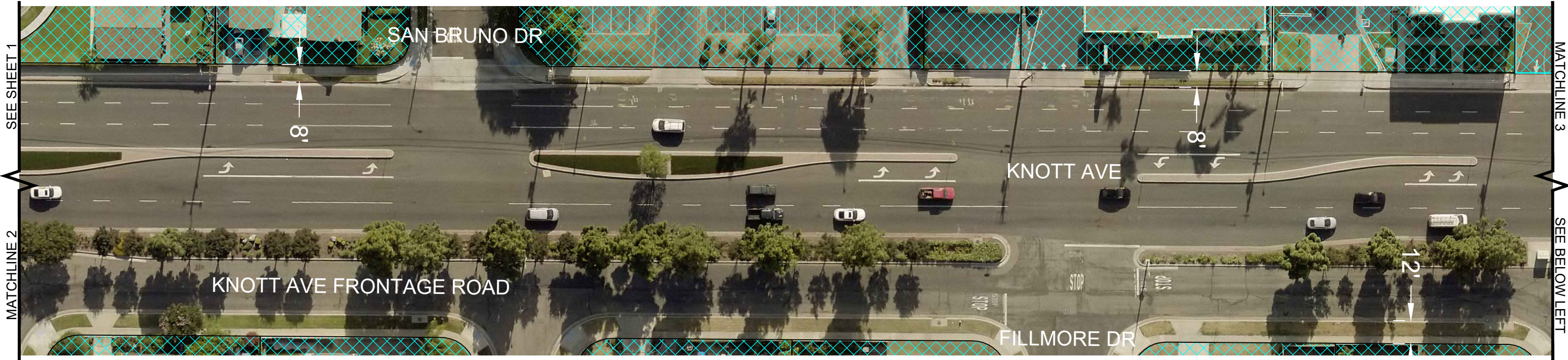
DRAWING NO. N/A



SHEET 1 OF 2

NOTES:

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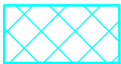
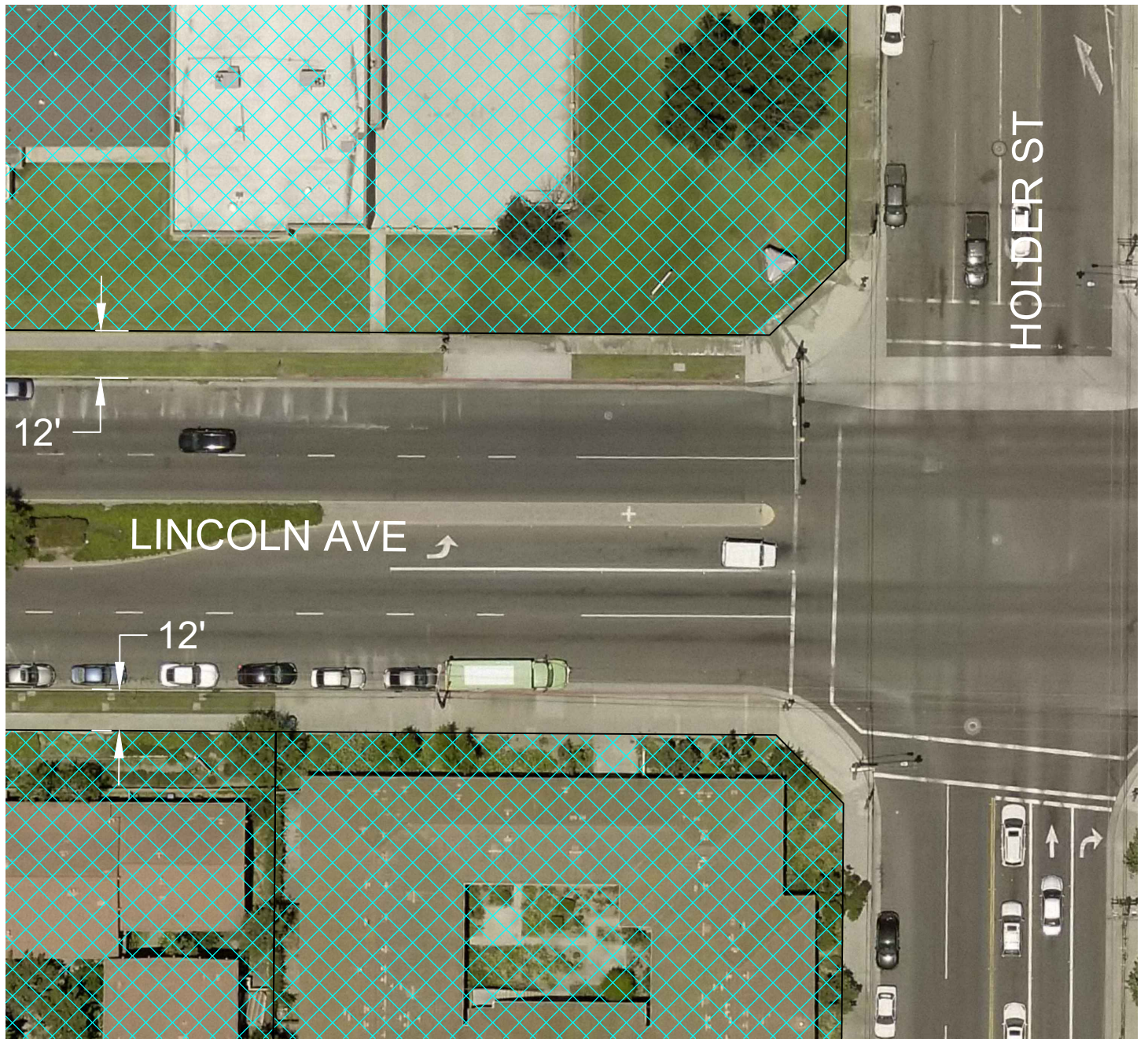


RIGHT-OF-WAY ON
KNOTT AVE NORTH OF LINCOLN AVE

SCALE: 1" = 50' DRAWING NO. N/A



SHEET 2 OF 2



: INDICATES A PRIVATELY OWNED PARCEL

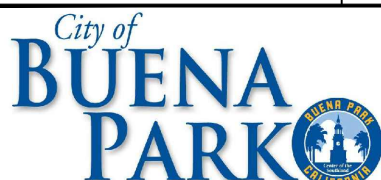
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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



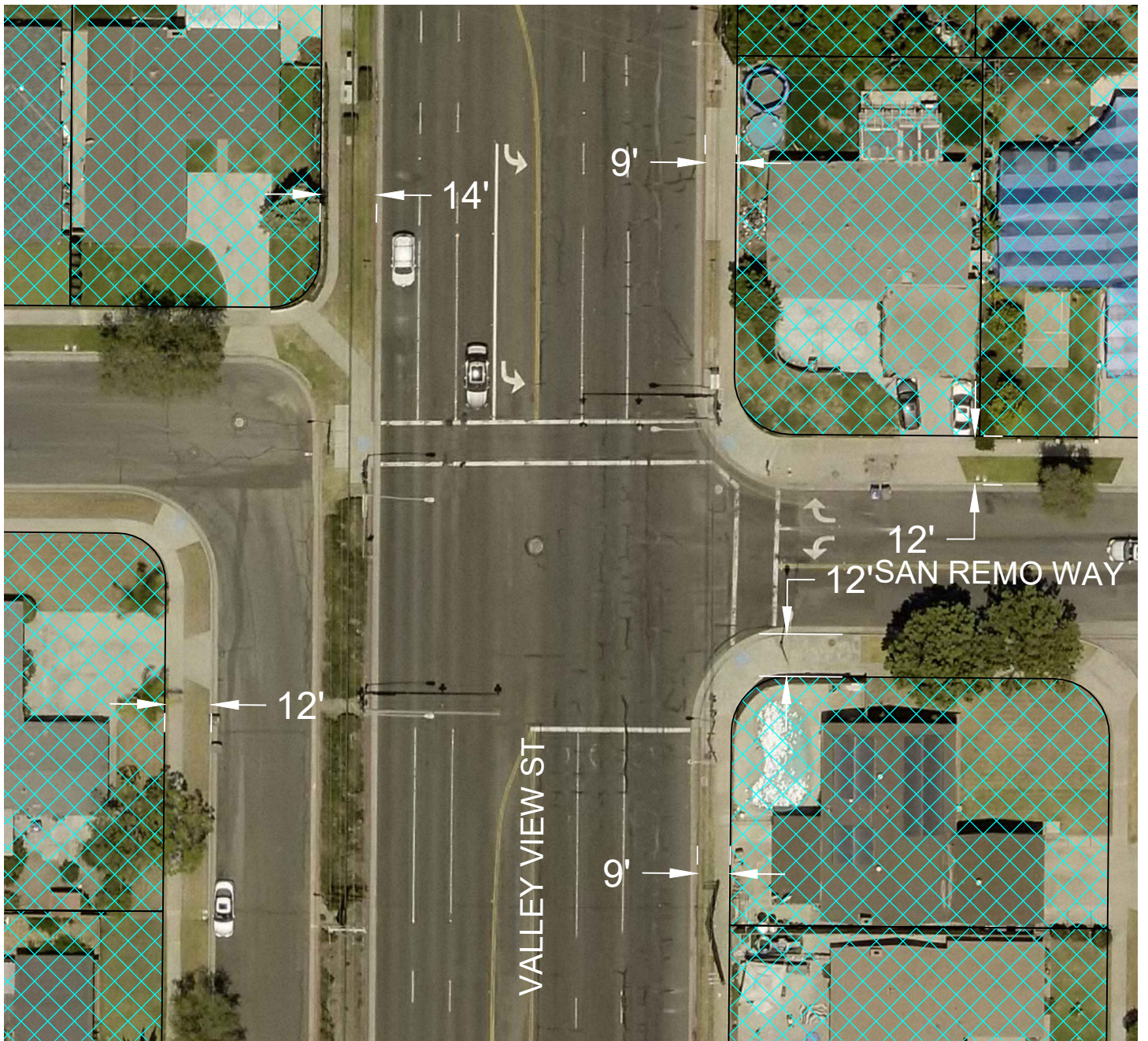
SHEET 1 OF 1



LINCOLN AVENUE WEST OF
HOLDER STREET

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

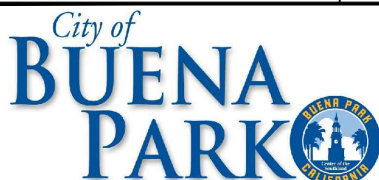
NOTES:

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3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.
4. I AM UNABLE TO ESTABLISH WHERE CITY ROW ENDS AND CALTRANS ROW BEGINS.



SHEET 1 OF 1

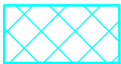
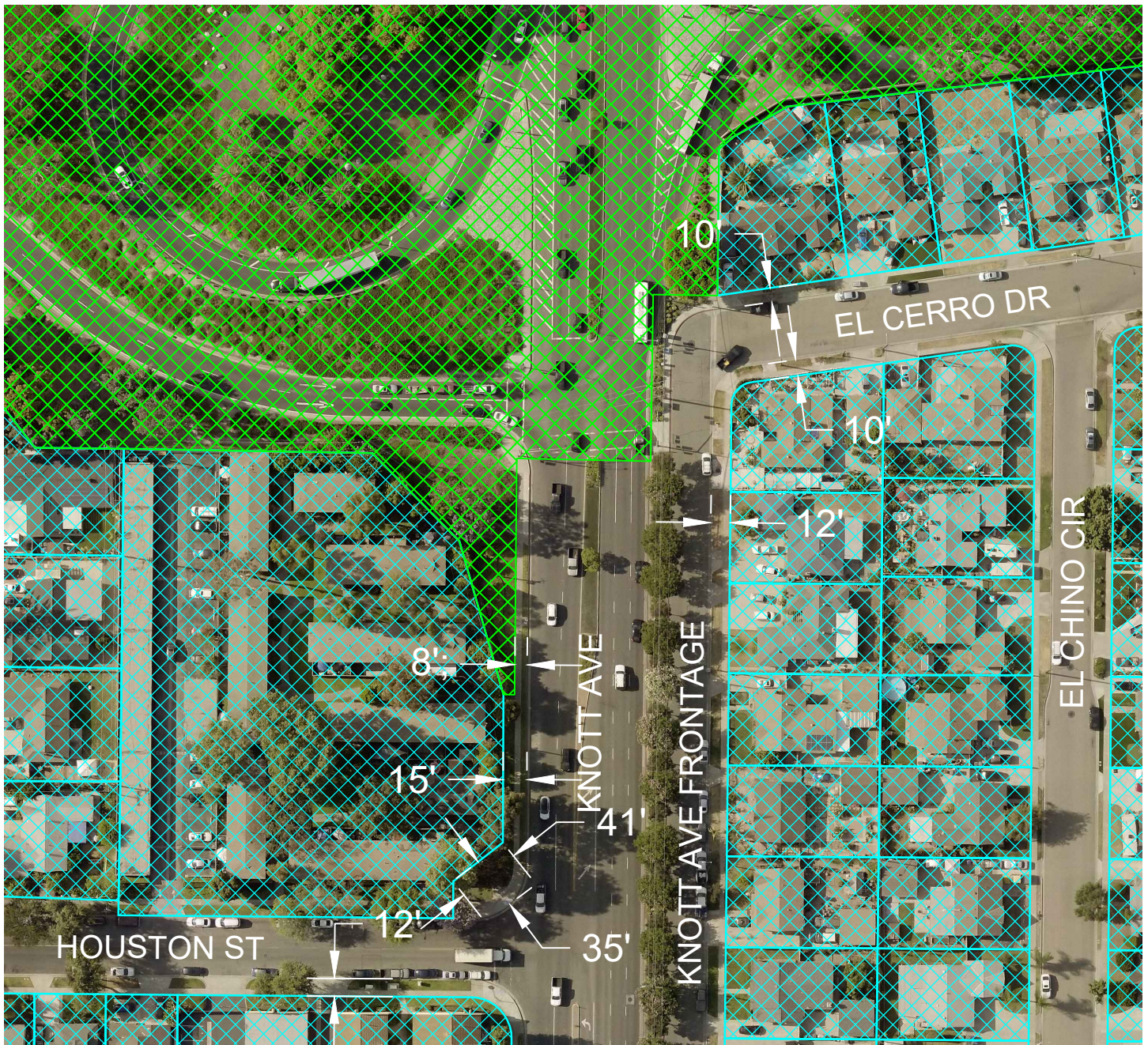
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
VALLEY VIEW ST AT SAN REMO WAY

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL



: INDICATES CALTRANS ROW

NOTES:

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SHEET 1 OF 1

DRAWN BY:

NORM WRAY

DATE

09/26/22

APPROVED:

DATE

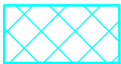
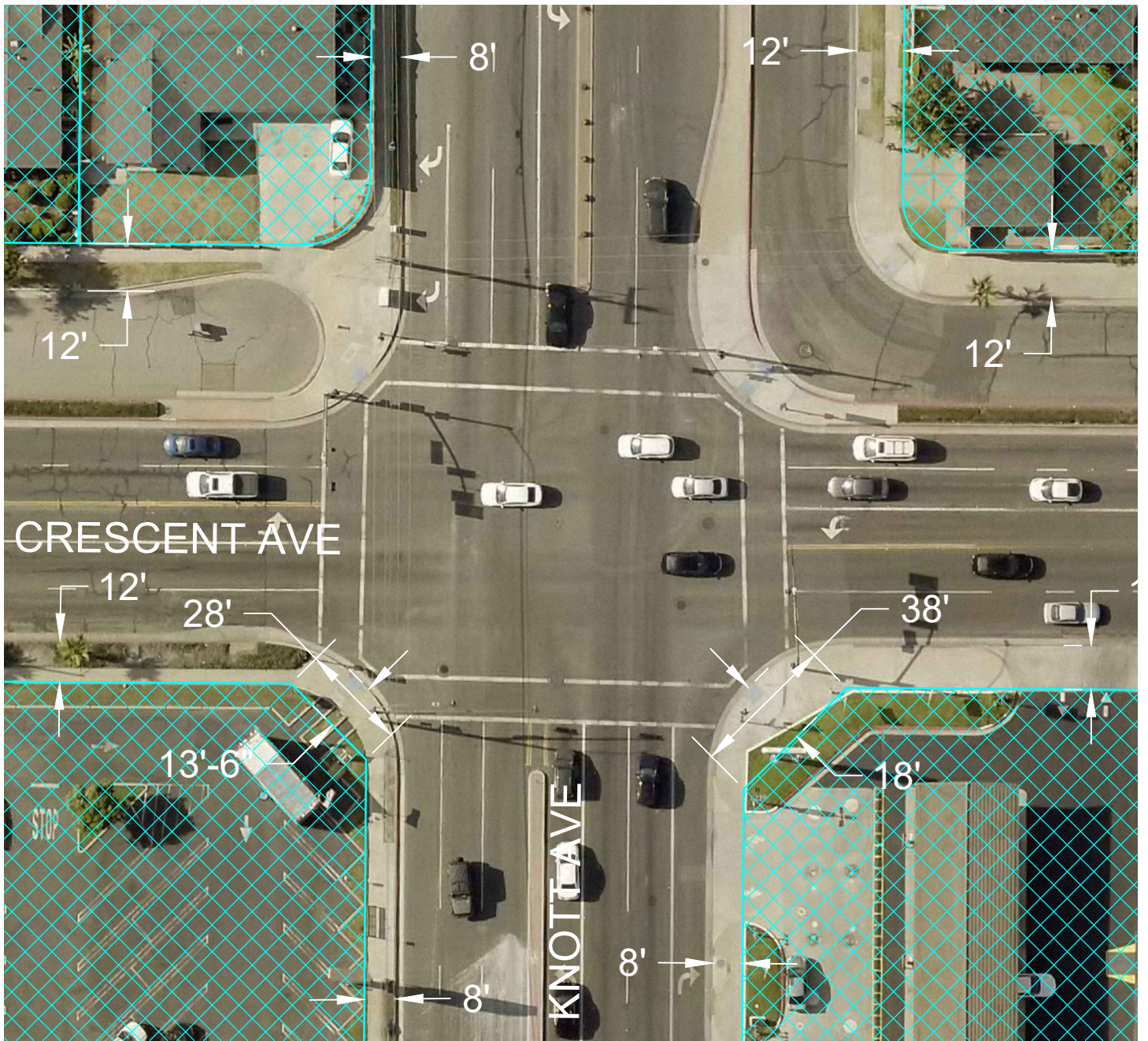
ADRIA M. JIMENEZ, MMC
CITY CLERK



KNOTT AVENUE FROM
HOUSTON ST TO THE 91 FWY

SCALE: 1" = 100'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

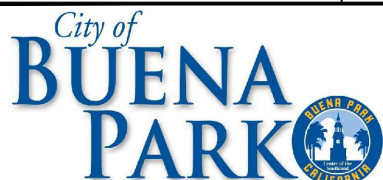
NOTES:

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SHEET 1 OF 1

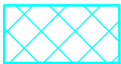
DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
KNOTT AVENUE & CRESCENT AVENUE

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

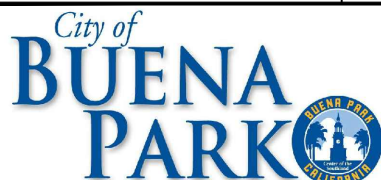
NOTES:

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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



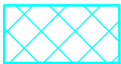
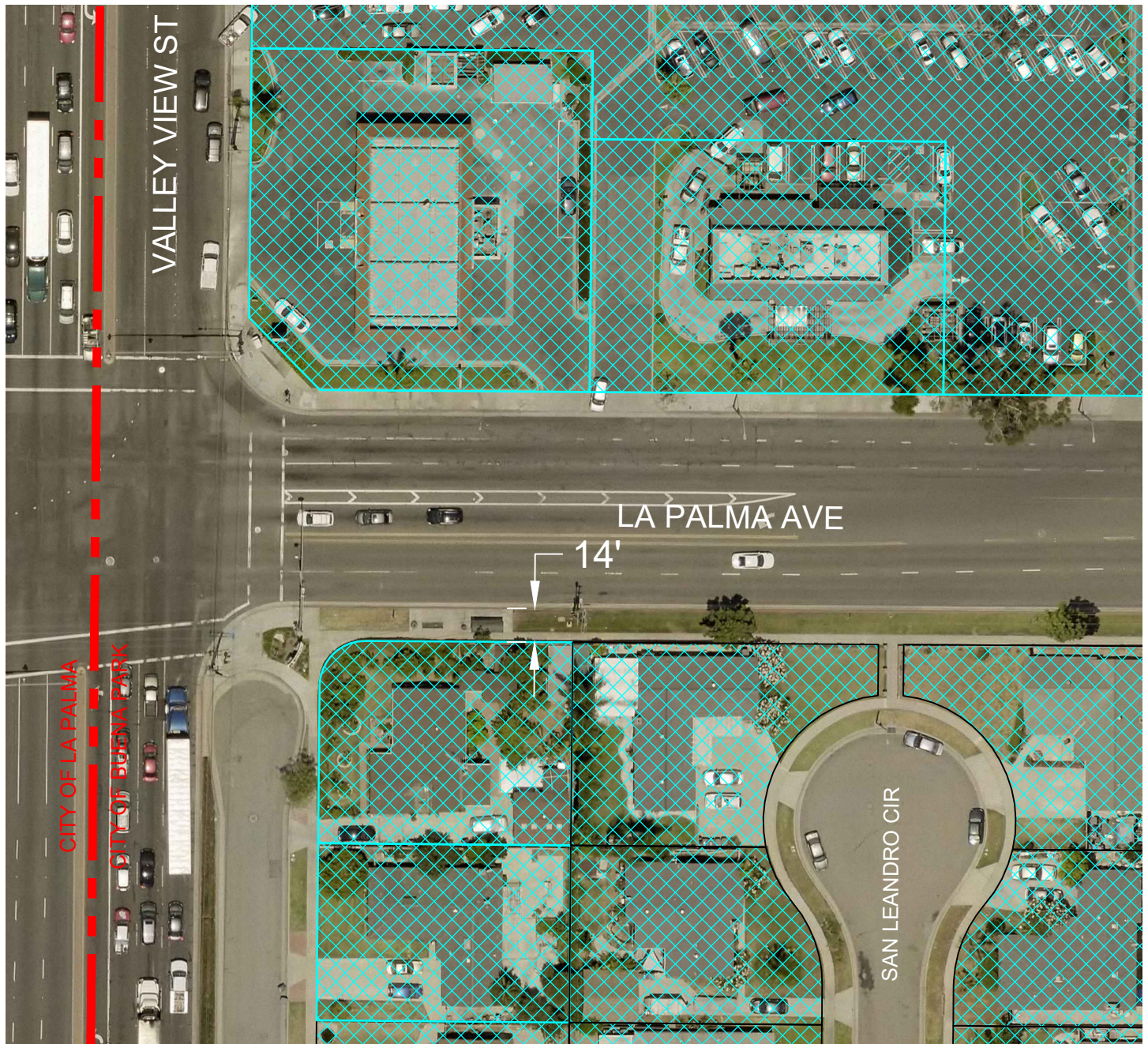
SHEET 1 OF 1



INTERSECTION OF
KNOTT AVENUE & MELROSE STREET

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

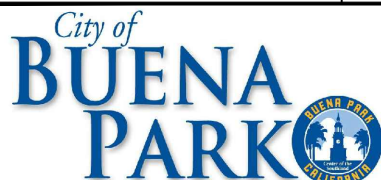
NOTES:

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SHEET 1 OF 1

DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



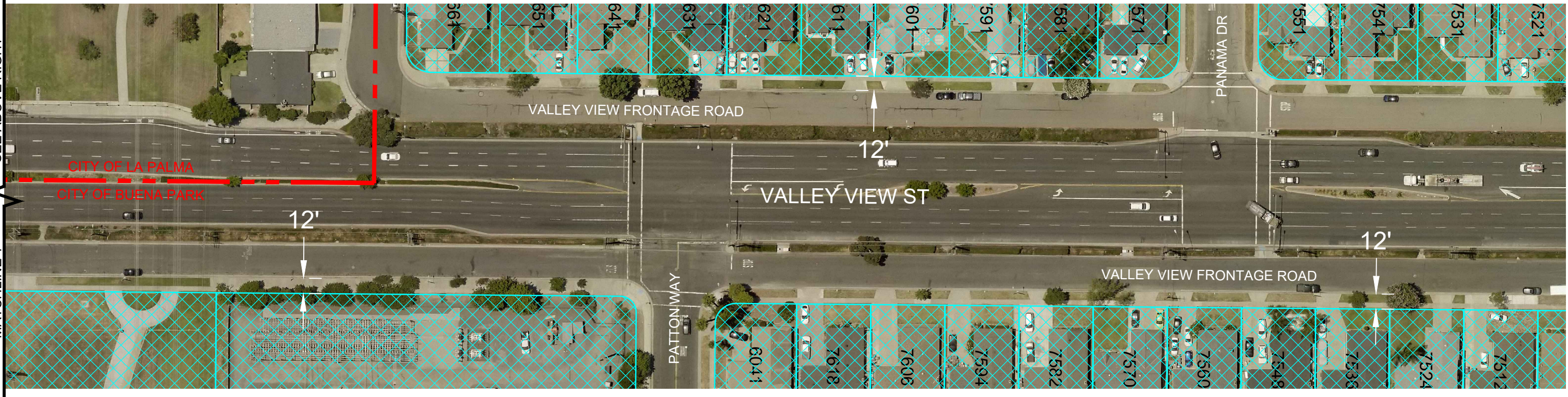
LA PALMA AVENUE FROM
VALLEY VIEW ST TO SAN LEANDRO CIR

SCALE: 1" = 60'

DRAWING NO. N/A

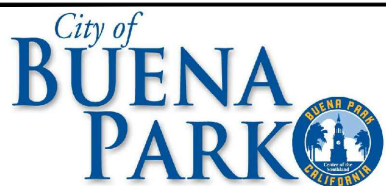


SEE BELOW LEFT
MATCHLINE 1



SEE ABOVE RIGHT
MATCHLINE 1

 : INDICATES A PRIVATELY OWNED PARCEL



RIGHT-OF-WAY ON VALLEY VIEW ST AT THE 91 FWY

SCALE: 1" = 80'

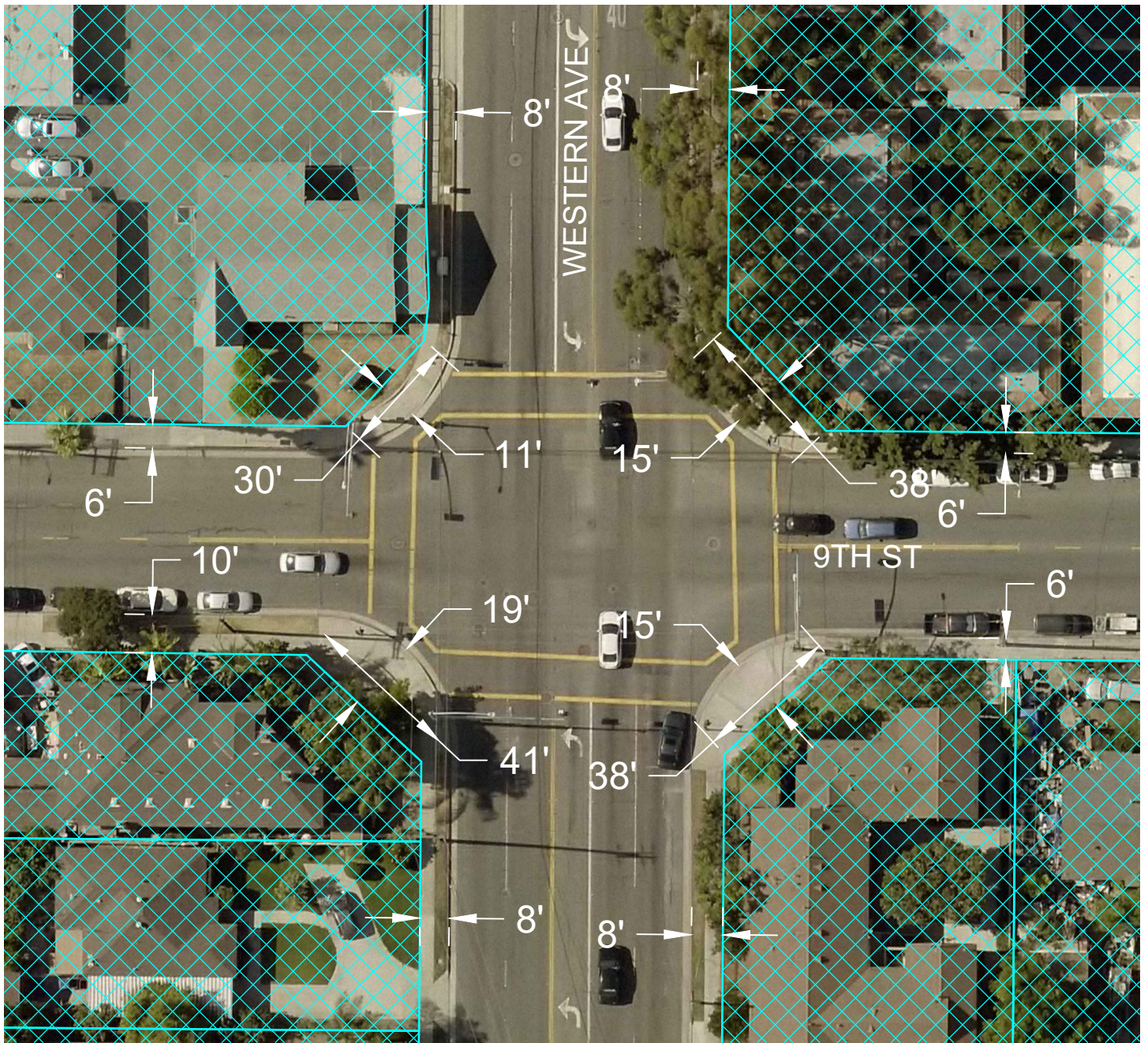
DRAWING NO. N/A




SHEET 1 OF 3

NOTES:

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 : INDICATES A PRIVATELY OWNED PARCEL

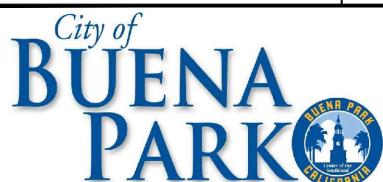
NOTES:

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SHEET 1 OF 1

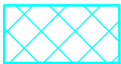
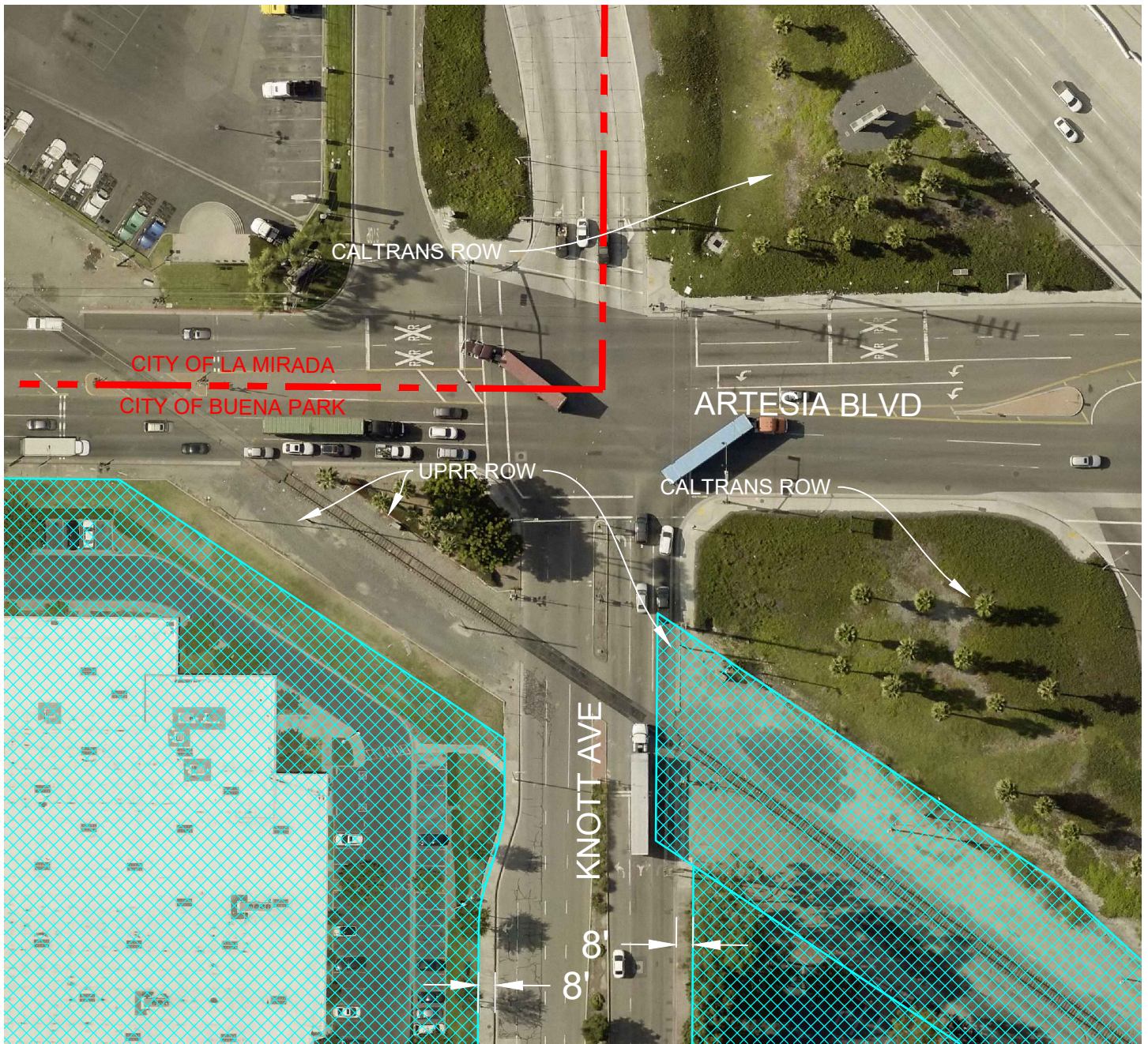
DRAWN BY:	DATE
NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
WESTERN AVENUE & 9TH STREET

SCALE: 1" = 40'

DRAWING NO. N/A



: INDICATES A PRIVATELY OWNED PARCEL

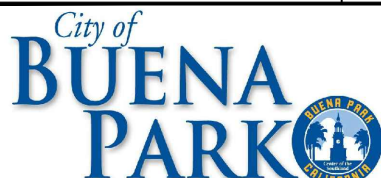
NOTES:

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SHEET 1 OF 1

DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	



INTERSECTION OF
KNOTT AVE & ARTESIA BLVD

SCALE: 1" = 80'

DRAWING NO. N/A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734 PERMITTING ANY ALLOWED USE WITHIN THE CG (COMMERCIAL GENERAL) ZONE TO OCCUPY THE DEVELOPMENT AT 6172 BEACH BOULEVARD

Meeting	Agenda Group
Tuesday, August 13, 2024, 5:00 PM	PUBLIC HEARING Item: 6D
Presented By	Prepared By
Ian McAleese, Senior Planner	Ian McAleese, Senior Planner
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Adopt the proposed ordinance approving the First Amendment to Development Agreement No. DA17-26734 permitting any allowed use within the CG (Commercial General) zone to occupy the development at 6172 Beach Boulevard; and 2) Authorize the Mayor and City Clerk to execute the amendment on behalf of the City.

PREVIOUS CITY COUNCIL ACTION

On January 9, 2018, the City Council adopted Ordinance No. 1638, which changed the zoning designation of the properties located at 6172 Beach Boulevard from CG (Commercial General) to GMU (General Mixed Use). On February 14, 2018, the City Council adopted Ordinance No. 1639 approving Development Agreement No. DA17-26734, to allow a mixed-use development consisting of two live/work units and two commercial tenant spaces.

DISCUSSION

The two commercial tenant spaces portion of the project were originally intended for professional office uses, which require less on-site parking. However, after continued difficulty finding a suitable professional office tenant, a Minor Modification to allow medical uses along with the construction of four parking lifts was approved in 2022. Unfortunately, even with the addition of medical office uses, the property owner has continued to have a hard time finding tenants. The current request is to again amend the permitted uses for the commercial component to also include those uses allowed within the CG (Commercial General) Zone. Upon approval of this amendment, additional uses will be permissible such as a health spa or salon, retail stores, printing services, etc. A full list of permissible uses in the CG zone is included in the Amendment to the DA (Attachment 4).

Additionally, the proposed Development Agreement amendment will conceptually allow the property owner to subdivide the tenant spaces and live/work portions for individual sale through a parcel map.

Government Code Section §65865, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. The proposed amendment to the Development Agreement to allow uses permitted within the CG zone will not only increase the types of businesses that can operate at the property but is also consistent with commercial properties located to the north and south of the property that are also located within the CG zone. Pursuant to the Buena Park Municipal Code (BPMC) Table 19.536.040 (Parking Spaces Required), future uses will need to meet the parking requirement of five (5) spaces per 1,000 square feet of floor area or less.

The proposed amendment is consistent with the goals and policies of the General Plan and complies with all development standards of the GMU zone. Since the GMU zone currently has no development standards and the proposed amendment does not change the existing building, the development standards created under DA17-26734 are fully met by the proposed amendment. The expanded list of permitted uses will promote business attraction and enhance the City's economic vitality.

On June 26, 2024, the Planning Commission adopted Resolution No. 6346 recommending City Council approval of the First Amendment to Development Agreement No. DA17-26734 to change the allowed uses for the first floor tenant spaces from the CO (Office) zone to the CG (Commercial General) zone.

PUBLIC HEARING NOTICE

Notice of the public hearing was posted at Buena Park City Hall, the Buena Park Library, and the Ehlers Event Center on August 1, 2024, as well as mailed to 36 property owners within 300 feet of the property. The notice was also published in the *Buena Park Independent* on August 2, 2024.

BUDGET IMPACT

There is no budget impact associated with the proposed Ordinance.

Attachments

[City Council Ordinance DA17-26734 Amendment 1.pdf](#)

[Planning Commission Resolution No. 6346.pdf](#)

[Executed Development Agreement No. DA17-26734.pdf](#)

[Exhibit 1 - First Amendment to Development Agreement for 6172 Beach Boulevard.pdf](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING THAT DOCUMENT ENTITLED "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734, CONCERNING PROPERTY LOCATED AT 6172 BEACH BOULEVARD (APN 066-251-24, 25, 28, 29), BUENA PARK, CALIFORNIA" AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK.

A. Recitals.

(i) California Government Code § 65864 now provides, in pertinent part, as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

(ii) California Government Code § 65865 provides, in pertinent part, as follows:

"Any City . . . , may enter into a development agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article. . . ."

(iii) California Government Code § 65865.2 provides as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. . . ."

(iv) Attached to this Ordinance, marked Exhibit "1" and incorporated herein by reference, is a proposed First Amendment to Development Agreement DA17-

26734, concerning property located at 6172 Beach Boulevard / APN: 066-251-24, 25, 28, 29 in the City of Buena Park, and as legally described within the attached Exhibit "A". Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "1" is referred to as "the Development Agreement."

(v) On June 26, 2024 the Planning Commission of the City of Buena Park conducted a duly noticed Public Hearing to amend the Development Agreement to modify the list of permitted uses for the first floor tenant spaces from the CO (Office) zone to CG (Commercial General) zone for an existing 5,940 square-foot two-story mixed-use development at 6172 Beach Boulevard / APN: 066-251-24, 25, 28, 29, Buena Park, California and making the findings in support thereof.

(vi) The Planning Commission has reviewed and considered all elements of the proposed First Amendment to Development Agreement DA17-26734 and concluded its public hearing prior to adoption of its Resolution No. 6346 recommending approval and certification to the City Council.

(vii) On August 13, 2024, the City Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the First Amendment to the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance

(viii) All legal prerequisites to the adoption.

B. Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does ordain as follows:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of Resolution No. 6346 are true and correct.

Section 2. The City Council hereby finds and determines that the project identified above in this Ordinance is Categorically Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines, because the proposed change in the types of allowed uses is associated with an existing two-story mixed-use multi-tenant structure with no proposed expansion.

Section 3. The City Council specifically finds:

a. The location, design, and proposed amendment to the allowed uses within the existing mixed-use development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The proposed project, as conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long term vision for the area.

b. The First Amendment to the Development Agreement will continue to produce an environment of stable and desirable character, will not cause traffic

congestion on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed use and intensity is consistent with the vision for the area and adequate street access and traffic capacity will be available to serve the proposed mixed-use development as well as existing and anticipated development in the surrounding area.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the design criteria for the mixed-use development and will enhance site utility. Furthermore, the First Amendment to the Development Agreement will promote the orderly development of the project area along with the public health, safety, and welfare.

d. The First Amendment to the Development Agreement will conform to the City of Buena Park's General Plan, Zoning, and development requirements for the Central Buena Park Focus Area. The proposal will promote the maximum efficient utilization of the site. This proposal furthers the goals of the City's General Plan Land Use Element for expansion of commercial uses and will be compatible with the intended character of the area.

Section 4. It is expressly found that the public necessity, general welfare and good zoning practice require approval of the First Amendment to Development Agreement DA17-26734.

Section 5. The City Council hereby adopts the First Amendment to Development Agreement DA17-26734, attached hereto as Exhibit "1".

Section 6. The City Council hereby authorizes and directs the Mayor and City Clerk to execute the First Amendment to Development Agreement DA17-26734 on behalf of the City of Buena Park forthwith upon adoption of this Ordinance.

Section 7. Notwithstanding any other provision hereof, if the property proponent(s), JC 153, LLC, by and through its authorized officer(s), fails to record said First Amendment to Development Agreement DA17-26734 within ten (10) days after the effective date thereof, this Ordinance shall become null and void and of no further force and effect and said First Amendment to Development Agreement DA17-26734 shall thereafter be deemed, for all purposes, to have been denied.

Section 8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this 13th day of August 2024, by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 13th day of August 2024.

City Clerk

RESOLUTION NO. 6346
FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT NO. DA17-26734

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734 TO CHANGE THE ALLOWED USES FOR THE FIRST FLOOR TENANT SPACES FROM THE CO (OFFICE) ZONE TO THE CG (COMMERCIAL GENERAL) ZONE FOR AN EXISTING 5,940 SQUARE-FOOT TWO-STORY MIXED-USE DEVELOPMENT LOCATED AT 6172 BEACH BOULEVARD (APN: 066-251-24, 25, 28, 29) WITHIN THE GMU (GENERAL MIXED-USE) ZONE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. Recitals.

(i) Paul Kim, Source Architecture Inc., applicant, 6101 Ball Road, Suite 205, Cypress, CA 90630, on behalf of 6100 Property Holdings LLC, property owner, 1901 W Olympic Boulevard, Los Angeles, CA 90006 has filed a request to amend an existing Development Agreement No. DA17-26734 to change the allowable uses from the CO (Office) zone to the CG (Commercial General) zone for the first floor tenant spaces within an existing 5,940 square-foot two-story mixed-use development located at 6172 Beach Boulevard (APN: 066-251-24, 25, 28, 29) in the County of Orange. Hereinafter, in this Resolution, the subject First Amendment to Development Agreement No. DA17-26734 request is referred to as "Development Agreement".

(ii) On June 26, 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 elements of the proposed First Amendment to Development Agreement No. DA17-26734 together with the associated information contained therein.

(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 this Commission during the above-referenced hearing, including written staff report, verbal testimony, and the First Amendment to Development Agreement No. DA17-26734 Development Plans stamped

“RECEIVED NOV 22 2023 PLANNING DIV.,” this Commission hereby specifically finds and recommends the City Council find that the First Amendment to Development Agreement No. DA17-26734 will promote the public health, safety and welfare.

a. The location, design, and proposed amendment to the allowed uses within the existing mixed-use development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The proposed project, as conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long term vision for the area.

b. The First Amendment to the Development Agreement will continue to produce an environment of stable and desirable character, will not cause traffic congestion on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed use and intensity is consistent with the vision for the area and adequate street access and traffic capacity will be available to serve the proposed mixed-use development as well as existing and anticipated development in the surrounding area.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the design criteria for the mixed-use development and will enhance site utility. Furthermore, the First amendment to the Development Agreement will promote the orderly development of the project area along with the public health, safety, and welfare.

d. The First Amendment to the Development Agreement will conform to the City of Buena Park’s General Plan, Zoning, and development requirements for the Central Buena Park Focus Area. The proposal will promote the maximum efficient utilization of the site. This proposal furthers the goals of the City’s General Plan Land Use Element for expansion of commercial uses and will be compatible with the intended character of the area.

3. This Commission also makes, and recommends the City Council make, the following specific findings in support of the First Amendment to Development Agreement No. DA17-26734.

a. The Planning Commission hereby finds and determines that the application, as identified above in this Resolution, is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) Class 1 of Title 14 of the California Code of Regulations, because the change in the types of allowed uses is associated with an existing two-story mixed-use multi-tenant structure with no proposed expansion.

4. The Secretary to this Commission shall:


a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to the

submitted applications, including the proposed First Amendment to Development Agreement No. DA17-26734 prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.


ADOPTED AND APPROVED this 26th day of June 2024 by the following called vote:

AYES:	5	COMMISSIONERS:	Diep, Choi, Davis, Patino, and Judeh
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAIN:	0	COMMISSIONER:	



Mirvette Judeh
Chair

ATTEST:



Swati Meshram, Ph.D., AICP, LEED AP
Planning Manager

FREE RECORDING REQUESTED
PURSUANT TO GOV. CODE §27383

RECORDING REQUESTED BY:
CITY OF BUENA PARK

WHEN RECORDED MAIL TO:

ADRIA JIMENEZ, CITY CLERK
CITY OF BUENA PARK
P.O. BOX 5009
BUENA PARK, CA 90622

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



2018000052429 11:10 am 02/14/18

90 SC5 A12 35

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DEVELOPMENT AGREEMENT NO. DA17-26734 CONCERNING PROPERTY LOCATED AT
6172 BEACH BOULEVARD (APN 066-251-24, 25, 28, 29), BUENA PARK, CALIFORNIA

Record At The Request
Of And When Recorded
Mail To:

Adria M. Jimenez
City Clerk
6650 Beach Boulevard
Post Office Box 5009
Buena Park, California 90622

**DEVELOPMENT AGREEMENT NO. DA17-26734, CONCERNING PROPERTY
LOCATED AT 6172 BEACH BOULEVARD (APN 066-251-24, 25, 28, 29),
BUENA PARK, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein by and between 6100 Beach LLC, a limited liability company ("Developer"), and the CITY OF BUENA PARK, a municipal corporation and charter city, organized and existing under the laws of the State of California ("City").

W I T N E S S E T H:

A. Recitals.

(i) California Government Code Section 65864, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

(ii) Developer owns that certain real property located entirely within City at 6172 Beach Boulevard (APN 066-251-24, 25, 28, 29), the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and hereinafter is referred to as "the Site."

(iii) The Site is zoned GMU (General Mixed-Use) pursuant to the provisions of the City's Zoning Ordinance and Zoning Map. The City and Developer desire to provide through this Development Agreement more specific development controls on the Site, which will provide for maximum efficient utilization of the Site in accordance with sound planning principles.

(iv) Following a properly notice public hearing, on January 9, 2018, City adopted its Ordinance No. 1639, thereby approving this Development Agreement with Developer, and said Ordinance is effective on February 9, 2018.

B. Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

- a. "City" is the City of Buena Park.
- b. "Developer" is 6100 Beach LLC, a California limited liability company.
- c. "Development Plan" are those plans, specifications, and images attached hereto, collectively marked as Exhibit "B" and incorporated herein by this reference.
- d. "Project" is that development approved for the Site as provided in this Development Agreement comprised of the construction of a mixed-use development with two live/work units above 3,708 square feet of office space, eighteen (18) on-site parking spaces, and Site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard (APN 066-251-24, 25, 28, 29), within the GMU (General Mixed-Use) zone, all as reflected in the Development Plan. The Project is subject to the conditions set forth in Exhibit "C" and includes the approvals and conditions set forth in Ordinance No. 1639, the record of proceedings before the Planning Commission and City Council, and all such conditions, records and files in this matter are incorporated herein by this reference as though set forth in full.
- e. "Effective Date" shall mean the date that this Agreement becomes fully executed.

2. **Recitals.** The recitals are part of this Agreement and shall be enforced and enforceable as any other provision of this Agreement.

3. **Interest of Developer.** Developer warrants and represents that it has full legal title in or an equitable interest to the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of Developer have been duly authorized to do so.

4. **Binding Effect of Agreement.** Developer hereby subjects the Project and the land described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors and assigns in title or interest to the Project. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

The City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Development by Developer and the future occupants of the

Project, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

5. **Relationship of Parties.** It is understood that the contractual relationship between City and Developer is such that each party hereto is an independent party and is not the agent of the other for any purpose whatsoever and neither party shall be considered to be the agent or partner of the other for any purpose whatsoever.

6. **Term of Agreement.** Subject to the provisions of § 7, the term of this Agreement shall commence on the Effective Date and shall expire February 9, 2043, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

7. **Construction.** Developer shall have one (1) year from the Effective Date to commence construction. For purposes of this § 7, "commencement of construction" shall mean pouring of the Project building's footings and foundation. Construction work shall not include preparation of plans, engineering work or grading. Thereafter, the Project shall be completed no later than eighteen (18) months from the issuance of building permits, unless such completion time is extended. The Developer, owner or authorized agent may request and apply for an extension of time to commence and/or complete construction. Any request for extension of time must be submitted in writing indicating the reason for extension and the requested amount of time, to the Director of Community Development prior to the expiration date. All extensions shall begin from the previous expiration date. A first-time extension may be granted by the Director of Community Development. For any additional extensions, the Planning Commission may grant extensions of such time period for up to one year for each extension if the earlier expiration of such time is found to present an undue hardship with respect to implementing the approved use and development of the property and such extension would not be materially detrimental to the public health, safety and welfare. If the Developer has not initiated work on the Site or associated required public improvements, and/or completed the Project, within the time periods specified to do so in this § 7 pursuant to a building permit or permits issued by the City, the Developer may be considered in default under this Agreement, in which case the City may initiate default procedures set forth in § 16.

Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

8. **Assignment.** Developer shall have the right to sell, mortgage, hypothecate, assign or transfer this Site to any person or entity at any time during the term of this Development Agreement. Any such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Site. Following not less than thirty (30) days prior, written notice to the City, the written assumption of all of the obligations of Developer under this Agreement pursuant to any such transfer, shall relieve Developer, without any act or

concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer.

9. General Standards and Restrictions Pertaining to Development of the Site.

The following specific restrictions shall apply to the use of the Site pursuant to this Development Agreement:

- a. Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Site in accordance with the provisions of this Agreement.
- b. The type, density, intensity, and configuration of use allowed, size, and location of the building and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, together with other terms and conditions of development applicable to the Site, shall be as set forth in this Development Agreement and the attached Development Plan, as conditioned.
- c. The Developer shall pay a park fee mandated by City Ordinance No. 1416 in the amount of \$18,009 to the City prior to the issuance of building permits.
- d. Any and all public improvements including, but not limited to landscaping, irrigation, sidewalk, and curb and gutter, as set forth in the Development Plan and approved in advance by the City in writing, shall be installed by the Developer.
- e. This Agreement shall not become effective unless and until Zone Change No. Z17-26737, and a Final Map or other process consolidating the parcels in compliance with the Map Act, is approved and becomes effective.

10. **Effect of City Regulations on Development of Project.** Except as expressly provided in this Development Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Buena Park Municipal Code and Zoning Ordinance, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Site.

- a. The provisions of this Section 10 shall not preclude the application to the development of the Site those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

- b. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be pursuant to those fees in effect at the time application is made for such approvals or permits.
- c. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations do not conflict with the terms of this Development Agreement.
- d. Nothing herein shall prevent the application of health and safety regulations (i.e., fire, building, seismic, plumbing and electric codes) that become applicable to the City as a whole.

11. **Permitted Uses.** The use allowed on the Site shall be limited to a 2-story mixed-use development to include 3,708 sq. ft. of office, two (2) residential units with interior access only totaling approximately 2,056 sq. ft., eighteen (18) on-site parking spaces, and related Site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard as depicted on the Development Plans, and subject to all conditions set forth in Exhibit "C". All uses within the office tenant spaces shall be governed by the CO (Commercial Office) Zoning Ordinance district. Except as provided in §15, below, any modification to the Development Plans shall require the modification of this Development Agreement.

12. **Annual Review.** During the term of this Development Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Development Agreement. Developer shall file an annual report with the City regarding compliance with the terms of this Development Agreement no later than the anniversary of the Effective Date.

13. **Indemnification and Legal Challenge.** To the maximum extent permitted by law, Developer agrees to, and shall, defend, indemnify and hold City and its elected officials, officers, agents, contractors and contractors serving as City officials, and employees ("Indemnitees") harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor(s), subcontractor, agent, employee or other person acting on Developer's behalf which relate to or arise out of the construction of the Project or operation of the Permitted Uses. This defense and indemnity obligation includes payment of attorney's fees and all costs of litigation. This indemnification provision applies to all damages and claims for damage described above, regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the Developer shall indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses, including attorney's fees, incurred by the City or awarded against the City or any of the Indemnitees in relation to such action. The City shall have the right to

select counsel of its choice. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge or take any position adverse to the Developer in connection with such third-party challenge. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, the Developer may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

14. **Amendments.** This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, et seq., or successor provisions thereto.

15. **Minor Amendments to Development Plan.** Upon the written application of Developer:

a) Minor modifications and changes to the Development Plan, including modifications to the building design or footprint affecting setbacks, parking layout and design, and landscape design may be approved by the Director of Community Development.

b) Substantial changes in the Development Plan, as determined by the Director of Community Development, shall be processed the same as the initial application for the Development Agreement pursuant to § 14 hereinabove.

16. **Enforcement.** In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

17. **Event of Default.** Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

a. If a material warranty, representation or statement is made or furnished by Developer to City, whether or not set forth herein or in any document incorporated herein, and is false or proved to have been false in any material respect when it was made;

b. If a finding and determination is made by City following an annual review pursuant to § 12 hereinabove, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and

conditions of this Agreement, after notice and opportunity to cure as described in § 16 hereinabove; or

- c. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in § 16 hereinabove.

18. **No Waiver of Remedies.** City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations set forth in § 19, all other remedies at law or in equity which are not otherwise precluded in this Agreement are available to the parties to pursue in the event that there is a breach of this Development Agreement. No waiver by City of any breach or default under this Development Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

19. **City Not Liable For Damages.** It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Developer, or to any assignee, transferee or any other person, and the Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

- a. For any breach of this Agreement, or any breach arising out of or relating to this Agreement;
- b. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;
- c. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or
- d. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement

19. **Rights of Lenders Under this Agreement.** Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

- a. Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender in compliance with this Agreement, shall be as effective as if done by Developer;
- b. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");
- c. Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and
- d. Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.
- e. Should any Lender require or request an amendment of this Agreement with respect to the rights and remedies granted to a Lender, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City with respect to a default by Developer hereunder. In such event, Lender shall be responsible for paying City's actual costs, including attorney's fees, incurred by the City in accommodating such request.

21. **Notice to Lender.** City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

- a. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;
- b. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or
- c. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

22. **Action by Lender.** Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

- a. They are commenced within thirty (30) days after service on Developer (and on Lender if Lender's address is directly provided in writing to the City with reference to this Agreement) of the notice described hereinabove;
- b. They are, after having been commenced, diligently pursued in the manner required by law to completion; and
- c. Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

23. **Notice.** Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto, and shall be deemed effective three (3) business days after mailing.

To Developer:	6100 Beach LLC, a Limited Liability Company 6301 Beach Boulevard, #180 Buena Park, CA 90621
To City:	City of Buena Park 6650 Beach Boulevard Buena Park, California 90620 Attention: Joel W. Rosen, AICP Director of Community Development

24. **Attorneys' Fees.** In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding, including any appeal, as may be fixed within the discretion of the court.

25. **Binding Effect.** This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

26. **Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California.

27. **Partial Invalidity.** If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

28. **Recordation.** This Agreement shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement, and the request of the Developer, the City will execute and deliver, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

29. **Time of Essence.** Time is of the essence in every provision hereof in which time is a factor.

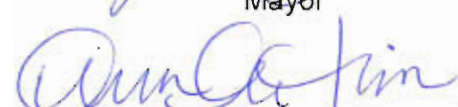
30. **Integrated Agreement.** This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in any Exhibit, incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein, shall be binding or have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF BUENA PARK,
a Municipal Corporation

Dated: 2-14-18

By: 
Mayor


ATTEST: 
Adria M. Jimenez, City Clerk
City of Buena Park

Approved as to form

City Attorney

By: 6100 Beach, LLC

(Developer)

Dated: 2/14/18 By: 
Chris Chun

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 February 14, 2018 before me, Michele LaVerne Lewis, Notary Public, personally appeared Chris Chun, 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 on the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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



Place Notary Seal Above

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 February 14, 2018 before me, Michele LaVerne Lewis, Notary Public, personally appeared Virginia Vaughn,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed on the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person 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



Place Notary Seal Above

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 February 14, 2018 before me, Michele LaVerne Lewis, Notary Public, personally appeared Adria M. Jimenez,

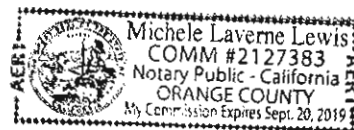
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed on the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person 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

Michele LaVerne Lewis



Place Notary Seal Above

EXHIBIT "A"
LEGAL DESCRIPTION

N TR 625 BLK LOT 14, N TR 625 BLK LOT 13, N TR 625 BLK LOT 12, N TR 625 BLK LOT 11

EXHIBIT "B"

DEVELOPMENT PLAN

6100 & 6172 BEACH BLVD., BUENA PARK, CA 90621

Preliminary Water Quality
Management Plan
(WQMP)

Project Name:
of 0 Beach Blvd. Commercial Building

Prepared for:
6300 Avenida U.C.
6301 Avenida Blvd., STE 180
Buenos Aires, CA 94021
710-992-3805

Authorizing Officer
: [Signature]

Engineer: John Wisp, Registrations No. DS5021
1431 Redwood Ave.
Machwilde Heights
625.724.2213

February 27, 2017
March 15, 2017

Reviewed May 15, 2017

[illegible]

DRAWING INDEX

PROJECT INFORMATION

- 1 ADDRESS: 600 E. 5TH ST. ST. LOUIS, MISSOURI, 63101
- 2 ARCH: J. J. COOK, INC., 1000 E. 12TH ST., ST. LOUIS, MISSOURI, 63101
- 3 CITY: ST. LOUIS, MISSOURI
- 4 DATE: 10/1/77
- 5 JOB NO: 10000
- 6 JOB NAME: 10000
- 7 JOB TYPE: 10000
- 8 JOB DESCRIPTION: 10000
- 9 JOB STATUS: 10000
- 10 JOB COMMENTS: 10000
- 11 JOB NOTES: 10000
- 12 JOB DETAILS: 10000
- 13 JOB SPECIFICATIONS: 10000
- 14 JOB MATERIALS: 10000
- 15 JOB METHODS: 10000
- 16 JOB EQUIPMENT: 10000
- 17 JOB PERSONNEL: 10000
- 18 JOB SCHEDULE: 10000
- 19 JOB BUDGET: 10000
- 20 JOB RISK: 10000
- 21 JOB LEGAL: 10000
- 22 JOB ETHICS: 10000
- 23 JOB SAFETY: 10000
- 24 JOB ENVIRONMENT: 10000
- 25 JOB COMMUNITY: 10000
- 26 JOB CULTURE: 10000
- 27 JOB HISTORY: 10000
- 28 JOB FUTURE: 10000
- 29 JOB IMPACT: 10000
- 30 JOB BENEFIT: 10000
- 31 JOB COST: 10000
- 32 JOB VALUE: 10000
- 33 JOB QUALITY: 10000
- 34 JOB INNOVATION: 10000
- 35 JOB SUSTAINABILITY: 10000
- 36 JOB RESILIENCE: 10000
- 37 JOB ADAPTABILITY: 10000
- 38 JOB FLEXIBILITY: 10000
- 39 JOB SCALABILITY: 10000
- 40 JOB PORTABILITY: 10000
- 41 JOB REUSABILITY: 10000
- 42 JOB DISPOSABILITY: 10000
- 43 JOB RECYCLABILITY: 10000
- 44 JOB ENERGY EFFICIENCY: 10000
- 45 JOB WATER EFFICIENCY: 10000
- 46 JOB AIR QUALITY: 10000
- 47 JOB NOISE: 10000
- 48 JOB VIBRATION: 10000
- 49 JOB CLIMATE: 10000
- 50 JOB WEATHER: 10000
- 51 JOB SOIL: 10000
- 52 JOB ROCK: 10000
- 53 JOB GROUNDWATER: 10000
- 54 JOB SEISMICITY: 10000
- 55 JOB TIDES: 10000
- 56 JOB WIND: 10000
- 57 JOB SUN: 10000
- 58 JOB MOON: 10000
- 59 JOB STARS: 10000
- 60 JOB PLANETS: 10000
- 61 JOB GALAXIES: 10000
- 62 JOB UNIVERSE: 10000
- 63 JOB TIME: 10000
- 64 JOB SPACE: 10000
- 65 JOB MATTER: 10000
- 66 JOB ENERGY: 10000
- 67 JOB INFORMATION: 10000
- 68 JOB KNOWLEDGE: 10000
- 69 JOB WISDOM: 10000
- 70 JOB FAITH: 10000
- 71 JOB HOPE: 10000
- 72 JOB LOVE: 10000
- 73 JOB LIFE: 10000
- 74 JOB DEATH: 10000
- 75 JOB REBIRTH: 10000
- 76 JOB HEAVEN: 10000
- 77 JOB HELL: 10000
- 78 JOB PARADISE: 10000
- 79 JOB PURGATORY: 10000
- 80 JOB LIMBO: 10000
- 81 JOB NARCA: 10000
- 82 JOB EREBOS: 10000
- 83 JOB TARTARUS: 10000
- 84 JOB COCYPUS: 10000
- 85 JOB ELYSIUM: 10000
- 86 JOB CAMPESTRE: 10000
- 87 JOB LUCIFER: 10000
- 88 JOB SATAN: 10000
- 89 JOB DEVIL: 10000
- 90 JOB DEMON: 10000
- 91 JOB ANGEL: 10000
- 92 JOB SPIRIT: 10000
- 93 JOB GHOST: 10000
- 94 JOB PHOEBUS: 10000
- 95 JOB APOLLO: 10000
- 96 JOB ARTEMIS: 10000
- 97 JOB DIANA: 10000
- 98 JOB VENUS: 10000
- 99 JOB MARS: 10000
- 100 JOB JUPITER: 10000
- 101 JOB SATURN: 10000
- 102 JOB URANUS: 10000
- 103 JOB NEPTUNE: 10000
- 104 JOB PLUTO: 10000
- 105 JOB CERES: 10000
- 106 JOB PALLAS: 10000
- 107 JOB JUNO: 10000
- 108 JOB MARS: 10000
- 109 JOB VENERA: 10000
- 110 JOB MARS: 10000

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	1000	YD	10.00	10000.00
2	STEEL	1000	LB	1.00	1000.00
3	BRICK	1000	YD	10.00	10000.00
4	CEMENT	1000	YD	10.00	10000.00
5	SAND	1000	YD	10.00	10000.00
6	GRAVEL	1000	YD	10.00	10000.00
7	WATER	1000	YD	10.00	10000.00
8	ELECTRICITY	1000	YD	10.00	10000.00
9	TELEPHONE	1000	YD	10.00	10000.00
10	POSTAGE	1000	YD	10.00	10000.00
11	INSURANCE	1000	YD	10.00	10000.00
12	PROFESSIONAL FEES	1000	YD	10.00	10000.00
13	PERMITS	1000	YD	10.00	10000.00
14	TRAVEL	1000	YD	10.00	10000.00
15	MEALS	1000	YD	10.00	10000.00
16	ENTERTAINMENT	1000	YD	10.00	10000.00
17	RENT	1000	YD	10.00	10000.00
18	UTILITIES	1000	YD	10.00	10000.00
19	MAINTENANCE	1000	YD	10.00	10000.00
20	REPAIRS	1000	YD	10.00	10000.00
21	REPLACEMENT	1000	YD	10.00	10000.00
22	UPGRADE	1000	YD	10.00	10000.00
23	MODIFICATION	1000	YD	10.00	10000.00
24	DEMOLITION	1000	YD	10.00	10000.00
25	FOUNDATION	1000	YD	10.00	10000.00
26	WALLS	1000	YD	10.00	10000.00
27	ROOF	1000	YD	10.00	10000.00
28	FLOOR	1000	YD	10.00	10000.00
29	CEILING				

PROPOSED FLOOR AREA & NUMBER OF PARKING TABULATION

UNIT	TOTL	FLOOR	AREA	NO. OF PARKING SPACES	NO. OF PARKING SPACES REQUIRED	NO. OF PARKING SPACES PROVIDED	NO. OF PARKING SPACES AVAILABLE
UNIT 1	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 2	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 3	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 4	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 5	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 6	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 7	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 8	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 9	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 10	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 11	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 12	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 13	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 14	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 15	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 16	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 17	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 18	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 19	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 20	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 21	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 22	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 23	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 24	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 25	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 26	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 27	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 28	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 29	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 30	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 31	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 32	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 33	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 34	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 35	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 36	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 37	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 38	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 39	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 40	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 41	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 42	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 43	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 44	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 45	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 46	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 47	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 48	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 49	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 50	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 51	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 52	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 53	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 54	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 55	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 56	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 57	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 58	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 59	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 60	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 61	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 62	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 63	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 64	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 65	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 66	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 67	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 68	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 69	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 70	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 71	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 72	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 73	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 74	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 75	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 76	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 77	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 78	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 79	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 80	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 81	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 82	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 83	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 84	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 85	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 86	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 87	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 88	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 89	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 90	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 91	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 92	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 93	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 94	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 95	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 96	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 97	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 98	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 99	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 100	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 101	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 102	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 103	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 104	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 105	1000	1ST FLOOR	1000 SF	1000	1000	1000	1000
UNIT 106							

[illegible]

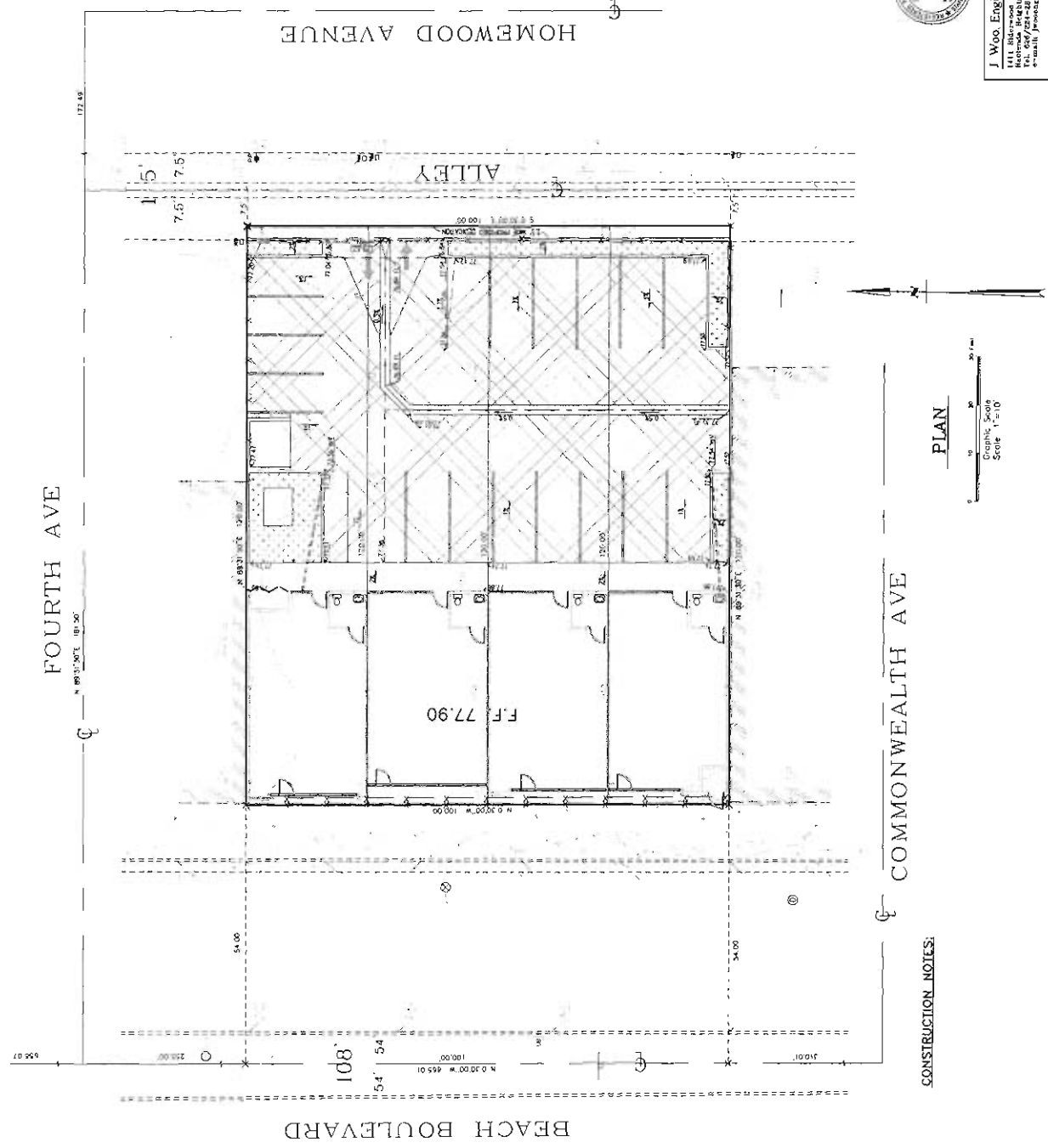
6100 & 6172 BEACH BLVD. MIXED-USE BUILDING
6100 & 6172 BEACH BLVD.
6100 BEACH, LLC
6101 BEACH BLVD. STE 100
DUNN SMITH, DR 10011

12/20/2011

PROJECT
INFORMATION.
VICINITY MAP.
DIRECTORY

[illegible]

CALEITY
CONSTRUCTION
DESIGN/BUILD
SOURCE
ARCHITECTURE

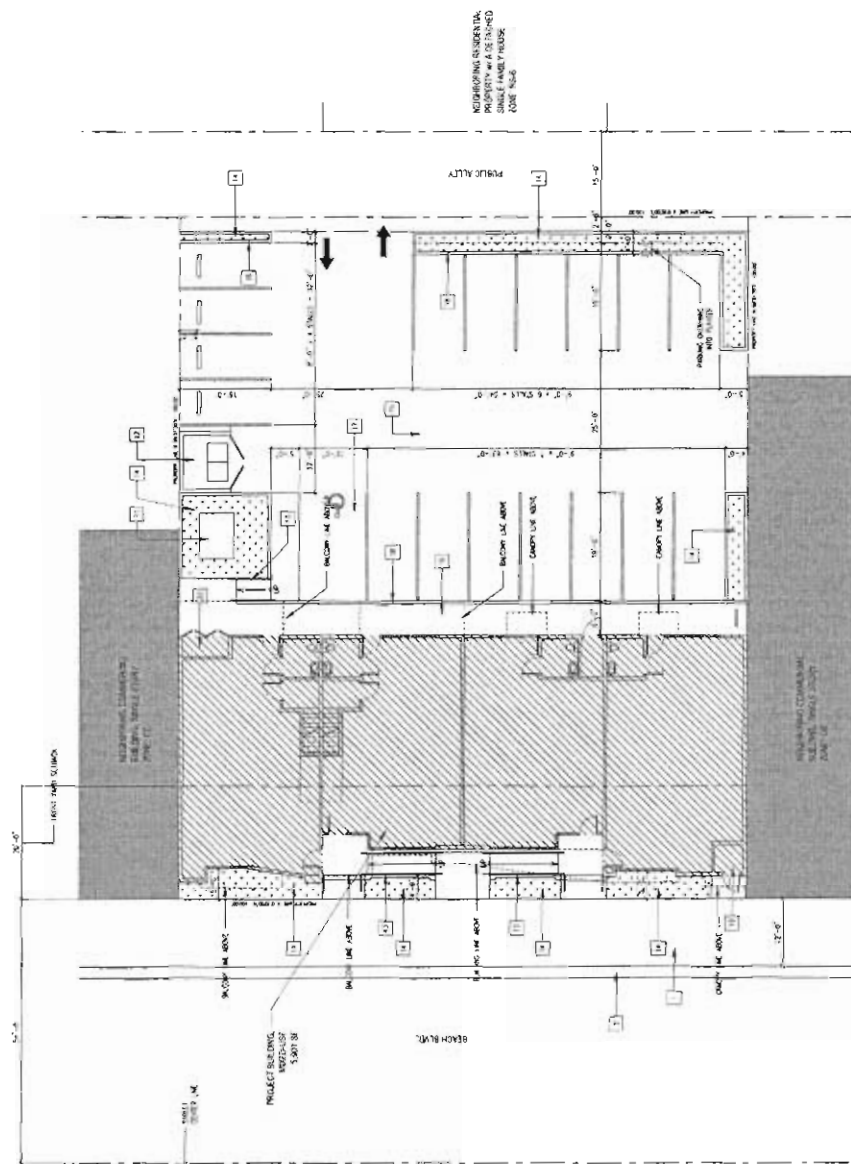


GENERAL NOTES:

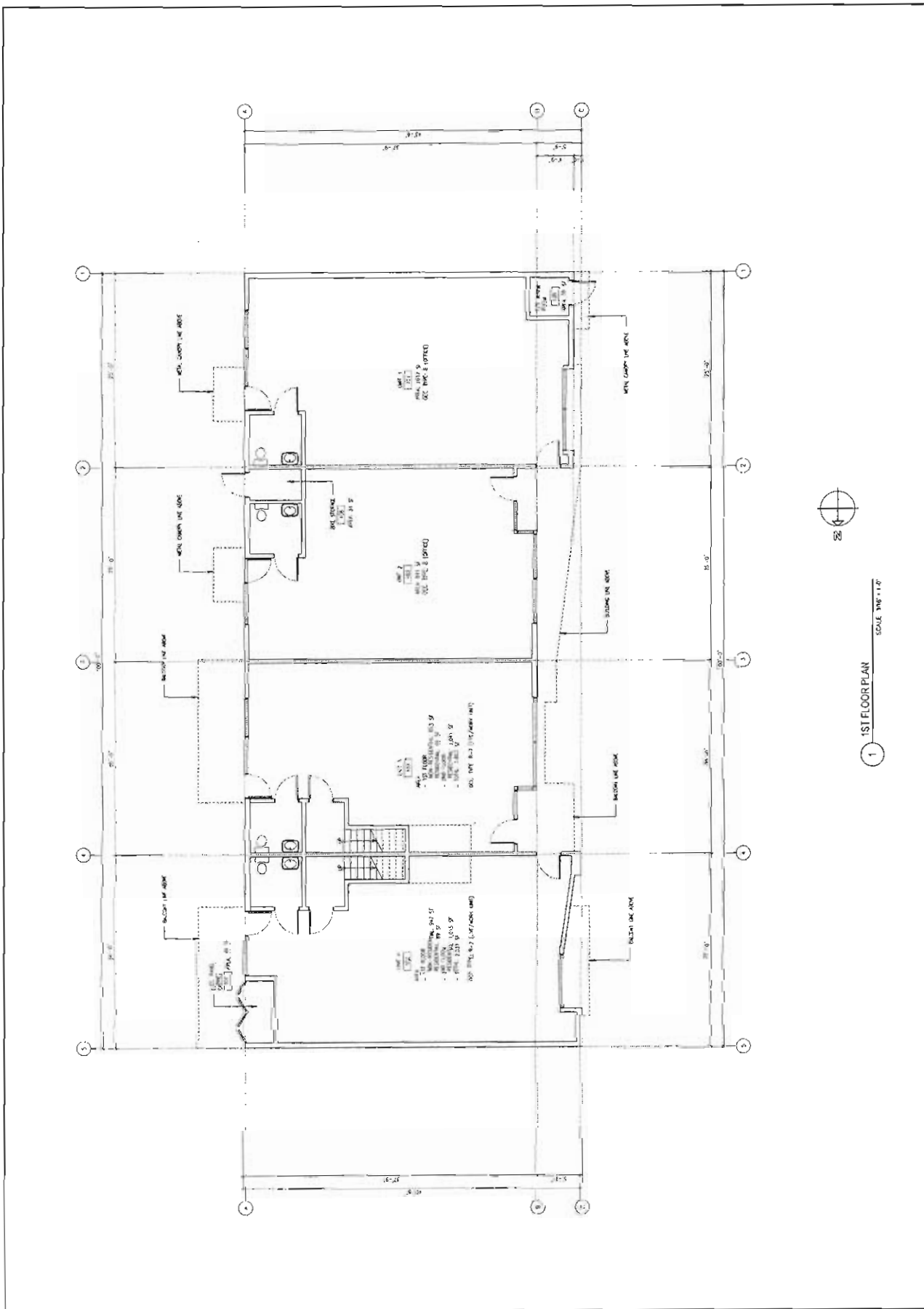
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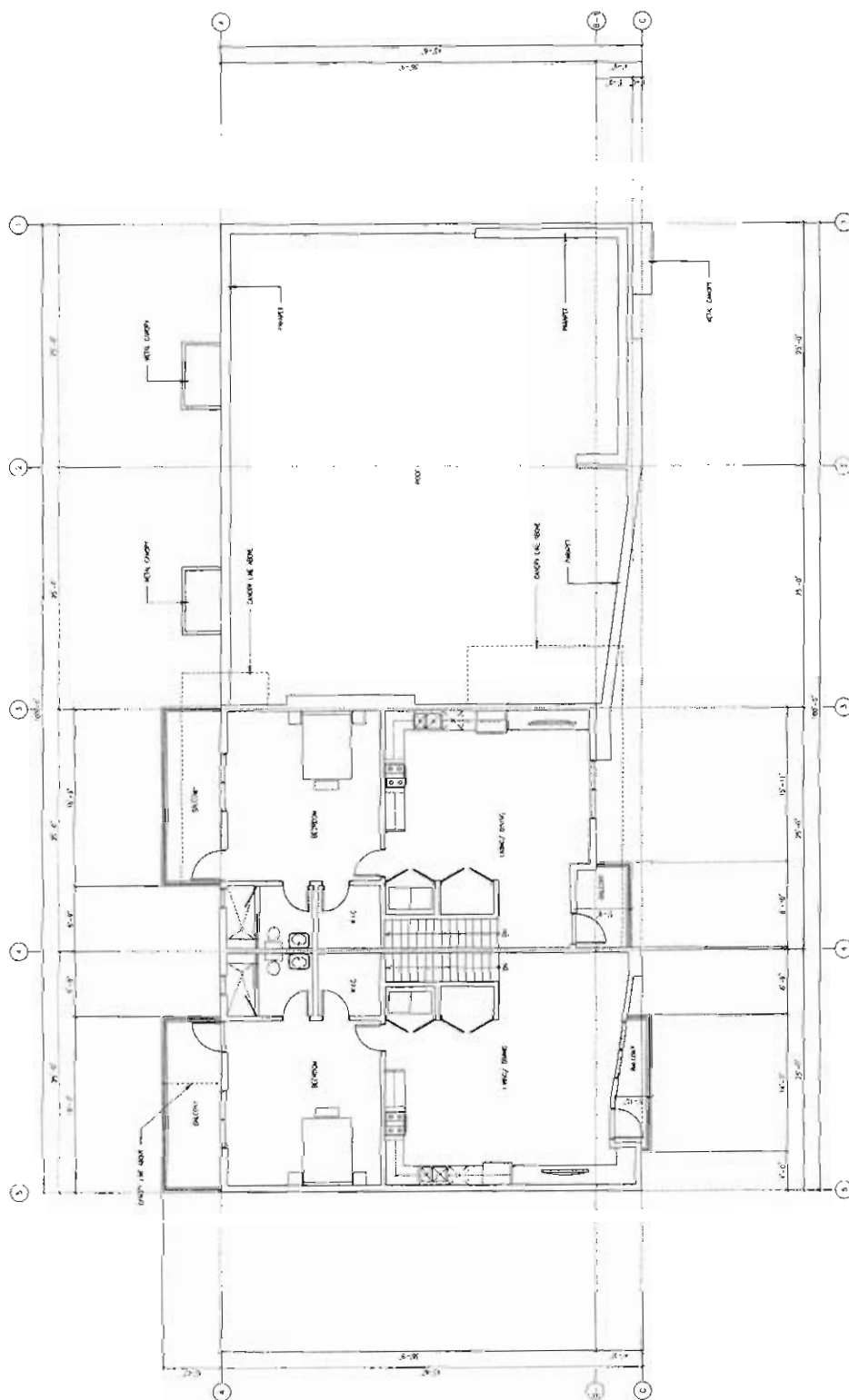
THE PROPERTY SHOWN HEREON IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

LOT 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 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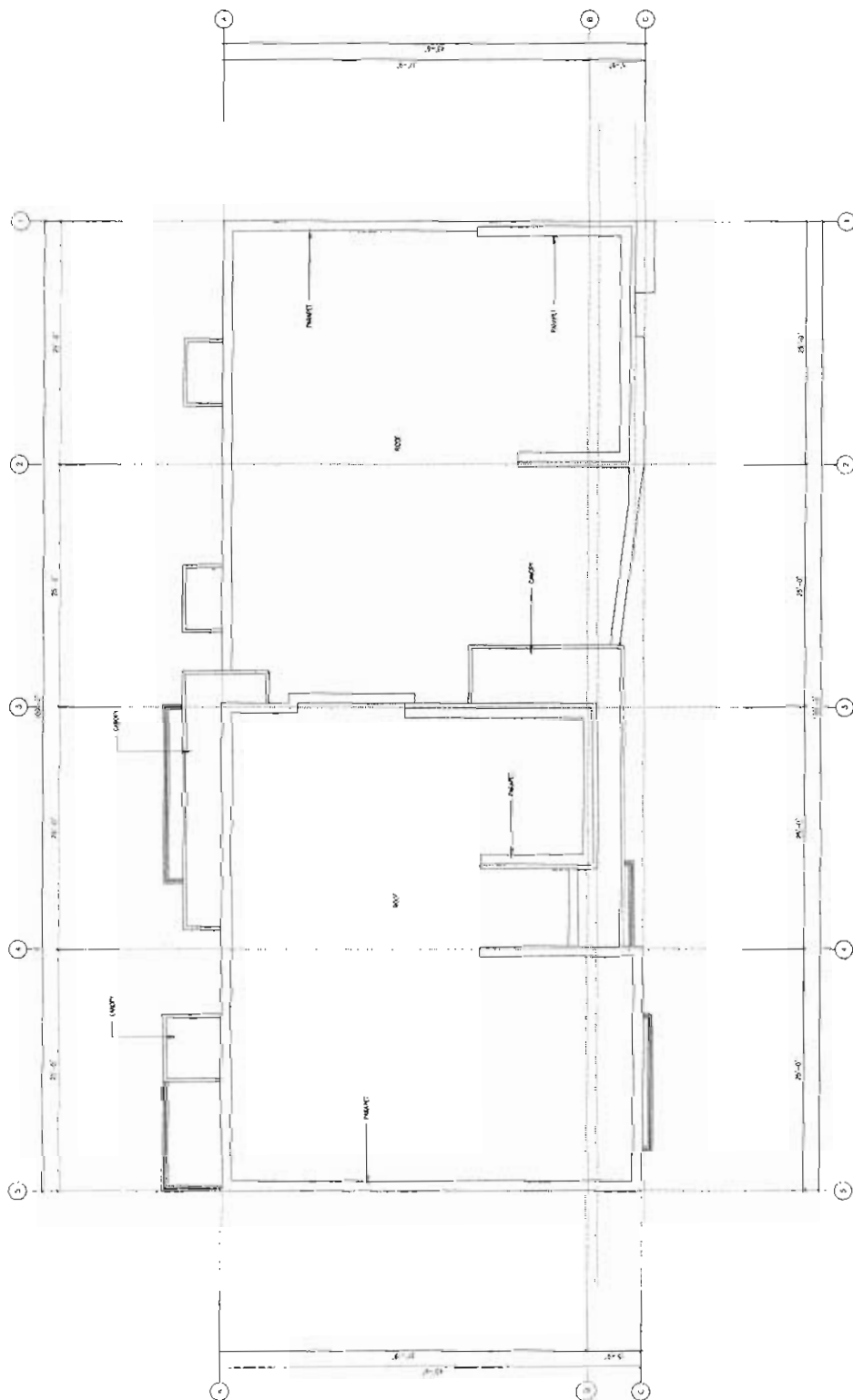
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1 SITE PLAN
SCALE 1" = 10' 0"



[illegible]

2ND FLOOR PLAN



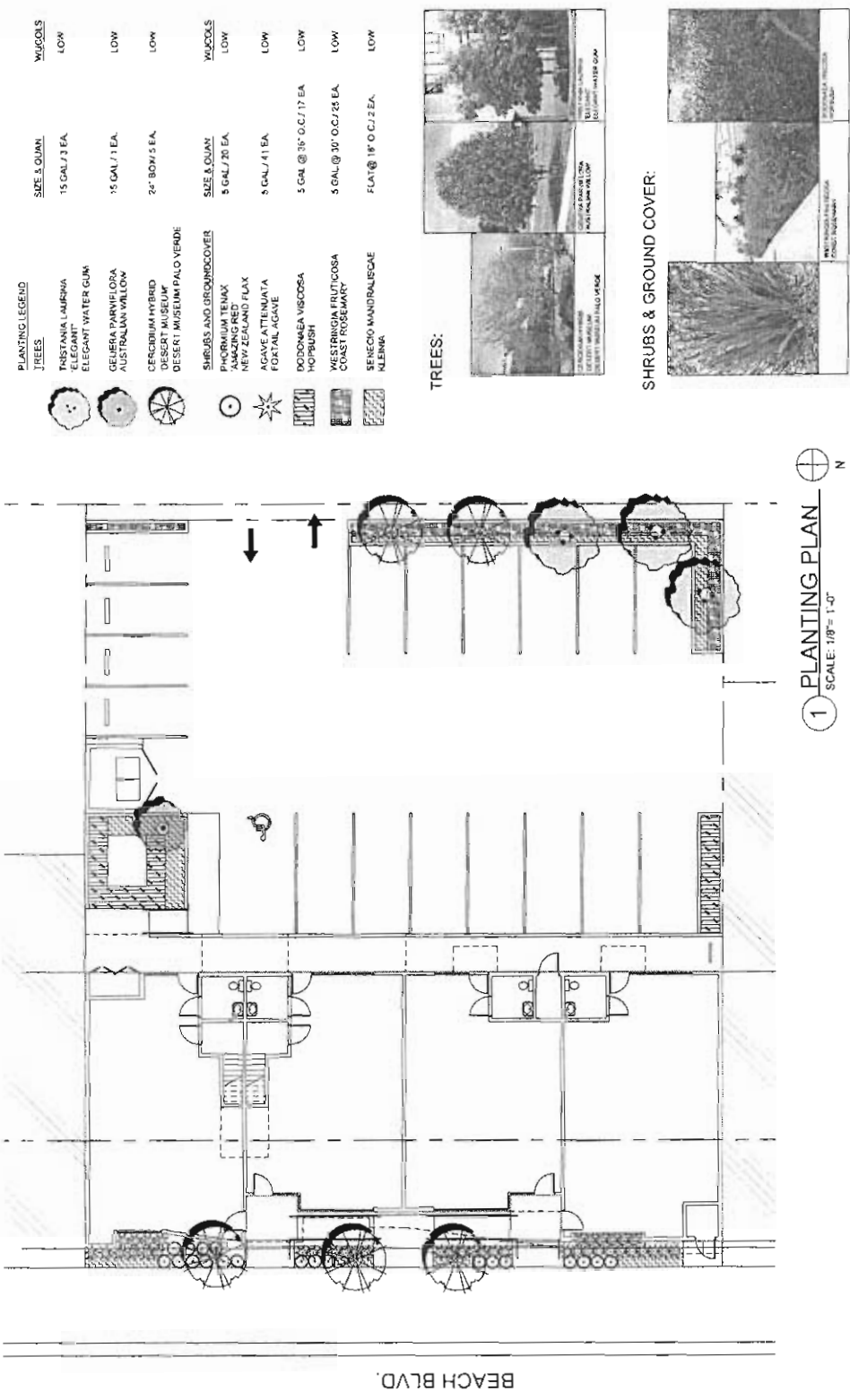
1
ROOF PLAN
SCALE 1/16" = 1'-0"



1. PROJECT: 6100 & 6122 BEACH BLVD. MIXED-USE BUILDING
2. LOCATION: BREA PARK, CA 92621
3. CLIENT: 6100 BEACH, LLC
4. DATE: 04.22.2019
5. SHEET: LP-1



6100 & 6122 BEACH BLVD. MIXED-USE BUILDING
BREA PARK, CA 92621
6100 BEACH, LLC
04.22.2019
LP-1



PLANTING LEGEND

TREES

SYMBOL	PLANT NAME	SIZE & QUANT.	NOTES
	TRISTANIA LAURINA ELEGANT	15 GAL / 3 EA	LOW
	GEORGE PARKINSONIA AUSTRALIAN WILLOW	15 GAL / 1 EA	LOW
	CERCIDIPHA HYBRID DESERT MUSEUM	24" BOX / 5 EA	LOW
	SHRUBS AND GROUND COVER		
	PHORADENDRON AMAZING RED	5 GAL / 20 EA	LOW
	NEW ZEALAND FLAX	5 GAL / 41 EA	LOW
	AGAVE ATTENUATA FOX TAIL AGAVE	5 GAL @ 36" O.C. / 17 EA	LOW
	DODONAEA VISCOSA HOP BUSH	5 GAL @ 30" O.C. / 26 EA	LOW
	WESTRINGIA FRUTICOSA COAST ROSEMARY	5 GAL @ 30" O.C. / 26 EA	LOW
	SENECIO MANDARINAEAE KLENN	5 GAL @ 18" O.C. / 2 EA	LOW

TREES:

SYMBOL	PLANT NAME	SIZE & QUANT.	NOTES
	TRISTANIA LAURINA ELEGANT	15 GAL / 3 EA	LOW
	GEORGE PARKINSONIA AUSTRALIAN WILLOW	15 GAL / 1 EA	LOW
	CERCIDIPHA HYBRID DESERT MUSEUM	24" BOX / 5 EA	LOW

SHRUBS & GROUND COVER:

SYMBOL	PLANT NAME	SIZE & QUANT.	NOTES
	PHORADENDRON AMAZING RED	5 GAL / 20 EA	LOW
	NEW ZEALAND FLAX	5 GAL / 41 EA	LOW
	AGAVE ATTENUATA FOX TAIL AGAVE	5 GAL @ 36" O.C. / 17 EA	LOW
	DODONAEA VISCOSA HOP BUSH	5 GAL @ 30" O.C. / 26 EA	LOW
	WESTRINGIA FRUTICOSA COAST ROSEMARY	5 GAL @ 30" O.C. / 26 EA	LOW
	SENECIO MANDARINAEAE KLENN	5 GAL @ 18" O.C. / 2 EA	LOW

1 PLANTING PLAN
SCALE: 1/8" = 1'-0"

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	04.22.2019	SA	SA



SOURCE
ARCHITECTURE

Source: "The FBI is not convinced that the 'Black Panther Party' is a threat to the national security," says a report by the House Select Committee on Assassinations. The report, dated May 1978, says that the FBI has not found any evidence that the Black Panther Party is a threat to the national security. The report also says that the FBI has not found any evidence that the Black Panther Party is a threat to the national security.



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DOI: 10.1002/anie.200500000

6100 & 6172 BEACH BLVD.
BUEHA PARK, CA 90621-2711

1.2.2004

WEST ELEVATION

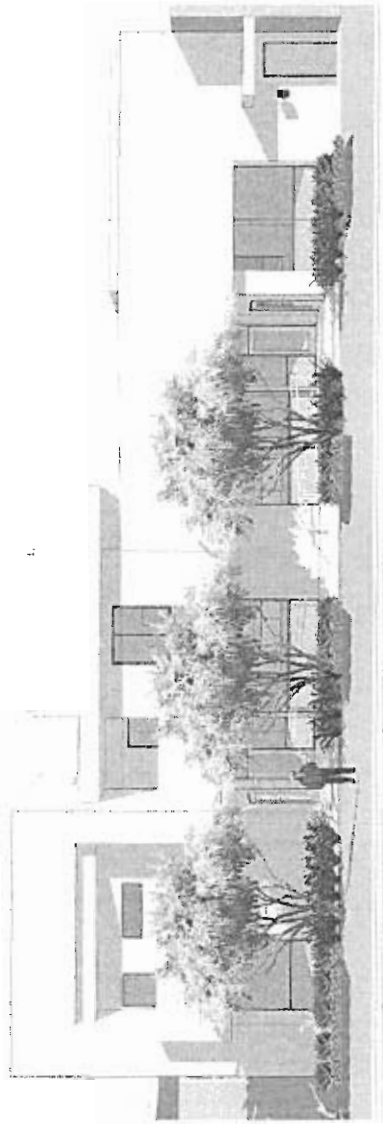
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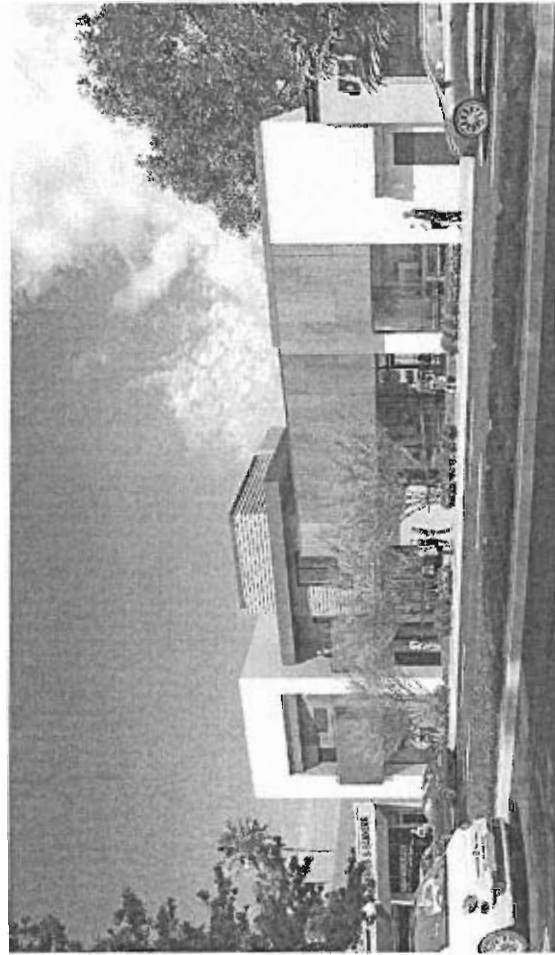
Page 11 of 11

Year	1990	2000
1990	1990	1990
2000	2000	2000

137



① LANDSCAPE ELEVATION



1 LANDSCAPE RENDERING

EXHIBIT "C"

DEVELOPMENT AGREEMENT NO. DA17-26734
CONDITIONS OF APPROVAL

PUBLIC WORKS:

1. The existing parcels encompassed by the Project shall be consolidated in accordance with the City Code and Subdivision Map Act. Plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant.
2. Property owner shall dedicate to the public an easement for street purposes as follows:
 - a) 2.5 feet along the alley way
3. The following plans and/or information shall be prepared and submitted in accordance with City standards:
 - a) Grading/Utility Plan
 - b) Erosion Control Plan
 - c) Water Quality Management Plan (WQMP)
4. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
5. The Site must be graded as not to adversely impact the adjacent properties. An Engineering Grading Certification shall be submitted to Engineering Division when grading is complete. The Certification form shall be obtained from the Engineering Services Division. The Project RCE/geotechnical engineer shall initiate and prepare the certification, duly signed, wet stamped with date of expiration of registration.
6. New public improvements shall include the following:
 - a) Construct a new AC pavement (4" AC over 6" AB) within the dedicated easement area.
7. Prior to issuance of grading or building permits, permit applicant shall submit for approval by the City Engineer, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMP's) that will be used on Site to control predictable pollutant run-off. Applicant shall record the approved WQMP with the Orange County Clerk-Recorder at the cost of the applicant, and provide the City with a conformed copy of the recorded WQMP.

This WQMP shall identify the: structural and non-structural measures specified in Appendix G, as available at the Engineering Services Division, detailing implementation of BMP's whenever they are applicable to the Project (when the Project has a below grade loading dock, for example); the assignment of long-term maintenance responsibilities (specifying the Developer, parcel owner, maintenance association, lessee, etc.); and, shall reference the location(s) of structural BMP's.

8. Applicant shall obtain a permit from Caltrans for any work within the Caltrans right-of-way (Beach Boulevard).
9. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the Project proponent.
10. A traffic impact fee is required and must be paid per City of Buena Park Resolution No. 9726. The traffic impact fee must be paid prior to occupancy of the building.
11. Backflow and cross connection control devices shall be installed in accordance with the City Code. Fire protection plans shall be approved by the Orange County Fire Authority and the City Engineer. The service shall be owned and maintained by the applicant.
12. All trash collection services needed during construction or after Project completion shall be obtained from the City's authorized provider.
13. All fees, deposits and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction.
14. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the Developer/contractor shall file with the City required insurance certificates.
15. Prior to final release of the Project by the Public Works Department, or the refund of any cash deposits, the Developer/contractor shall provide the City with a warranty bond to be held by the City for the period of one (1) year, for all public facilities and improvements.
16. Prior to grant of occupancy by the City or commencement of the approved use, these conditions and all improvements required by the Public Works Department shall be completed to the satisfaction of the City Engineer.

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. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
4. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
5. 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 contingent upon the approval of Zone Change No. Z17-26737 and consolidation of the parcels.
2. This approval shall be for the construction of a 2-story mixed-use development to include 3,708 sq. ft. of office, 2 residential units totaling approximately 2,056 sq. ft., eighteen (18) parking spaces, and Site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard in substantial compliance with plans stamped "RECEIVED AUG 28 2017 PLNG. DIV.", except as modified herein.
3. The applicant and/or property owner shall ensure that a copy of the Planning Commission resolution of approval be reproduced on the first page of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the Project.
4. Plans submitted for plan check shall include elevations which depict architectural amenities generally consistent with the submitted conceptual plans stamped "RECEIVED AUG 28 2017 PLNG. DIV." All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the Project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Architectural features may be replaced or modified subject to approval of the Community Development Director, based on equivalent provision of acceptable alternatives.

5. The architectural elevations of the building shall be augmented by additional varying accent colors and materials on pop out features in order to break up the massing of the structure. Final design, materials, and colors shall be submitted to the Planning Division for review and approval prior to issuance of building permits.
6. Roof drains and downspouts shall be located internal to the building construction to the greatest extent possible.
7. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits.
8. The applicant shall demonstrate that proposed building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.
9. Each residential unit shall be allocated two (2) reserved parking spaces at all times.
10. Plans submitted for plan check shall include complete photometric plan for the parking area to ensure that there are adequate levels of light within all portions of the parking area to ensure proper public safety.
11. The following items shall be considered conditions of this development:
 - a) All parking areas shall be maintained and clear of storage in order to maintain parking.
 - b) No parking of recreational vehicles shall be permitted within the development.
 - c) Landscaped setbacks and planters along Beach/Homewood public alley shall be continuously maintained.
 - d) The development shall maintain a minimum of eighteen (18) parking spaces.
 - e) Balconies and patios shall not be used for storage.
12. Building and Site lighting shall be decorative and consistent with the building design. The equivalent of one (1) foot candle minimum illumination shall be provided throughout the parking area. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way. A photometric plan shall be provided for all exterior light fixtures.
13. Decorative lighting to complement the architectural design of the development shall be provided throughout the entire development including the parking area and open space areas. Final location and design of light standards and wall fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.

14. Sound attenuation measures shall be taken so as to effectively reduce the noise within each unit to a level not exceeding 45 CNEL and exterior noise levels to not exceeding 65 CNEL. An acoustical analysis verifying that the proposed buildings are designed to limit intruding noise to allowable noise levels prescribed shall be submitted to the Building Division concurrently with the submittal of building plans for plan check.
15. All parking areas and driveways shall be paved and striped in compliance with Code Section No. 19.536.070F as shown on the approved plan. Installation of speed bumps shall not be permitted within required fire lanes, access drives, or driveways of the proposed Project without City approval. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It shall be the responsibility of the Developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
16. All trash storage bins shall be screened from view by block trash enclosures. Such structures shall be designed in coordination with the architectural design of the building including materials and coloration. The final design and placement shall be subject to review and approval by the Planning Division, Building Division, and Fire Department. The Developer shall contact the franchise agent to determine the most suitable trash collection method to include the type and number of trash containers. The type and number of trash containers recommended by the franchise agent shall be subject to review and approval of the Planning and Building Divisions, and Fire Department.
17. Mail boxes shall be supplied, installed, and designed to the approval of the Planning Division, with locations subject to US Postal Service approval.
18. The Developer shall provide for agreements with City franchise agents to service the tract and any easements required by such agents.
19. It is recommended that plans be submitted to the Franchise Cable TV provider prior to the issuance of a building permit to allow for cable service to the Project. Please call (714) 338-2091 for information.
20. All required new utility services shall be underground. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade or shall be screened from view by ornamental masonry walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.

21. All roof-mounted mechanical equipment shall be shall be screened to comply with existing design criteria and Section 19.544.020 of the City Code.
22. Three hardcopy sets and one digital copy of detailed landscaping/irrigation/sprinkler plans shall be submitted to the Planning Division for review and be approved prior to the issuance of building permits. Landscaping as approved and provided with an automatic and permanent sprinkler system shall be considered a part of this plan and shall be installed and maintained as a condition of the use. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.
23. Landscaping shall consist of a variety of trees, shrubs and ground covers, generally consistent with the planting plan stamped "RECEIVED AUG 28 2017 PLNG. DIV." with final locations, design, and number approved by the Planning Division. All plants and trees shall be maintained in a healthy, thriving condition at all times. Dead or dying plants or trees shall be promptly replaced with plants or tress, as applicable, comparable in size and species. All irrigation shall on an electronic timer and shall be maintained in fully operable, non-leaking condition.
24. All required double check valve assemblies located within public view shall be located below grade.
25. Prior to the issuance of Building Permits for Development Agreement No. DA17-26734, all fees associated with development including, but not limited to, park fees mandated by City Ordinance No. 1416 shall be paid in full.
26. 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.
27. The development shall conform to the plan as finally approved by the City as conditioned herein. Final plans shall incorporate all changes as conditioned herein and shall recognize all easements or deed restrictions pertaining to the subject property. Any material modification shall require the prior approval of the Planning Commission.
28. Prior to any occupancy permit being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
29. Construction shall be limited to the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday with construction prohibited on Sunday unless approved by the Public Works Department for unusual circumstances.

30. Prior to any occupancy permit being granted, these conditions and all improvements shall be completed to the satisfaction of the City.

If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or of this Development Agreement, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

EXHIBIT 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734, CONCERNING PROPERTY LOCATED AT 6172 BEACH BOULEVARD (APN 066-251-24, 25, 28, 29), BUENA PARK, CALIFORNIA

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA17-26734 ("**First Amendment**") is effective as of September 13, 2024 (the "**Effective Date**") and entered into by and between the CITY OF BUENA PARK, a California municipal corporation ("**City**"), and JC 153, LLC, a California limited liability company ("**Developer**" or "**Assignee**") as successor-in-interest to 6100 BEACH LLC AND 6100 PROPERTY HOLDINGS, LLC ("**Assignor**").

W I T N E S S E T H:

A. Recitals.

(i) California Government Code Section 65868 allows for a development agreement to be amended, in whole or in part, by the mutual consent of the parties to the agreement or their successors-in-interest; and

(ii) On February 14, 2018, City and to 6100 BEACH LLC entered into that certain *Development Agreement No. DA17-26734, Concerning Property Located at 6172 Beach Boulevard (APN 066-251-24, 25, 28, 29), Buena Park, California*, ("**Agreement**" or "**Development Agreement**"); and

(iii) On September 22, 2022, City and 6100 BEACH LLC entered into that certain *Minor Modification of Conditions No. MM-22-4 Modifying Development Agreement No. DA17-26734*, ("**Minor Modification**"); and

(iv) On May 20, 2024, 6100 BEACH LLC assigned its interest in the Agreement to 6100 PROPERTY HOLDINGS, LLC pursuant to Section 8 of the Development Agreement, who agreed to assume all obligations under the Agreement; and

(v) On July 10, 2024, 6100 PROPERTY HOLDINGS, LLC assigned its interest in the Agreement to JC 153, LLC pursuant to Section 8 of the Development Agreement, who agreed to assume all obligations as Developer under the Agreement; and

(vi) City and Developer desire to amend the Agreement to modify the Permitted Uses under Section 11 of the Agreement, and update the Agreement to reflect the changes made pursuant to the Assignment; and

(vii) Pursuant to California Government Code Section 65864 et seq, this First Amendment was properly noticed and adopted by the City Council under Ordinance No. ____ effective as of August 13__, 2024.

B. **Agreement.**

NOW, THEREFORE, In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Sections 1.b and 1.d of the Agreement shall hereby be amended in its entirety to read as follows:

- b. “Developer” is JC 153, LLC, a California limited liability company.

- d. “Project” is that development approved for the Site as provided in this Development Agreement comprised of the construction of a mixed-use development with a future conversion into four condominium units consisting of two live/work units and two commercial units, with 3,685 square feet of office space, twenty-one (21) on-site parking spaces, and Site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard (APN 066-251-24, 25, 28, 29), within the GMU (General Mixed-Use) zone, all as reflected in the Development Plan. The Project is subject to the conditions set forth in Exhibit “C” and include the approvals and conditions set forth in Ordinance No. 1639, the record of proceedings before the Planning Commission and City Council, and all such conditions, records and files in this matter are incorporated herein by this reference as though set forth in full.

2. **Permitted Uses.** Section 11 of the Agreement shall hereby be amended in its entirety to read as follows:

11. **Permitted Uses.** The use allowed on the Site shall be limited to a 2-story mixed-use development to include a future conversion into 4 condominium units consisting of two mixed-use live/work units and two commercial units, with approximately 3,685 sq. ft. of office space and 2,175 sq. ft. of residential space, twenty-one (21) on-site parking spaces, and related Site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard as depicted on the Development Plan, and subject to all conditions set forth in Exhibit “C”. All uses within the office tenant spaces shall be governed by the CG (Commercial General) Zoning Ordinance district. Future conversion into condominiums shall require prior approval of a tentative map, final map, and Conditions, Covenants, and Restrictions. Except as provided in §15, any modification to the Development Plans shall require the modification of this Development Agreement.

3. **Notice.** The notice address of the Developer under Section 23 **Notice** shall hereby be amended to read as follows:

JC 153, LLC
6186 Beach Blvd.
Buena Park, CA 90621

4. **Exhibit “A” Legal Description.** The Legal Description of the property referred to in Exhibit “A” of the Development Agreement shall hereby be replaced in its entirety with the Exhibit “A-1” to this First Amendment, which is attached hereto and hereby incorporated by reference

into the Development Agreement, which is attached hereto and hereby incorporated by reference into the Development Agreement.

5. Exhibit “C” Conditions of Approval. The following provision of Exhibit “C” Conditions of Approval are hereby amended as follows:

PLANNING DIVISION

2. This approval shall be for the construction of a 2-story mixed-use development to include 3,685 square feet of commercial space, 2 residential units totaling approximately 2,175 square feet, twenty-one (21) parking spaces, and site improvements on approximately 0.28 acres of land located at 6172 Beach Boulevard in substantial compliance with plans stamped “RECEIVED NOV 22 2023 PLNG. DIV.” except as modified herein. Uses permitted within the commercial spaces are limited to those permitted within the CG (Commercial General) zone of the BPMC, as of August 13, 2024. Uses requiring a Conditional Use Permit shall require future approvals. Future condominiums will require prior tentative and final map approvals as well as City Attorney approval of Conditions, Covenants, and Restrictions.
6. Development Plan. All references to the stamped with “RECEIVED AUG 28 2017 PLNG. DIV.” shall hereby include any modifications approved under the Minor Modifications (MM-22-4).
 7. Effect. The parties confirm that in all other respects, the Agreement shall remain in full force and effect, unmodified, except to the extent set forth in this First Amendment. In the event of any inconsistency between this First Amendment and the Agreement, the terms and conditions of this First Amendment will control.

[SIGNATURE PAGE TO FOLLOW]

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

LANDLORD:

CITY OF BUENA PARK,
a California municipal corporation

By: _____

Name: Aaron France

Title: City Manager

ATTEST:

By: _____

Name: Adria M. Jimenez

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Christopher G. Cardinale

Title: City Attorney

DEVELOPER:

JC 153, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lot 11 of Tract No. 625, in the City of Buena Park, County of Orange, State of California, as per map recorded in Book 21 Page 46 of Miscellaneous Maps, in the Office of the County Recorder of said County.

Parcel 2:

Lots 12, 13 and 14 of Tract No. 625, in the City of Buena Park, County of Orange, State of California, as per map recorded in Book 21 Page 46 of Miscellaneous Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM 50 percent of all gas, oil, hydrocarbon and minerals lying in or under the land, however, no right of entry is reserved upon the surface for the purpose of extracting or exploring for oil, gas, hydrocarbons or minerals, reserving however, the right to enter the subsurface for the purpose of extracting same, as set forth in an Instrument recorded in Book 1150 Page 180, Official Records.

APN's: 066-251-29, 066-251-28, 066-251-25 and 066-251-24.

EXHIBIT A-2

USES PERMITTED – COMMERCIAL AND INDUSTRIAL ZONES

Symbol	Meaning
P	Automatically permitted use.
I	Incidental use—use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit.
C	Conditional use—use eligible for consideration under the conditional use procedure (Section 19.128.020) and permitted only if a conditional use permit is approved, subject to the specific conditions of such permit.
Ci	Incidental conditional use—use eligible for consideration under the conditional use procedure only if incidental to another primary use of the site, whether such primary use is automatically permitted or permitted by conditional use permit.
Pc	Automatically permitted use, except such use is subject to a conditional use permit when located within three hundred thirty feet of a residential zone.
Pc*	Automatically permitted use, except such use is subject to a conditional use permit when located within six hundred feet of a residential zone.
IC	Incidental or conditional use—automatically permitted as an incidental use, when the primary use is automatically permitted, or eligible for consideration as a primary use under the conditional use procedure.

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
Residential Uses								
<u>Group Quarters:</u>								
• Convent, rectory, dormitory, fraternity or sorority house, etc.	Ci	Ci	Ci					
<u>Transient Quarters:</u> (See Commercial Uses— Tourist Services.)								
Public Service Uses								
<u>Community Day Care:</u>								
• Child day care center.	C	P	P	C	I	I	I	I
• Adult day care center.	P	P	P		I	I	I	I
<u>Health Facilities:</u>								
• Long-term care (intermediate care or skilled nursing).	C	C	C					
• Hospital, alcoholic institution.	C	C	C					
• Medical or dental laboratory.	I	P	P		P		P	
• Medical or dental clinic. (17)	P	P	P	P	P		P	
• Industrial clinic.					P	P	P	P

**Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES**

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Pharmacy.	P	P	P	P	I	I	I	I
• Optician.	P	P	P	P				
<u>Public Assembly:</u> (See also Recreation.)								
• Church. (1)	C		C		C			
• Emergency shelter, up to 30 occupants. (19)	P	P	P		P			
• Emergency shelter, more than 30 occupants. (19)	C	C	C		C			
• Club, lodge, meeting hall, community center (largest meeting room limited to 150 seats or 1000 sq. ft.) (1)	C	P	P					
• Exhibit hall (no swap meets).	C	P	P	C				
• Auditorium. (1)		C	C	C				
• Theater, indoor.		C	C	C				
• Theater, open air.		C	C					
• Theater, drive-in.			C					
<u>Education:</u>								
• Educational institution.	C	C	P					
• Library, reading room.	P	P	P					
• Museum.	C	P	P	P				
• Tutoring.	C	C	C		C			
• Business college, vocational school (no industrial machinery or equipment), physical training school.	C	C	C		C		C	
• Trade school.			C		C		C	
<u>Recreation:</u> (See also Commercial Uses—Commercial Recreation.)								
• Public park, public playground, public recreational area, public landscaped open space, public-owned historical site or feature.	P	P	P		P	P	P	P
• Recreation area (play area, swimming pool, racquetball courts, etc.), as an accessory use (public or private use, indoor or outdoor) to a permitted commercial or industrial use.	C	C	C	C	C	C	C	C
• Private recreation facility.			C	C				
• Community recreation center.		P	P					
• Golf driving range.			C					
• Miniature golf.			C					
• Theme recreational park.			C	C				
• Tennis courts or club, indoor only.			P	P				

**Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES**

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• With outdoor courts.			C	C				
• Racquetball, handball, swimming, gym, athletic club, indoor only.		P	P	P				
• With outdoor area.			C	C				
<u>Natural Resource Development:</u>								
• Exploration and development.	C	C	C		C	C	C	C
<u>Utilities and Communications: (13)</u>								
• Telephone central office, relay station.	C	C	C		C	C	C	C
• Flood control channel and facilities, utility corridor.	P	P	P	P	P	P	P	P
• Other public utility facilities or structures, including electrical substations, and cellular telephone facilities.	C	C	C	C	C	C	C	C
• Radio, television, microwave transmitters.	C	C	C	C	C	C	C	C
• Aviation navigational aids.	C	C	C	C	C	C	C	C
<u>Transportation:</u>								
• Parking lot.	P	P	P	P	P	P	P	P
• Parking structure.	P	P	P	P	P	P	P	P
• Passenger station.	C	C	C	C			C	
<u>Other Public Services and Facilities:</u>								
• Non-City-owned public facilities.	C	C	C	C	C	C	C	C
Commercial Uses								
• Any permitted commercial use with drive-in, drive-through, or walk-up window service. (Special requirements apply. See Section <u>19.552.070.</u>)	C	C	C	C(14)	C	C	C	C
• Any commercial use with adult entertainment. (Special requirements apply. See Section <u>19.552.090.</u>)								
<u>Offices: (2)</u>								
• Bank, financial institution.	P	P	P	P	P	P	P	P
• Business, administrative, professional.	P	P	P	P	P	P	I	I
<u>Studios, etc.:</u>								
• Martial arts, dance or drama studio, art or music conservatory.	P	P	P	P				
• Music studio, recording studio.	C	C	C	C	C		C	C
• Radio, television studio.		P	P	P	C		C	C
• Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.	P	P	P	P				
• Sale of art or publications related to permitted use.	I	I	I	I				

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
<u>Schools:</u> (See Public Service Uses—Education.)								
<u>Personal Services:</u>								
• Barber shop, beauty salon.	P	P	P	P				
• Shoe repair, tailor, dressmaker, laundromat (single batch machines only), dry cleaning (coin-operated only).		P	P	P				
• Shoe shine kiosk.		P		P				
• Automated banking service kiosk.		P		P				
• Retail dry cleaning. (3)		P	P	P				
• Health spa or salon.		P	P	P				
• Massage establishment. (20)	C		C					
• Tanning salon.	IC	IC	IC	IC				
• Fortunetelling (see Chapter <u>5.32</u> for definition).	P	P						
<u>Tourist Services:</u> (See also Public Service Uses—Public Assembly, and also the Entertainment Corridor Specific Plan document.)								
• Travel and ticket agency.	P	P	P	P				
• Hotel, motel, motor hotel. (12)			C					
<u>Commercial Recreation:</u> (See also Public Service Use—Recreation, and also the Entertainment Corridor Specific Plan document.)								
• Entertainment (see Chapter <u>5.24</u> for definition).		C	C	C				
• Skating rink.		C	C	C				
• Skateboard park.			C	C				
• Dancehall or other establishment with public dancing.			C	C				
• Game machine arcade. (4)		C	C	C				
• Batting cages.			C					
• Billiard parlor, poolroom.		C	C	C				
• Bowling alley.		C	C	C				
<u>Retail Sales:</u> (See also Food Sales and Service, Vehicle Sales and Rentals, Vehicle-Related Sales with Related Service and Repair, and Other Sales and Service.) (All sales to be indoor only, unless indicated otherwise.)								
• Furniture, carpets.		P	P	P	P			
• Household appliances, electrical appliances, radios, television sets, computer equipment.		P	P	P	P			

**Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES**

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Department store, variety store, dry goods and notions.		P	P	P				
• Apparel—clothing, millinery, shoes, etc.		P	P	P				
• Jewelry, cameras and supplies, luggage, sporting goods, toys.		P	P	P				
• Hobby shop.		P	P	P				
• Drugstore.		P	P	P				
• Tobacco shop. (21)	I	P	P	P				
• Pet shop and supplies.		P	P	P				
• Key shop kiosk.		P		P				
• Gifts, souvenirs.		P	P	P				
• Flower shop.	P	P	P	P				
• Flower kiosk.		P		P				
• Stationery and office supply		P	P	P	P			
• Books, newsstand.	I	P	P	P				
• Video sales, rental.		P	P	P				
• Video kiosk.		C		P				
• Antiques.		P	P	P	P			
• Thrift shop, secondhand goods, pawnshop.			C					
• Auction house.			C					
• Volume discount/warehouse store.		C	C	C	C		C	C
• Hardware, paint.		P	P	P	P			
• Building materials, plumbing supplies.		Pc	Pc	Pc	Pc			
• With outdoor display area.		C	C	C	C			
• Garden and patio furniture and equipment.		P	P	P	P			
• With outdoor display area.		C	C	C	C			
• Plant nursery, with outdoor display.		Pc	Pc	Pc	Pc		Pc	
• Pottery, ceramics.		P	P	P				
• With outdoor display area.		C	C	C				
• Deep discount/product liquidation.		P	P					
• With outdoor display area.		C	C					
• Swapmeet—Indoor/Outdoor. (18)			C					
<u>Food Sales and Service:</u>								
• Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.	P	P	P	P	P	P	P	P

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• With entertainment. (See Chapter <u>5.24</u> for definition.)	C	C	C	C	C	C	C	C
• With on-sale liquor. (5)	C	C	C	C	C	C	C	C
• With drive-in, drive-through, or walk-up service window. (See also Section <u>19.552.070</u> .)	C	C	C	C(14)	C	C	C	C
• Cocktail lounge, bar.		Ci	Ci	Ci				
• Liquor, off-sale.		C	C	Ci				
• Supermarket, grocery, fruits and vegetables, dairy products, meat.		C	C	C(16)				
• Deli.	Ci	P	P	P	P			
• Confectionery, ice cream, bakery (baking for on-premises sales only).		P	P	P				
• Banquet caterer.		C	C		C			
• Catering truck terminal (including commissary and kitchens).							C	C
<u>Vehicle Sales and Rentals:</u> (See also Other Services—Equipment Rental.)								
• Automobile rental agency.		C	P		P			
• Vehicle sales, leasing and rental agency (office use only).				P				
• New and used sales/lease of autos, motorcycles, or trucks not exceeding 3 tons gross vehicle weight unladen, and trailers up to 2 ton carrying capacity.			Pc		Pc			
• New and used sales/lease of trucks exceeding 3 tons gross vehicle weight unladen, and trailers over 2 tons carrying capacity.					C		Pc	Pc
<u>Vehicle-Related Sales with Related Service and Repair:</u> (Any installation shall be conducted within a building.)								
• Retail sales of auto parts or accessories, not including tires.		Pc	Pc	Pc	Pc			
• Wholesale of auto parts or accessories, not including tires.					Pc		Pc	Pc
• Auto window tinting.			C		C		Pc	
• Machining or repair of auto parts or accessories, not including tires.			C		C		C	C
• Tires, retail sales and/or installation for vehicles not exceeding 3 tons gross vehicle weight unladen.		C	C	Ci	C			

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Tires, retail sales and/or installation for vehicles exceeding 3 tons gross vehicle weight unladen.			C		C		C	
• Tires, wholesale and/or installation.							Pc	Pc
<u>Other Sales and Service:</u>								
• Bicycle sales, rental, or repair.		P	P	P	P			
• Boat accessories, sales with no installation.		P	P	P	P			
• Boat sales, up to 28 ft. hull length.			Pc		Pc		Pc	
• Boat repair and/or service, up to 28 ft. hull length. (All work shall be conducted within a building.)			C		C		C	C
<u>Vehicle Repair, Service:</u> (All work shall be conducted within a building.)								
• Light repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen. (Work shall not include engine valves repair or replacement, engine overhaul or replacement, transmission repair or replacement, radiator repair or replacement, muffler repair or replacement, body and fender work, detailing, painting or upholstery.)		C	C	Ci(15)	C		Pc	
• Heavy repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.			C		C		Pc	
• Repair and/or service of vehicles exceeding 3 tons gross vehicle weight unladen or trailers over 2 ton capacity.					C		C	C
• Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.			C		C			
<u>Vehicle Service:</u>								
• Mechanical carwash. (6)		C	C		C			
• Automobile service station. (7)		C	C		C		C	C
• Quick tune-up/oil change/lube shop.		C	C	C	C		C	C
<u>Printing Services:</u>								
• Instant printing, copying, addressographing, mimeographing, photostating, blueprinting.	P	P	P	P	P	P	P	
• Photoengraving, offset printing.					Pc	Pc	Pc	
• Printing.					Pc		Pc	Pc
• Photo film drop-off/pick-up kiosk.		P		P				
• Retail photo film and print processing.		P	P	P				
• Photo film and print processing plant.					Pc		Pc	Pc

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Custom furniture upholstery and reupholstery.		P	P		P			
• Picture framing and glazing.		P	P	P	P			
• Watch repair, camera repair, radio, stereo, television, personal computers, other small appliance repair.		P	P	P	P			
• Locksmith.		P	P	P	P			
• Repair of lawnmowers, larger electrical appliances, precision instruments, nonpneumatic tools (all work to be indoors).					Pc		Pc	
• Repair of pneumatic tools.					C		C	
• Rental of light equipment (up to single unit trucks).					C		Pc	
• Rental of heavy equipment (semi-tractors, cranes, etc.).					C		C	C
• Small animal grooming (no boarding).		P	P		P			
• Small animal hospital.			C		Pc		Pc	
• Veterinary clinic.		C	C	I	Pc		Pc	
• Kennel.							C	
• Taxidermy.					P		P	
• Mortuary.			C					
Industrial Uses								
<u>Research, Development and Testing:</u>								
• Research and development institution or laboratory (no manufacturing), testing laboratory.	C		C		C	C	Pc	Pc
<u>Storage:</u>								
• Mini-storage space rental for public self-storage.					Pc		Pc	
• Outdoor storage space rental for boats and vehicles					C		C	C
• Off-site inventory storage for auto dealerships.					C		C	C
• Above-grade fuel tank storage with 500 gallon and greater capacity. (8)	Ci	Ci	Ci		Ci	Ci	Ci	CI
• Below-grade fuel tanks and abovegrade fuel tanks with less than 500 gallon capacity. (8)	P	P	P		P	P	P	P
• Transit or transportation equipment storage (no truck or railroad freight yard).							Pc	Pc
• Freight yard or terminal truck, railroad.								C
• Warehouse, distribution center, storage building.					Pc		Pc	Pc
• Outdoor storage, other than a contractor's storage facility. (9)					I		I	I

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Cold storage.					Pc		Pc	Pc
• Frozen food locker.		I	I		Pc		Pc	
• Ice plant.							C	Pc
• Lumberyard.			C		Pc		Pc	Pc
• Contractor's storage facility, with main building.							C	C
<u>Wholesale:</u>								
• Wholesale business.					Pc		Pc	Pc
• Wholesale with retail outlet.					Pc		C	C
<u>Industrial Processes:</u>								
• Cabinet shop, machine shop (no punch presses over 20- tons), sheet metal shop, tinsmith, welding shop.					Pc		Pc	Pc
• Laundry, cleaning and dyeing plant, carpet cleaning and dyeing, textile dyeing.							C	C
• Fabrication from finished rubber, plastics.							C	Pc
• Fabrication from shell, cellophane, cork, fiber, fur, glass, finished leather, gems, textiles, tobacco, wood.						Pc	Pc	Pc
• Packaging or assembly of products from previously manufactured components (no outdoor storage of bulk materials, final product not over 50 pounds).					Pc		Pc	Pc
• Manufacturing, compounding, assembly, packaging, or treatment of merchandise made from the following previously prepared materials: canvas, cloth, textiles, yarn, cork, leather, plastics, cellophane, synthetics, precious or semi-precious metal (excluding metal stamping), stone (excluding grinding, cutting or dressing, granite, etc), wood (excluding prefabrication of building components, cabinet shops, furniture manufacturing, lumberyard, planing mill).					P		P	P
• Assembly of electrical appliances, electronic instruments or devices, precision instruments, radios, computer components, phonographs, television sets (may include manufacturing of small parts only).						P	P	P
• Smelting of precious or semi-precious metal.							C	C
• Drop forge, foundry.								C
• Paint mixing.							C	C
• Grinding, cutting or dressing of stone, marble or granite, etc.							C	C

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Metal fabricating (no foundry), metal plating, metal finishing.								Pc
• Metal engraving.							Pc	Pc
<u>Manufacturing of:</u>								
• Acid.								C
• Soap (cold mix only).							C	Pc
• Cosmetic goods, toiletries, or drugs.					Pc		Pc	Pc
• Ceramics.					C		C	C
• Ceramic products using only previously pulverized clay and fired in kilns using only electricity or gas.					C		C	Pc
• Aircraft (no foundry).								Pc
• Boats, less than 28 ft. hull length.					C		C	C
• Hull length greater than 28 ft.							C	C
• Furniture, garden patio furniture and equipment.							C	Pc
• Garments, gloves, shoes.							Pc	Pc
• Signs.							Pc	Pc
• Electrical appliances, instrumental or equipment.							Pc	Pc
• Jewelry, watches.					P		P	P
<u>Food Manufacturing or Processing:</u>								
• Manufacturing, processing, canning or packing of meat, fish, dog or cat food, lard, pickles, sauerkraut, vinegar, coffee, dressing, or poultry.								C
• Winery.							C	C
• Brewery.								Pc
• Processing, canning or packing fruits or vegetables.							C	Pc
• Bakery.					Pc		Pc	Pc
• Candy or nut packing (no roasting).					Pc		Pc	Pc
• Candy manufacturing, nut processing.							C	C
• Dairy products manufacturing.							C	Pc
• Bottling.							Pc	Pc
Temporary Uses								
• Temporary uses, as provided in Title 19, Division 10.	T	T	T	T	T	T	T	T
• On-site construction facilities. (10)	P	P	P	P	P	P	P	P
• On-site real estate sales office. (11)	P	P	P	P	P	P	P	P

Notes:

- 1 Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.
- 2 In an integrated center within the CS zone, a conditional use permit is required to establish an administrative or professional business office use in excess of 5,000 square feet gross floor area or to establish any office use which will cause the center's gross floor area devoted to offices to exceed 20 percent.
- 3 Special limitations apply for retail dry cleaning. See Section 19.552.020.
- 4 Special requirements apply for game machine arcades. See Section 19.552.040.
- 5 Special requirements apply for restaurants with on-sale liquor. See Section 19.552.030.
- 6 Special requirements apply for carwashes. See Section 19.552.060.
- 7 Special requirements apply for automobile service stations. See Section 19.552.050.
- 8 Above-grade fuel tanks subject to applicable setbacks and screening from public view.
- 9 Special requirements apply for outdoor storage. See Section 19.524.020.
- 10 Offices, storage, activities, and facilities directly pertaining to construction on the same site provided construction is not suspended for a permitted use for more than 30 consecutive days.
- 11 Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.
- 12 Special requirements apply for hotels, motels, and motor hotels. See Sections 19.104.080 and 19.552.110.
- 13 See Division 12 of Zoning Ordinance.
- 14 In the CR zone, drive-in and drive-through service for any commercial use may be considered only within the Master Plan Area North, pursuant to the provisions and requirements of Chapter 19.556. Within the Master Plan Area South, a walk-up window for a commercial use may be considered only within an approved Entertainment Promenade pursuant to the provisions and requirements of Chapter 19.556.
- 15 In the CR zone, use may be considered only within the Master Plan Area South. See Chapter 19.556.
- 16 In the CR zone, use may be considered only within the Master Plan Area North. See Chapter 19.556.
- 17 In the CR zone, use may be permitted within multi-tenant buildings only.
- 18 Special requirements apply for indoor swap meets. See Section 19.552.111.
- 19 Special requirements apply for emergency shelters. See Section 19.552.112.
20. Special requirements apply to massage establishments. See Section 19.552.130.
21. Special requirements apply to tobacco shop use See Section 5.60 of the BPMC.

EXHIBIT B

SITE MAP OF PROPERTY

(See Attached)



CONSULTANT

RECEIVED
NOV 22 2023
PLANNING DIV
DA17-26734 AMENDMENT 1

6172 BEACH BLVD. MIXED-USE BUILDING

6172 BEACH BLVD., BUENA PARK, CA 90621

GENERAL NOTES-1

1. ALL WORK PERFORMED AND MATERIAL PROVIDED BY THE CONTRACTOR SHALL CONFORM TO THE LATEST APPLICABLE BUILDING CODES AND CONSTRUCTION STANDARDS, WHETHER OR NOT SPECIFIED ON THE DOCUMENTS.

2. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DOCUMENTS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR DEFINITION, THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION.

3. THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", STANDARD FORM A201 OF THE AMERICAN INSTITUTE OF ARCHITECTS, LATEST EDITION ARE MADE A PART OF THE CONSTRUCTION DOCUMENTS, AND SHALL APPLY TO THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS.

4. THESE DOCUMENTS ARE INTENDED TO CONVEY THE GENERAL DESIGN INTENT. THE HIGHEST LEVEL OF MATERIAL AND WORKMANSHIP SHALL BE USED THROUGHOUT. ALL CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ANY WILL BE PROVIDED AS IF CALLED FOR BY ALL.

5. ALL DIMENSIONS GIVEN ARE FROM THE CENTERLINE OF BEAM OR COLUMN OR FROM THE FACE OF FINISH, UNLESS NOTED OTHERWISE. ALL FLOOR PLAN DIMENSIONS ARE REFERENCED EITHER TO FINISH OR TO CENTER OF WALLS, UNLESS OTHERWISE NOTED. DIMENSIONS REFERENCED TO EXTERIOR WALLS ARE TO THE SURFACE OF THE EXTERIOR WALL TWICE, UNLESS OTHERWISE NOTED. DIMENSIONS GIVEN AND LARGE SCALE DETAILS GATHER OVER SMALLER SCALE DETAILS. IF DIMENSIONAL DISCREPANCIES ARE DISCOVERED, THE CONTRACTOR SHALL BRING THEM TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY FOR CLARIFICATION.

6. SOLELY AS A CONVENIENCE TO THE OWNER, THE ARCHITECT MAY INCLUDE DOCUMENTS PREPARED BY THE OWNER'S OTHER CONSULTANTS (I.E. SOILS REPORT) OR INCORPORATE THE RECOMMENDATIONS INTO THE DOCUMENTS PREPARED OR ISSUED BY THE ARCHITECT. IT IS EXPRESSLY UNDERSTOOD THAT, BY SUCH ISSUANCE, THE ARCHITECT ASSUMES NO LIABILITY FOR THE SERVICES OF SAID CONSULTANTS.

7. THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS ON-SITE DURING ALL PHASES OF THE WORK. THE CONTRACTOR SHALL SEE THAT ALL SUB-CONTRACTORS RECEIVE THE LATEST CONSTRUCTION DOCUMENTS.

8. THE CONTRACTOR AND THE SUB-CONTRACTORS SHALL REVIEW THE CONSTRUCTION DOCUMENTS FOR ISSUES RELATED TO EACH TRADE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL SUB-CONTRACTORS AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ARCHITECT FOR CLARIFICATION.

9. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK. FORWARD COPIES OF ALL EXECUTED PERMITS TO THE ARCHITECT.

10. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL INSPECTIONS OR TESTS INDICATED ON THE CONSTRUCTION DOCUMENTS OR REQUIRED BY ANY GOVERNMENT AGENCY. THE OWNER WILL HIRE THE TESTING SERVICE(S) OR INSPECTOR(S) DIRECTLY.

11. THE CONTRACTOR SHALL HAVE A REGISTERED CIVIL ENGINEER CERTIFY ALL THE BUILDING PLAN ELEVATIONS TO THE CITY OF BUENA PARK, THE OWNER, AND THE ARCHITECT.

12. THE CONTRACTOR SHALL PROVIDE PUBLIC PROTECTION AS REQUIRED BY CITY AGENCIES AND SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL PROVIDE PROTECTION TO REMAIN AND SHALL PATCH, REPAIR, OR REPLACE ANY EXISTING SURFACES DAMAGED DURING DEMOLITION OR CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.

13. DURING THE ENTIRE PERIOD OF DEMOLITION AND CONSTRUCTION, ALL REQUIRED EXIT WAYS, SIGNS, FIRE PROTECTION DEVICES, AND ALARMS FROM THE BUILDING TO THE PUBLIC WAY SHALL BE CONTINUOUSLY MAINTAINED.

14. IF THERE ARE TRENCHES OR EXCAVATIONS 5'-0" OR MORE IN DEPTH INTO WHICH A PERSON MUST DESCEND OR IF THERE IS ANY DEMOLITION OR CONSTRUCTION OF ANY BUILDING, STRUCTURE, SCAFFOLDING, OR FALSKWORK MORE THAN THREE STORIES OR 36'-0" IN HEIGHT, THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMIT(S) FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.

15. THE CONTRACTOR IS WHOLLY RESPONSIBLE FOR SCHEDULING OF THE WORK REQUIRED TO COMPLETE THE JOB. THE CONTRACTOR SHALL COORDINATE ALL PERMITS, SHOP DRAWINGS, SPECIAL FABRICATIONS, AND VENDOR SUPPLIED ITEMS WITH THE PROJECT SCHEDULE.

16. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER OR BUILDING MANAGER TO DETERMINE THE CONDITIONS FOR CONSTRUCTION, DELIVERIES, OR OTHER TASKS TO BE PERFORMED OUTSIDE REGULAR BUSINESS HOURS, AND ANY OTHER SPECIAL BUILDING REQUIREMENTS WHICH WILL AFFECT THE WORK. EVENING OR NIGHT WORK, OR PHASED CONSTRUCTION SHALL BE INCLUDED IN THE PROJECT SCOPE. THE TENANT SHALL REMAIN OPEN FOR BUSINESS DURING CONSTRUCTION. ACCESS TO SUITES AND ALL UTILITY SERVICES SHALL BE MAINTAINED DURING THEIR NORMAL BUSINESS HOURS.

17. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EMBEDDED ITEMS BEFORE POURING CONCRETE AND SHALL NOTIFY THE ARCHITECT AND OWNER ONE WEEK IN ADVANCE OF THE POOR POUR DATE.

18. THE CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL EXISTING UTILITY AND STUBS TO THE BUILDING(S). THE CONTRACTOR SHALL EXTEND ALL UTILITY LINES FROM OUTSIDE THE BUILDING OR FROM POINTS-OF-CONNECTION, AS INDICATED ON THE CONSTRUCTION DOCUMENTS.

19. SIZES AND LOCATIONS OF ALL EQUIPMENT ARE GIVEN AS A BASIS-OF-DESIGN ONLY. THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSIONS, LOCATIONS AND REQUIREMENTS OF ALL EQUIPMENT WITH MANUFACTURER'S OR SUPPLIER'S PUBLISHED DATA, AND SHALL VERIFY THE SIZES AND LOCATIONS OF ALL FLOOR, WALL, AND ROOF OPENING PRIOR TO THE START OF RELATED WORK.

20. THE CONTRACTOR SHALL PROVIDE BACKLOG, BACKING, FRAMING, HANGERS, OR OTHER SUPPORT FOR ALL FIXTURES, EQUIPMENT, CABINERY, FURNISHINGS, SIMILAR ITEMS AS NOTED.

21. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL RUBBISH OR WASTE MATERIALS FROM THE JOBSITE. THE CONTRACTOR SHALL PROVIDE CONTAINMENT TO PREVENT DIRT OR DUST FROM LEAVING THE JOBSITE AS DIRECTED BY CITY AGENCIES.

22. ALL ITEMS ARE NOTED AS EXISTING, RELOCATED, OR NEW ITEMS SHALL BE THOROUGHLY CLEANED PRIOR TO TURN OVER TO THE OWNER.

23. INSURANCE AND BONDING FOR THE PROJECT SHALL BE AS DIRECTED BY AND TO THE SATISFACTION OF THE OWNER.

24. CONTRACT CLOSE-OUT SHALL OCCUR ONLY AFTER THE ARCHITECT'S PUNCH LIST ITEMS HAVE BEEN CORRECTED. THE CONTRACTOR SHALL SUBMIT GUARANTEES AND WARRANTIES, MAINTENANCE MANUALS, RELEASE OF LIABILITIES AND RELATED CLOSE-OUT DOCUMENTS TO THE ARCHITECT WITH HIS FINAL APPLICATION FOR PAYMENT.

25. PROVIDE METAL CORNER BEAD AT ALL EDGES OF PLASTER OR DRYWALL, AND METAL TRIM OR CASING BEAD AT ALL EDGES OF PLASTER OR DRYWALL, WHERE THEY MEET OR TERMINATE AGAINST ANY OTHER MATERIAL. UNLESS ALL EXTERIOR OR INTERIOR EXPOSED FINISHES, TRIM, ETC., SHALL BE PAINTED TO MATCH ADJACENT MATERIALS, UNLESS THE CONTRACTOR SHALL PROVIDE SOLID BLOCKING AS REQUIRED FOR ATTACHMENT OF ALL EXTERIOR OR INTERIOR TRIMS, FINISHES, FIXTURE, ETC. AND SHALL PROVIDE NECESSARY FRAMING AND BRACING FOR THE INSTALLATION OF NOTED EQUIPMENT.

26. ALL HVAC DUCTWORK, ELECTRICAL, CONDUTS, PIPING, ETC., SHALL BE RUN IN THE SOFFITS, ATTICS, FURRING, OR OTHER CONCEALED SPACES OF THE BUILDING, UNLESS OTHERWISE FINISHED. WALL NO BE ACCEPTED. KEEP PIPING AND CONDUTS AS CLOSE TO WALLS AND UNDERSIDE OF FLOORS AND ROOFS AS POSSIBLE.

27. EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR AN SPECIAL KNOWLEDGE OR EFFORT OR AT EACH MAIN EXIT DOOR IN GROUP A (300 OCC OR LESS), B, F, M, OR S OCCUPANCIES, ATTACH A READILY VISIBLE, DURABLE SIGN STATING: "THIS DOOR TO REMAIN UNOCCUPIED DURING BUSINESS HOURS". THE SIGN SHALL BE IN 1" HIGH LETTERS ON A CONTRASTING BACKGROUND. THE LOCKING DEVICE MUST BE READILY DISTINGUISHABLE AS LOCKED.

28. EXTERIOR DOORS SHALL RECEIVE DEAD BOLTS AND DEAD LOCKING LATCHES. STRAIGHT DEAD BOLTS SHALL HAVE A MINIMUM THROW OF 1" AND AN EMBEDMENT OF NOT LESS THAN 5/8". CYLINDER LATCHES SHALL BE INSTALLED ON ALL CYLINDER LOCKS WITH THE CYLINDER PROJECTS FROM THE FACE OF THE DOOR OR IS OTHERWISE ACCESSIBLE TO GRIPPING TOOLS. DOOR HINGES SHALL HAVE NON-REMOVABLE PINS.

29. ALL DOOR HARDWARE SHALL BE MOUNTED FROM 34" TO 44" ABOVE THE FLOOR AND SHALL BE OPERABLE BY A SINGLE EFFORT WITH NO GRASPING OR WRIST MOVEMENT (I.C.: LEVERS, PUSH-PULLS, OR PANO HARDWARE). THE ALLOWABLE CLOSURE PRESSURE SHALL NOT EXCEED 5 POUNDS FOR INTERIOR DOORS, 5 POUNDS FOR EXTERIOR DOORS, AND 15 POUNDS FOR FIRE DOORS WITH PANO HARDWARE.

30. FIRE EXTINGUISHERS (BY TENANT N.I.C.) MUST BE INSTALLED PRIOR TO BUILDING OCCUPANCY AND SHALL BE RATED 2A 10 BC, PROVIDED AT THE RATE OF ONE (1) PER 3000 SF AND 75'-0" MAXIMUM ON CENTER OR AS DIRECTED BY THE FIRE INSPECTOR IN THE FIELD.

31. A FIRE SPRINKLER BUILDING SHALL HAVE A CLASS "C" RATING MINIMUM (FLAME SPREAD 200, SMOKE DEVELOPED 450). EXIST CORRIDORS FINISHES SHALL HAVE A CLASS "B" RATING MINIMUM (FLAME SPREAD 75). FLOOR FINISHES SHALL HAVE A SLP RESISTANCE.

32. ALL INSULATION MATERIALS, INCLUDING FACINGS, INSTALLED IN FLOOR-CEILING AND ROOF-CEILING ASSEMBLIES, WALLS, CRAWL SPACE, OR ATTICS, SHALL HAVE A FLAME SPREAD RATING NOT TO EXCEED 25 AND A SMOKE DENSITY RATING NOT TO EXCEED 450, EXCEPT THAT FOAM PLASTIC INSULATION SHALL HAVE A FLAME SPREAD RATING NOT MORE THAN 75.

33. ALL EXTERIOR OPENINGS, FLASHING, COPINGS, EXPANSION JOINTS, ETC., SHALL BE WEATHERPROOF. ALL EXTERIOR DOORS AND WINDOWS, DOORS AND WINDOWS BETWEEN CONDITIONED AND UNCONDITIONED SPACES, EXTERIOR JOINT PENETRATIONS, AND OTHER OPENING IN THE BUILDING ENVELOPE SHALL BE CAULKED, GASKETED, WEATHERSTRIPPED, OR OTHERWISE SEALED TO LIMIT AIR LEAKAGE. PROVIDE A METAL ASTRALG AT THE ACTIVE LEAF OF EACH PAIR OF DOORS.

34. BUILDINGS SHALL BE PROVIDED WITH NATURAL VENTILATION BY MEANS OF OPENINGS TO THE OUTDOORS WITH A READILY OPENABLE MINIMUM AREA OF 4% OF FLOOR AREA BEING VENTILATED, OR BY MECHANICAL VENTILATION (SEE MECH. DRAWINGS).

GENERAL NOTES-2

1. AN APPROVED NUMBER OR ADDRESS MUST BE PROVIDED IN A POSITION THAT WILL BE PLAINLY VISIBLE FROM THE STREET OR ROAD FRONTING THEIR PROPERTY. NUMBERS ARE REQUIRED TO BE MINIMUM OF 6 INCHES IN HEIGHT.

2. SPRINKLER SYSTEM PLANS FOR MODIFICATION, OR FOR NEW SYSTEM, ARE PERMITTED SEPARATELY BY THE FIRE DEPARTMENT AND MUST BE APPROVED BEFORE WORK BEGINS. SUBMIT A MINIMUM OF THREE SETS OF DRAWINGS. THERE SHALL BE A CURRENT LETTER FROM THE WATER COMPANY VERIFYING FIRE FLOW DATA. (NOT REQUIRED FOR THIS PROJECT.)

3. FIRE ALARM PLANS FOR MODIFICATION, OR FOR NEW SYSTEMS, ARE PERMITTED SEPARATELY BY THE FIRE DEPARTMENT AND MUST BE APPROVED BEFORE WORK BEGINS. SUBMIT A MINIMUM OF THREE SETS OF DRAWINGS. (NOT REQUIRED FOR THIS PROJECT.)

4. EXISTING SYSTEM DEVICES MAY ONLY BE RE-USED IF THE INSTALLATION WILL COMPLY WITH CURRENT REQUIREMENTS.

5. KITCHEN HOOD FIRE PROTECTION SYSTEM PLANS ARE PERMITTED SEPARATELY BY THE FIRE DEPARTMENT AND MUST BE APPROVED BEFORE WORK BEGINS. SUBMIT A MINIMUM OF THREE SETS OF DRAWINGS.

6. CERTIFICATION OF INSTALLATION- THE INSTALLATION SHALL, UPON COMPLETION OF INSTALLATION AND TESTING, PROVIDE THE NFPA 72 "CERTIFICATION OF COMPLIANCE" TO THE INSPECTORS STATING THAT THE SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.

7. EXIT SIGN AND EMERGENCY ILLUMINATION IS REQUIRED TO COMPLY WITH UBC.

8. THE POWER SUPPLY FOR EMERGENCY LIGHTING WILL NORMALLY BE SUPPLIED BY THE PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF ITS FAILURE, ILLUMINATION SHALL BE AUTOMATICALLY PROVIDED FROM THE EMERGENCY SYSTEM IF OCCUPANT LOADS ARE 100 OR MORE.

9. THE FIRE DEPARTMENT MUST BE CONTACTED A MINIMUM 3-5 DAYS IN ADVANCE TO SCHEDULE INSPECTIONS OF TESTING.

10. THE DEVELOPMENT SHALL CONFORM TO TITLE 19 AND TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, 2019 CFC, CBC, CMC, AND CEC.

11. SUBMITTED PLANS MUST IDENTIFY THE SCOPE OF PROJECT, OCCUPANCY CLASSIFICATION, CONSTRUCTION TYPE, TOTAL SQUARE FEET OF THE BUILDING, SQUARE FEET OF TENANT IMPROVEMENT AREA, OCCUPANT LOAD JUSTIFICATION (IF USED) AND IF THERE IS CURRENTLY A SPRINKLER OR FIRE ALARM SYSTEM.

12. ALL DECORATIVE MATERIALS AND FURNISHINGS MUST BE MADE FROM NON-FLAMMABLE MATERIAL, OR BE TREATED OR MAINTAINED IN A FLAME RETARDANT CONDITION BY A LICENSED APPLICATOR. ALL FINISH MATERIALS NOT MORE THAN 1/2 INCH IN THICKNESS USED FOR FOLDING DOORS, ROOM DIVIDERS, DECORATIVE SCREENS AND SIMILAR APPLICATION THAT DOESN'T CREATE CONCEALED SPACES OF THE LISTINGS.

13. ANNUAL PERMITS MAY BE REQUIRED FROM THE FIRE DEPARTMENT AND SHALL BE DETERMINED BEFORE PROJECT COMPLETION.

14. PREMISES IDENTIFICATION, CLASSROOM, DINING ROOMS, OR SIMILAR ROOMS, WITH AN OCCUPANT LOAD IN EXCESS OF 50 PERSONS MUST HAVE THE ROOM CAPACITY POSTED IN A CONSPICUOUS LOCATION. THE SIGN MUST BE DURABLE, HAVING A CONTRASTING COLOR FROM THE BACKGROUND TO WHICH IT IS ATTACHED.

15. ALL EXIT DOORS FROM ASSEMBLY OCCUPANCIES SHALL NOT BE PROVIDED WITH A LATCH AND LOCK UNLESS IT IS A PANO HARDWARE. UNLESS IT IS A MAIN EXIT DOOR FROM THE BUILDING AND THERE IS A SIGN OVER THE DOOR THAT STATES "THIS DOOR IS TO REMAIN UNLOCKED WHENEVER THE BUILDING IS OCCUPIED."

16. IDENTIFY THE USE OF EACH BUILDING ROOM AREA SO THAT COMPLIANCE WITH ADA STROBE LOCATION PROVISIONS MAY BE VERIFIED. UFG SECTION 1001.3 AND CBC SECTION 3504.

17. GLAZING IS REQUIRED TO BE FIRE RATED INCLUDING DOOR LIGHTS MUST BE PROVIDED WITH PERMANENTLY AFFIXED LABELS THAT STATE THE NAME AND LOGO OF A LISTING AGENCY OR USE ONLY THE WORDING "FIRE RESISTIVE" DOES NOT COMPLY WITH CBC.

18. AKA FIRE STOPPING SYSTEMS SHALL BE INSTALLED AS DETAILED IN THE INSTALLATION INSTRUCTION OF THE LISTINGS.

19. EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR MANY SPECIAL KNOWLEDGE OR EFFORT.

20. WIDTH AND HEIGHT OF REQUIRED EXIT DOORWAYS TO COMPLY WITH TITLE 24.

21. EXITS SHALL BE ILLUMINATED AT THE TIME THE BUILDING IS OCCUPIED, WITH LIGHT HAVING AN INTENSITY OF NOT LESS THAN ONE FOOT-CANDLE AT FLOOR LEVEL.

22. EXIT SIGN SHALL BE TITLE 24, 1011.

23. BUILDING ADDRESS NUMBERS TO BE PROVIDED ON THE FRONT OF ALL BUILDINGS AND SHALL CONTRAST WITH THEIR BACKGROUND.

24. AN APPROVED FIXED FIRE EXTINGUISHING SYSTEM FOR THE KITCHEN HOOD, DUCTS AND COOKING SURFACES SHALL BE HANDLED BY THE LICENSED FIRE PROTECTION CO.

25. PROVIDE A "2A-1BC" FIRE EXTINGUISHER SYSTEM WITH RECESSED OR SEMI-RECESSED CABINET WITHIN 75 FT TRAVEL DISTANCE OF ALL POINTS IN THE OCCUPANCY. EXTINGUISHERS SHALL BE MOUNTED IN EASILY ACCESSIBLE LOCATION AT 48" FROM THE TOP OF EXTINGUISHERS TO THE FINISH FLOOR.

26. IN THE KITCHEN AREA, PROVIDE A "10BC" TYPE FIRE EXTINGUISHER, MOUNTED AT 48" AFF MAX, TO SPRINKLER DISTRIBUTION. THE SYSTEM MUST BE FULLY OPERATIONAL AND THE ENERGIZED PRIOR TO LOCATION OF THIS FIRE EXTINGUISHER WITH THE FULL STATION FOR HOOD SUPPRESSION SYSTEM TO BE LOCATED TOGETHER.

27. INSTALLATION OF EACH HOOD EXTINGUISHING SYSTEM SHALL BE APPROVED UNDER SEPARATE PERMIT AND SUBMITTED WITHIN 30 DAYS OF ISSUANCE OF BUILDING PERMIT.

28. FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY FIELD INSPECTOR.

29. LICENSED FIRE PROTECTION CO. IS RESPONSIBLE FOR THE U.L. APPROVAL, SYSTEM NUMBER, THE SUBMISSION U.L. APPROVAL SCHEMATIC DRAWINGS TO AREA INSPECTOR UNIT.

30. INTERIOR FINISH SHALL BE PROVIDED IN ACCORDANCE WITH UBC CH 8-A AND B-1.

31. COMMERCIAL DUMPSTER OR CONTAINERS WITH AN INDIVIDUAL CAPACITY ON 1.5 CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN 5 FT OF COMBUSTIBLE WALLS, OPENING OR COMBUSTIBLE WALLS. OPENING OR COMBUSTIBLE ROOF EAVE LINES UNLESS AREAS CONTAINING DUMPSTER ARE PROTECTED BY AN APPROVED SPRINKLER SYSTEM.

32. THE MODIFICATION OF SPRINKLER SYSTEM (IF REQUIRED) WILL BE SEPARATELY SUBMITTED FOR PLAN CHECK AND PERMIT BY AN LICENSED FIRE PROTECTION CO.

33. EXTEND AND/OR MODIFY SPRINKLER AND LIFE SAFETY SYSTEM AS NEEDED.

BIDDING NOTES

1. CONTRACTOR SHALL REQUEST THE COPY OF SOIL REPORT TO THE OWNER PRIOR TO SUBMIT A BID. SOIL REPORT IS FOR REFERENCE ONLY AND NOT A PART OF CONSTRUCTION DOCUMENT.

2. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN PROTECTION PER SEC. 3104, CBC AS DESIGN-BUILD ITEM & SHALL INCLUDE THE COST IN THE BID.

3. CONTRACTOR SHALL INDICATE IN THE BID PROPOSAL ITEMS UNDER #6/ PROJECT NOTES AS "OWNER-TO-PROVIDE & CONTRACTOR-TO-BUILD" ITEMS.

SYMBOL LEGEND

ROOM

A-101

ROOM NAME AND NUMBER

DOOR

DOOR NUMBER

STOREFRONT

STOREFRONT NUMBER

WINDOW

WINDOW NUMBER

MATERIAL/ FINISH

COLOR

ALIGN FINISHED SURFACES

ROOF ELEVATION

ELEVATION HEIGHT MARK

KEY NOTES

CENTER LINE

DETAIL

DETAIL NUMBER

DETAIL SHEET

INTERIOR ELEVATION

GROUP NUMBER

INTERIOR ELEVATION SHEET

BUILDING SECTION

SECTION NUMBER

SECTION SHEET

WALL SECTION

SECTION NUMBER

SECTION SHEET

CALL OUT

REVISION CLOUD

DRAWING INDEX

SEQ.

SHT.

DESCRIPTION

GENERAL

1

G-1.1

PROJECT INFORMATION, VICINITY MAP, DIRECTORY, GENERAL NOTES

2

G-1.1.1

ABBREVIATIONS

3

G-1.2

GENERAL NOTES FOR ACCESSIBILITY-1

4

G-1.3

GENERAL NOTES FOR ACCESSIBILITY-2

5

G-1.4

GENERAL DETAIL FOR ACCESSIBILITY

6

G-1.5

DEVELOPMENT AGREEMENT NO 17A17-26734

7

G-1.6

DEVELOPMENT AGREEMENT NO 17A17-26734

8

CG01

CAL GREEN MANDATORY DETAILS & CHECKLIST

9

CAL GREEN MANDATORY MEASURES GENERAL NOTE-1

10

CAL GREEN MANDATORY MEASURES GENERAL NOTE-2

11

CAL GREEN MANDATORY MEASURES GENERAL NOTE-3

12

T-1

TITLE 24

CIVIL / REFERENCE ONLY, PLAN CHECKED & APPROVED BY PUBLIC WORKS DEPT. CONTRACTOR SHALL WORK WITH THE APPROVED SET

1

GP-1

GRADING, WATER, SEWER & GENERAL NOTES

2

GP-2

GRADING PLAN

3

GP-3

SECTIONS

4

GP-4

WATER POLLUTION CONTROL PLAN

5

CA(10)

TRAFFIC CONTROL PLAN

LANDSCAPE / REFERENCE ONLY, PLAN CHECKED & APPROVED BY PLANNING DEPT. CONTRACTOR SHALL WORK WITH THE APPROVED SET

1

LP-1

PLANTING PLAN

2

LP-2

PARKING LOT SHADE CALC. PLAN

3

LP-3

PLANTING DETAILS

4

LE-1

WEST ELEVATION

5

LI-1

IRRIGATION PLAN

6

LI-1A

HYDROZONE PLAN

7

LI-2

IRRIGATION DETAILS

ARCHITECTURAL

1

A-1.1

SITE PLAN

2

A-1.2

1ST FLOOR PLAN

3

A-1.3

2ND FLOOR PLAN

4

A-1.4

ROOF PLAN

5

A-1.5

REFLECTED CEILING PLAN/ 1ST FLOOR PLAN

6

A-1.6

REFLECTED CEILING PLAN/ 2ND FLOOR PLAN

7

A-2.1

ELEVATIONS-1

8

A-2.2

ELEVATIONS-2

9

A-2.3

WALL CLADDING PANEL ELEVATIONS

10

A-3.1

SECTIONS-1

11

A-3.2

SECTIONS-2

12

A-4.1

STAIR PLANS AND SECTION

13

A-4.2

RESTROOM AND KITCHEN PLANS/ ELEVATION

14

A-4.3

ENLARGED DETAIL

15

A-5.1

WALL TYPES-1

16

A-5.2

WALL TYPES-2

17

A-6.1

DETAILS-1

18

A-6.2

DETAILS-2

19

A-6.3

DETAILS-3

20

A-6.4

RAMP PLANS AND DETAILS

21

A-6.5

TRASH ENCLOSURE PLAN AND DETAILS

22

A-6.6

EVCS PLAN

23

A-7.1

DOOR & WINDOW SCHEDULE

24

A-7.2

SPECIFICATIONS

25

A-7.3

SPECIFICATIONS

26

A-8.1

MATERIAL CUTTING SHEET-1

27

A-8.2

MATERIAL CUTTING SHEET-2

28

A-8.3

MATERIAL CUTTING SHEET-3

STRUCTURAL

1

S-1

GENERAL NOTES, NAILING SCHEDULE, SHEARWALL SCHEDULE

2

S-2

FOUNDATION PLAN

3

S-3

2ND FLOOR AND LOWER ROOF FRAMING PLAN

4

S-4

HIGH ROOF FRAMING PLAN

5

S-5

DETAILS

6

S-6

DETAILS

7

S-7

DETAILS

MECHANICAL

1

M-1.0

NOTES, LEGEND

2

M-2.0

1ST FLOOR HVAC PLAN

3

M-3.0

2ND FLOOR HVAC PLAN

4

M-4.0

ROOF PLAN

5

M-5.0

T-24

PLUMBING

1

P-1.0

NOTES, LEGEND, SCHEDULE, DETAILS

2

P-2.0

SITE PLAN

3

P-3.0

1ST FLOOR PLAN, 2ND FLOOR PLAN

ELECTRICAL

1

E-1

GENERAL NOTES, ELECTRICAL SYMBOLS LIST & LIGHT FIXTURE SCHEDULE

2

E-2

INDOOR ELECTRICAL, TITLE-24

3

E-3

OUTDOOR ELECTRICAL, TITLE-24

4

E-4

ELECTRICAL POWER DISTRIBUTION FORMS

5

E-5

SINGLE LINE DIAGRAM, TOTAL LOAD CALC. & SERVICE ELEVATION

6

E-6

1

PANEL SCHEDULE

7

E-7

1

SITE PLAN

8

E-8

1ST FLOOR POWER PLAN

9

E-9

2ND FLOOR POWER PLAN

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E-10

ROOF PLAN

11

E-11

1ST FLOOR LIGHTING PLAN

12

E-12

2ND FLOOR LIGHTING PLAN

13

E-13

1ST FLOOR EMERGENCY LIGHTING PHOTOMETRIC

14

E-14

SITE LIGHTING PHOTOMETRIC

PROJECT INFORMATION

1. ADDRESS: 6172 BEACH BLVD., BUENA PARK, CA 90621

2. APN: #069-251-24, 069-251-25, 069-251-28, 069-251-29, SEE #3, PROJECT NOTES

3. LEGAL DESCRIPTION: N TR 625 BLK LOT 14, N TR 625 BLK LOT 13, N TR 625 BLK LOT 12, N TR 625 BLK LOT 11

4. LOT SIZE: 12,000 SF (APP. 0.275 ACRE)

5. ZONE: GENERAL MIXED USE

6. PROJECT DESCRIPTION: MULTI-TENANT COMMERCIAL BUILDING WITH TWO UNITS OF OFFICE SPACE AND TWO UNITS OF LIVE/WORK PER SEC. 419, CBC 2019

7. FLOOR AREA RATIO PROPOSED: 5,940 SF/21,000 SF = 0.495, SEE TABULATION

8. PARKING, SEE TABULATION

9. PROVIDED: 21 STALLS INCLUDING 1 VAN ACCESSIBLE, 1 EV CHARGING STATION (PER T-5.106.5.3.3 CBC) & 4 PARKING LIFTS

9. TYPE OF CONSTRUCTION: TYPE V-B

10. AUTOMATIC FIRE-SPRINKLER SYSTEM, NFPA 13, EQUIPPED IN FULL: YES

11. OCCUPANCY (MIXED-USE)

12. BUILDING HEIGHT & NUMBER OF STORIES

13. BUILDING AREA

14. RATING OF COMPONENTS PER 1-601 & 4-602, CBC 2019

15. CONDITIONS APPLICABLE:

16. RATIO OF RATINGS PER 1-601 & 4-602, CBC 2019

17. RATIO OF RATINGS PER 1-601 & 4-602, CBC 2019

18. RATIO OF RATINGS PER 1-601 & 4-602, CBC 2019

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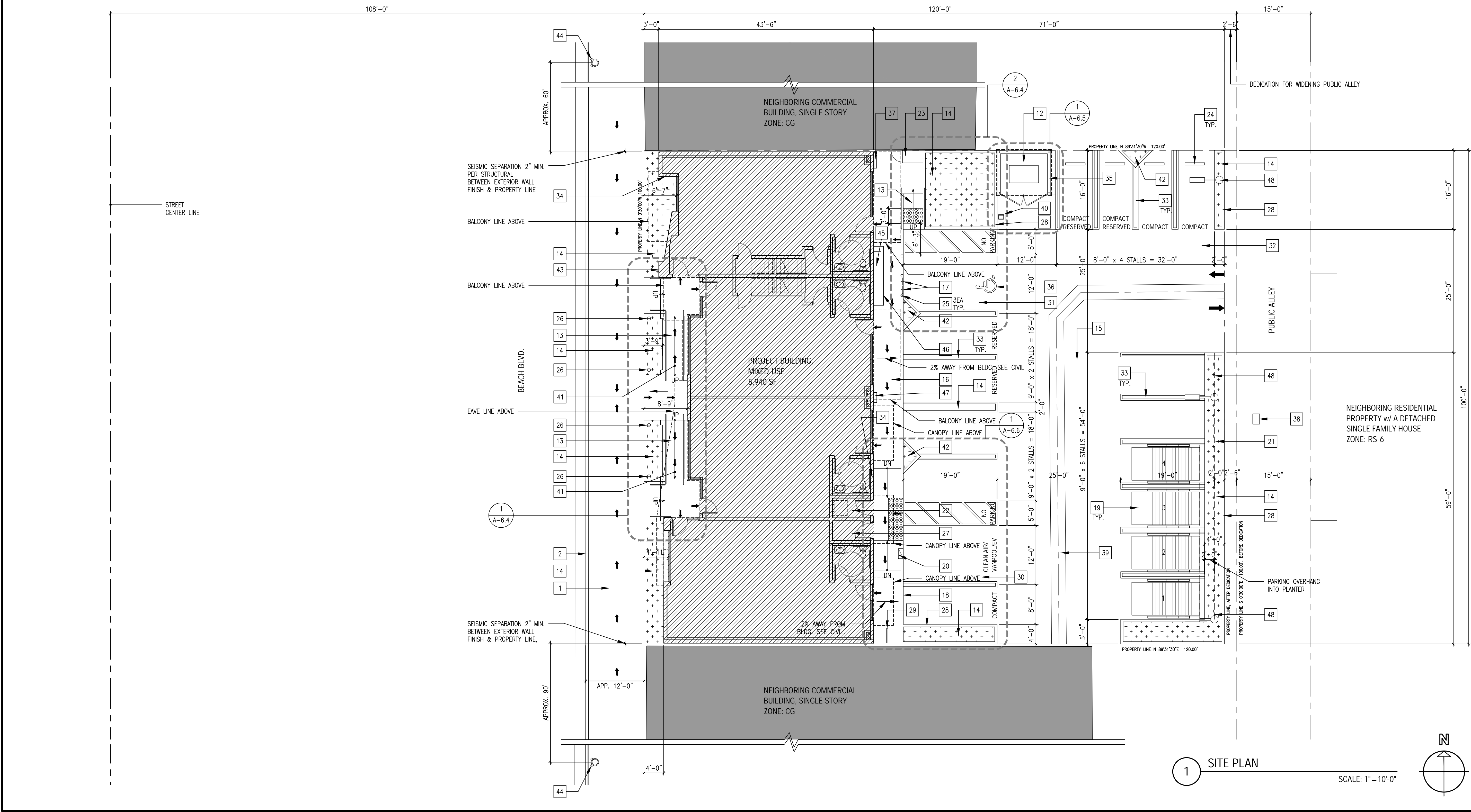
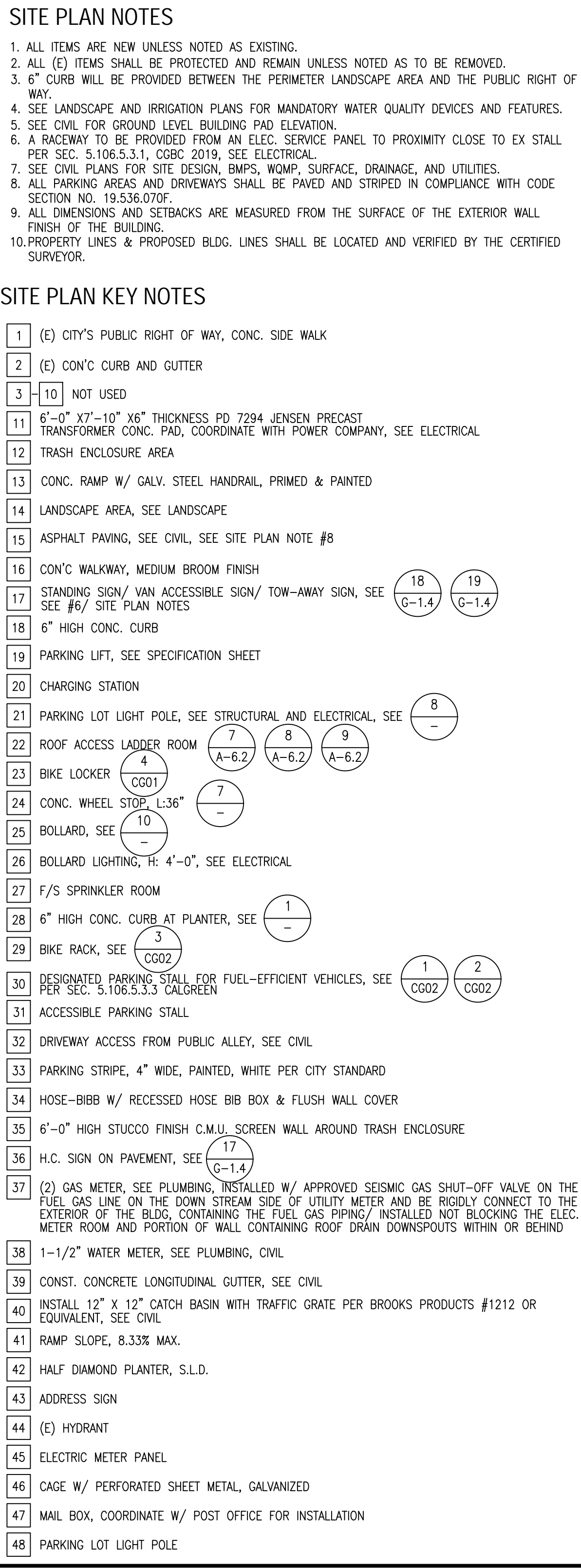
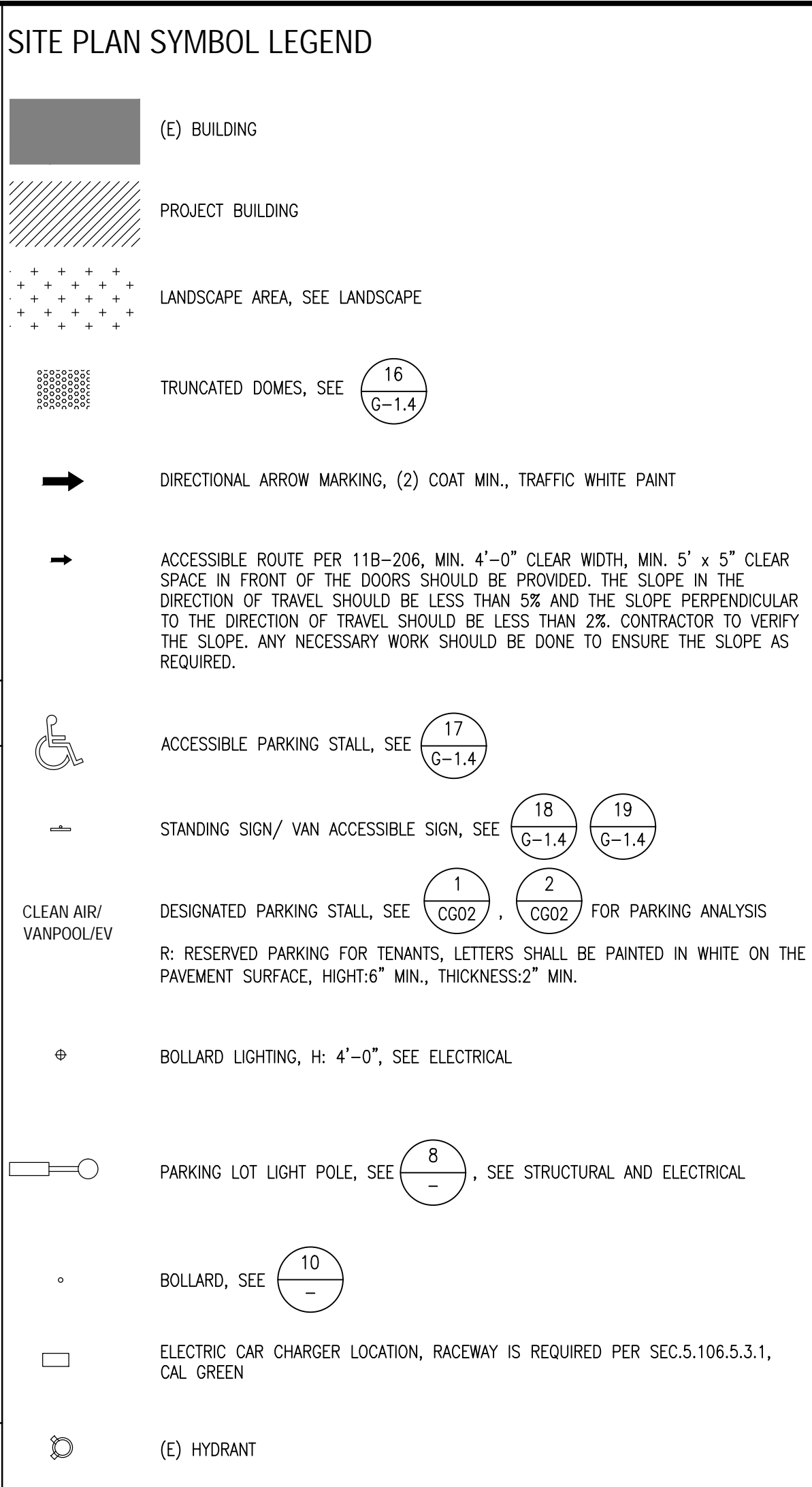
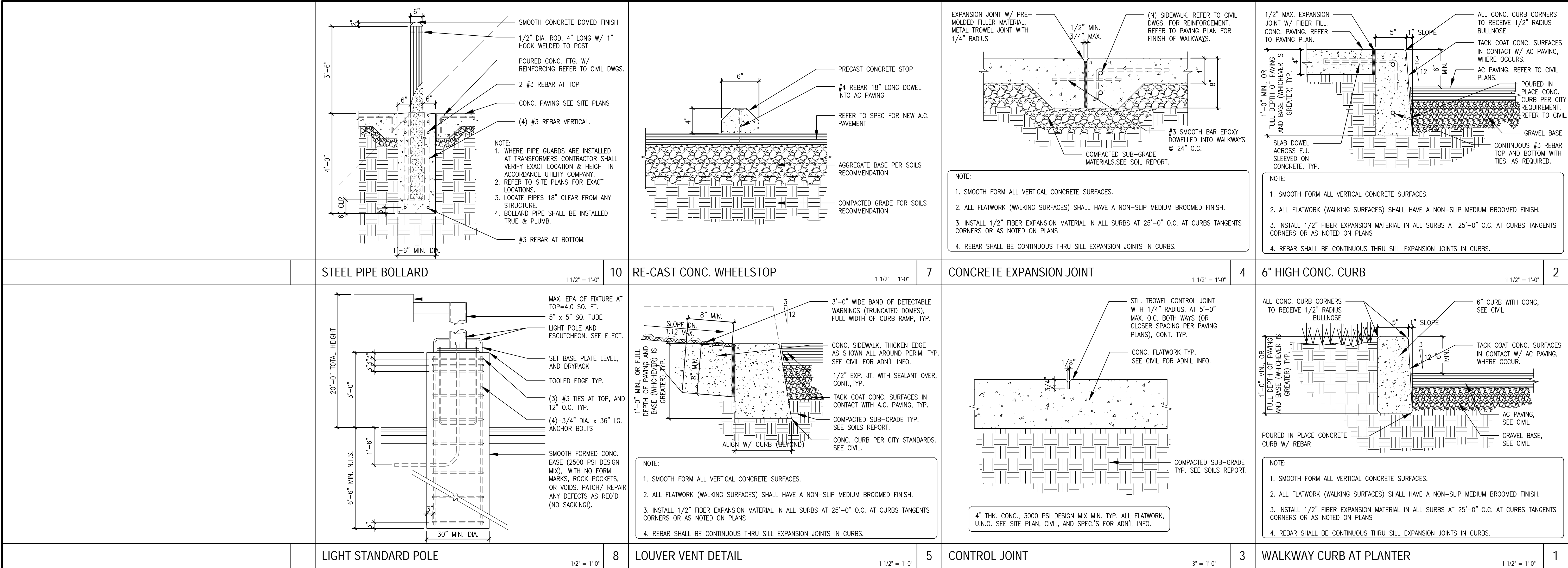
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115. RATIO OF RATINGS PER 1-601 & 4-602, CBC 2019

116. RATIO OF RATINGS PER



SOURCE ARCHITECTURE

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SEAL/SIGNATURE

CONSULTANT

6172 BEACH BLVD. MIXED-USE BUILDING

6172 BEACH BLVD.
BUENA PARK, CA 90621-4211

6100 PROPERTY HOLDINGS, LLC
10811 SHOEMAKER AVE.
SANTA FE SPRINGS, CA 90670

PROJECT: OWNER:

TITLE: **SITE PLAN**

DATE	REVISION	BY
04/09/21	ORIGINAL	
06/18/21	1ST REVISION	1
07/30/21	2ND REVISION	2
08/26/21	3RD REVISION	3
12/30/21	SUPPLEMENTAL	4
05/16/22	MODIFICATION OF CONDITIONS	5
07/24/23	PER PLANNING CORRECTION	6
09/13/23	MODIFICATION OF CONDITIONS	7
10/30/23	MODIFICATION OF CONDITIONS	7

DRAWN BY: APPROVED:

DATE: SCALE:

SHEET: **A-1.1**

OF SHEETS

- WALL TYPES LEGEND
- 1-HR, EXTERIOR WALL ALONG PROPERTY LINE WITH NEIGHBORING BUILDING ADJACENT
- 1-HR, DEMISING WALL BETWEEN OFFICE UNITS
- 1-HR, DEMISING WALL BETWEEN LIVE/WORK UNITS, UL U327 FIRE PARTITION PROVIDED FOR R-2 PER SEC. 708.3, CBC 2019 (1/2 HR RATING ALLOWED PER #2/EXCEPTIONS)
- 1-HR, DEMISING WALL BETWEEN LIVE/WORK UNITS AND OFFICE UNITS SEPARATION OF OCCUPANCIES BETWEEN R-2 & B PROVIDED PER T 508.4, CBC 2019
- 1-HR PLUMBING WALL, GA W/ 3820 FIRE PARTITION PROVIDED FOR R-2 PER SEC. 708.3, CBC 2019
- NON-RATED, INTERIOR PARTITION WALL
- 1-HR, INTERIOR PARTITION WALL
- NON-RATED, EXTERIOR WALL, STUCCO
- NON-RATED, EXTERIOR WALL, EXTERIOR SIDING
- NON-RATED, EXTERIOR WALL, WOOD PANEL CLADDING
- NOTE:
1. SEE #14/ PROJECT INFORMATION/ G-1.1 FOR RATING REQUIREMENT
2. SEE #11/ PROJECT INFORMATION/ G-1.1 FOR REQUIRED SEPARATION OF OCCUPANCIES

FLOOR PLAN KEY NOTES

- 1 METAL CANOPY LINE ABOVE
- 2 BALCONY LINE ABOVE
- 3 SOFFIT LINE ABOVE
- 4 BUILDING LINE ABOVE
- 5 DOWN SPOUT MAIN W/ OVERFLOW, #4" EACH, SEE PLUMBING MEDICINE CABINETS.
- 6 ROOF ACCESS LADDER, SEE
- 7 ELECTRIC METER & PANEL, SEE ELECTRICAL
- 8 HOSE-BIBB W/ RECESSED HOSE BIB BOX & FLUSH WALL COVER
- 9 GAS METER, SEE PLUMBING, INSTALLED W/ APPROVED SEISMIC GAS SHUT-OFF VALVE ON THE FUEL GAS LINE ON THE DOWN STREAM SIDE OF UTILITY METER AND BE RIGIDLY CONNECT TO THE EXTERIOR OF THE BLDG. CONTAINING THE FUEL GAS PIPING/ INSTALLED NOT BLOCKING THE ELEC. METER ROOM AND PORTION OF WALL CONTAINING ROOF DRAIN DOWNSPOUTS WITHIN OR BEHIND
- 10 SEISMIC GAP, 2" MIN BETWEEN EXTERIOR WALL FINISHES & PROPERTY LINE COVERED W/ SHEET METAL EXP. JOINT, CONTRACTOR SHALL COORDINATE W/ NEIGHBORING PROPERTY OWNERS FOR INSTALLATION.
- 11 CAGE W/ PERFORATED SHEET METAL, GALVANIZED
- 12 TYP. THRESHOLD AT EXTERIOR DOORS.
- 13 CON'G. RAMP W/
- 14 FURRING WALL
- 15 MAIL BOX

FLOOR PLAN SYMBOL LEGEND

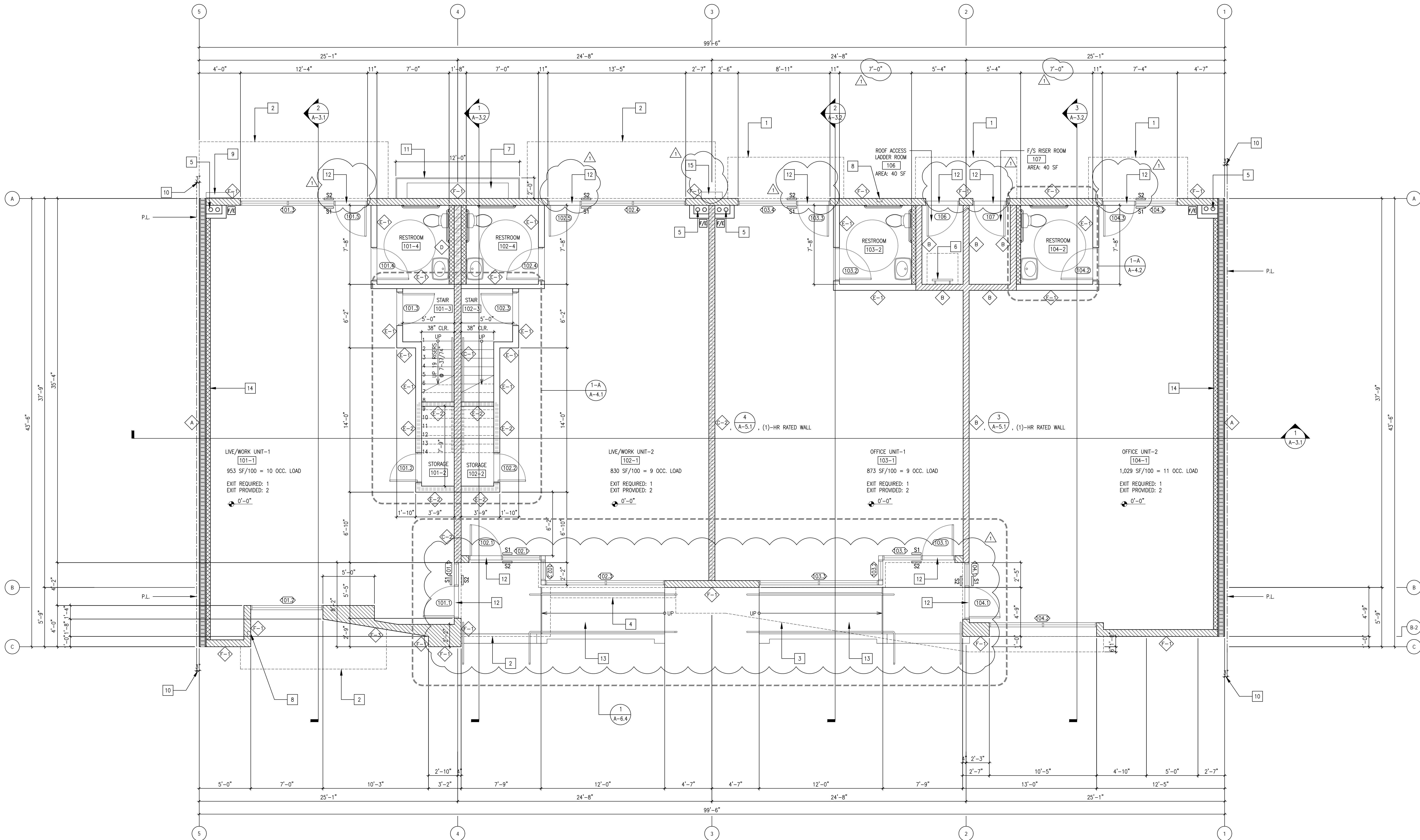
- FIRE EXTINGUISHER, 75" MAX. TRAVEL DISTANCE TO THE EXTINGUISHER, EXTINGUISHER RATING PER T-906.3 CBC 2019
- TACTILE EXIT SIGN/ EXIT, EXIT STAIR UP, EXIT RAMP UP, EXIT STAIR DOWN OR EXIT RAMP UP AS APPROPRIATE, SEC. 1011.4 CBC 2019
- INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN
- STAIR IDENTIFICATION SIGN, SEC. 1022.9 CBC 2019, W/ RAISED CHARACTER AND BRAILLE FLOOR IDENTIFICATION SIGN PER SEC. 118-703.1, 703.2, AND 703.5 CBC
- DOWN SPOUT MAIN W/ OVERFLOW, #4" EACH, SEE PLUMBING
- FLOOR ELEVATION, SEE CIVIL

26. CONTINUOUS DRYWALL BEHIND ALL TUB IS REQUIRED UNLESS THE WALLS ARE WITHIN UNIT AND BON-BEARING.
27. CONTINUOUS DRYWALL IS REQUIRED BEHIND ALL ELECTRICAL SERVICE PANELS, FIRE HOSES, AND MEDICINE CABINETS.
28. MIN 12" SQUARE ACCESS PANEL TO THE BATHTUB TRAP SUMP JOINT CONNECTION IS REQUIRED. SHOW THE LOCATION AND SIZE ON THE PLANS. IF A SOLID JOINT IS TO BE USED, CLEARLY STATE ON THE PLANS AND NO ACCESS PANEL IS REQUIRED.
29. WALL MOUNTED LAVATORIES AND TOILETS ARE NOT PERMITTED ON SOUND RATED PARTITIONS. 30. FURNITURE IS FOR REFERENCE ONLY, NOT A PART OF CONTRACT.
31. KITCHEN APPLIANCES ARE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
32. REFER TO ROOF PLAN GENERAL NOTES/ A-1.4 FOR LOWER ROOF.
16. ALL BEDROOMS SHALL BE PROVIDED WITH AT LEAST ONE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY ESCAPE OR RESCUE. WINDOWS SHALL HAVE A CLEAR OPENING OF 5.7 SF AND MINIMUM OPENING OF 20" WIDE AND 24" HIGH.
17. THE MAXIMUM SILL HEIGHT FOR WINDOWS USED EMERGENCY EXIT SHALL BE 44" MEASURED FROM THE FLOOR TO THE BOTTOM OF THE CLEAR OPENING OF THE WINDOW.
18. GUARDRAILS REQUIREMENTS:
- A. GUARDS TO WITHSTAND A LATERAL FORCE OF 200-LB APPLIED AT ANY LOCATION
- B. GUARDS SHALL BE A MINIMUM OF 42" HIGH
- C. GUARDS OPENING SHALL NOT ALLOW PASSAGE OF A 4-INCH DIA. SPHERE.
19. STAIR SHALL BE CONSTRUCTED PER SEC. 1011.5.
- A. THE MAXIMUM RISER HEIGHT SHALL BE 7-3/4 INCHES
- B. THE MINIMUM TREAD DEPTH SHALL BE 10 INCHES
- C. THE RADIUS OF CURVATURE AT THE NOSING SHALL BE NO GREATER THAN 9/16 INCHES. A NOSING NOT LESS THAN 3/4 INCH BUT NOT MORE THAN 1-1/4 INCHES SHALL BE PROVIDED ON STAIRWAYS WITH SOLID RISERS
- D. 0.75" TO 1.25" NOSING SHALL BE PROVIDED WHEN THE TREAD DEPTH IS LESS THAN 11"
20. HANDRAIL SHALL BE INSTALLED PER SEC. 1014.
- A. HANDRAIL HEIGHT, MEASURED VERTICALLY FROM THE SLOPED PLANE ADJOINING THE TREAD, NOSING, OR FINISH SURFACE OF RAMP/ SLOPE, SHALL NOT BE LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES.
21. INSULATE ALL BATHROOM WALLS W/ R-13 INSULATION FOR SOUND ATTENUATION.
22. FINAL LAYOUT OF KITCHEN SHALL BE BY THE OWNER. CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE OWNER'S KITCHEN CONSULTANT.
23. PROVIDE 70 INCH HIGH NON-ABSORBENT WALL ADJACENT TO SHOWER AND APPROVED SHATTER-RESISTANT MATERIALS FOR SHOWER ENCLOSURE.
24. VERIFY THAT WALL FRAMING WILL ALLOW FOR 1" 4" VENT ALSO VERIFY THIS CONDITION AS VENT PASSES THROUGHOUT DOUBLE TOP PLATE.
25. ACCORDING TO SECTION 2512, WHEN GYPSUM IS USED AS A BASE FOR TILE OR WALL PANELS FOR TUB, SHOWER OR WATER CLOSET COMPLEMENTS WALLS, WATER RESISTANT GYPSUM BACKING BOARD SHALL BE USED. REGULAR GYPSUM WALLBOARD IS PERMITTED UNDER TILE OR WALL PANELS IN OTHER WALL AND CEILING AREAS WHEN INSTALLED ACCORDANCE WITH TABLE 25-6. WATER RESISTANT GYPSUM BOARD SHALL NOT BE USED IN THE FOLLOWING LOCATIONS:
- A. ON CEILINGS WHERE FRAME SPACING EXCEEDS 12 INCHES (305 MM) ON CENTER.

7. SAFETY GLAZING SHALL BE PROVIDED IN THE FOLLOWING APPLICATION.
- A. SHOWER DOORS
- B. WINDOWS LOCATED IN OR ADJACENT TO A DOOR WITHIN A 24" ARC OF DOOR
- C. WINDOWS GREATER THAN 18" WIDE AND CLOSER THAN 18" TO THE FLOOR
- D. ALL PATIO AND SLIDING GLASS DOORS
8. SAFETY GLAZING ON DOORS OR WINDOWS SHALL BE LABELED AS SUCH FOR INSPECTION PURPOSES.
9. DRAFT STOPS
- A. DRAFT STOPPING IN FLOORS PER 718.3, CBC 2019
- GROUP R-1, R-2, R-3, AND R-4: DRAFT STOPPING IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTIONS 903.3.1.1.
- OTHER GROUPS: OTHER THAN GROUP A, E, H, I, L, AND R-2.1 OCCUPANCIES, HIGH-RISE BUILDINGS, AND OTHER APPLICATIONS LISTED IN SECTION 1.1.1 REGULATED BY THE OFFICE OF THE STATE FIRE MARSHAL, DRAFTING STOPPING IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.
- B. DRAFT STOPPING IN ATTICS PER 718.4, CBC 2019
- GROUP R-1 AND R-2: DRAFT STOPPING IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.
- OTHER GROUPS: OTHER THAN GROUP A, E, H, I, L, AND R-2.1 OCCUPANCIES, HIGH-RISE BUILDINGS, AND OTHER APPLICATIONS LISTED IN SECTION 1.1.1 REGULATED BY THE OFFICE OF THE STATE FIRE MARSHAL, DRAFTING STOPPING IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.
10. FIRE BLOCKING MUST BE PROVIDED IN ACCORDANCE WITH SEC. 718.2, CBC 2019
11. ONE-HOUR CONSTRUCTION FOR THE ENCLOSED USABLE SPACE UNDER THE STAIRS PER SEC. 1011.7.3, CBC 2019
12. ALL PLUMBING PENETRATION THROUGH WALLS WHICH REQUIRED PROTECTED OPENINGS (OCCUPANCY SEPARATION WALLS, AREA SEPARATION WALLS, CORRIDOR WALLS AND WALLS TO CLOSE TO A REAL OR IMAGINARY PROPERTY LINE) ARE REQUIRED TO BE GALVANIZED OR CAST IRON PIPING.
13. BUILT-IN CABINETS & COUNTER TOPS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
14. PLUMBING FIXTURES SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. FURNITURE ARE NOT A PART OF THIS CONTRACT.
15. HOT AND COLD WATER, DRAIN AND VENT SHALL BE PROVIDED AT WASHER AND DRYER SPACE, SEE PLUMBING.

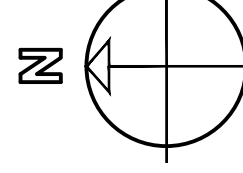
1ST FLOOR PLAN GENERAL NOTES

1. INTERIOR FINISH MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN T-803.9, CBC 2019. INTERIOR FLOOR FINISHES SHALL COMPLY WITH SECTIONS 804, CBC 2019
2. TACTILE CHARACTERS ON SIGNS SHALL BE LOCATED 48 INCHES MIN. ABOVE FINISH FLOOR OR GROUND SURFACE, MEASURED ABOVE THE BASELINE OF THE LOWEST BRAILLE CELLS AND 60 INCHES MAX. ABOVE THE FINISH FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE HIGHEST LINE OF RAISED CHARACTERS. SEC. 118-703.4.1, CBC 2019
3. DOOR GENERAL NOTES
- A. THERE SHALL BE A FLOOR OR LANDING ON EACH SIDE OF A DOOR. THE FLOOR OR LANDING SHALL BE AT THE SAME ELEVATION ON EACH SIDE OF THE DOOR. LANDINGS SHALL BE LEVEL EXCEPT FOR EXTERIOR LANDINGS, WHICH ARE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 2%.
- B. THRESHOLDS AT DOORWAYS SHALL NOT EXCEED 1/2" IN HEIGHT. RAISED THRESHOLDS AND DOOR FLOOR LEVEL CHANGES GREATER THAN 1/4" AT DOORWAYS SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN 50%.
- C. WHEN A DOOR OPENS TO OVER A LANDING, THE LANDING SHALL HAVE A LENGTH OF NOT LESS THAN 60".
4. ALL FLOOR PLAN DIMENSIONS ARE REFERENCED EITHER TO FINISH OR TO CENTER OF WALLS, U.N.O. ALL DIMENSIONS REFERENCED TO EXTERIOR WALLS ARE TO THE SURFACE OF THE EXTERIOR WALL FINISH, U.N.O.
5. VENTILATION REQUIREMENTS:
- a. PROVIDE MECHANICAL VENTILATION FOR EACH ROOM OR AREAS IN ACCORDANCE WITH THE 2019 CALIFORNIA MECHANICAL CODE.
6. LIGHTING REQUIREMENTS:
- a. CBC 2019 SECTION 1205.3 ARTIFICIAL LIGHT. ARTIFICIAL LIGHT SHALL BE PROVIDED THAT IS ADEQUATE TO PROVIDE AN AVERAGE ILLUMINATION OF 10 FOOT-CANDELES (LOT LUX) OVER THE AREA OF THE ROOM AT A HEIGHT OF 30 INCHES ABOVE THE FLOOR LEVEL.
- b. CBC 2019 SECTION 1205.4 STAIRWAY ILLUMINATION. STAIRWAYS WITHIN DWELLING UNITS AND EXTERIOR STAIRWAYS SERVING A DWELLING UNIT SHALL HAVE AN ILLUMINATION LEVEL ON TREAD RUNS OF NOT LESS THAN 1 FOOT-CANDLE (1 LUX). STAIRS IN OTHER OCCUPANCIES SHALL BE GOVERNED BY CHAPTER 10.
- c. CBC 2019 SECTION 1205.4.1 CONTROLS: THE CONTROL FOR ACTIVATION OF THE REQUIRED STAIRWAY LIGHTING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE.
- d. CBC 2019 SECTION 1205.5 EMERGENCY EGRESS LIGHTING. THE MEANS OF EGRESS SHALL BE ILLUMINATED IN ACCORDANCE WITH SECTION 1006.1.



1 1ST FLOOR PLAN

SCALE: 1/4"=1'-0"



NOTE: PLAN ELEVATION REFERENCE 0'-0"=78.00" SURVEY ELEVATION

SOURCE ARCHITECTURE

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SEAL/SIGNATURE



CONSULTANT

6172 BEACH BLVD. MIXED-USE BUILDING

6172 BEACH BLVD.
BUENA PARK, CA 90621-4211

6100 PROPERTY HOLDINGS, LLC

10811 SHOEMAKER AVE.
SANTA FE SPRINGS, CA 90670

PROJECT :

OWNER :

TITLE

1ST FLOOR PLAN

DATE	REVISION	BY
04/09/21	ORIGINAL	1
06/18/21	1ST REVISION	2
07/30/21	2ND REVISION	3
08/26/21	3RD REVISION	4
12/30/21	SUPPLEMENTAL	5
05/16/22	MODIFICATION OF CONDITIONS	6
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10/30/23	MODIFICATION OF CONDITIONS	9

DRAWN BY: APPROVED:

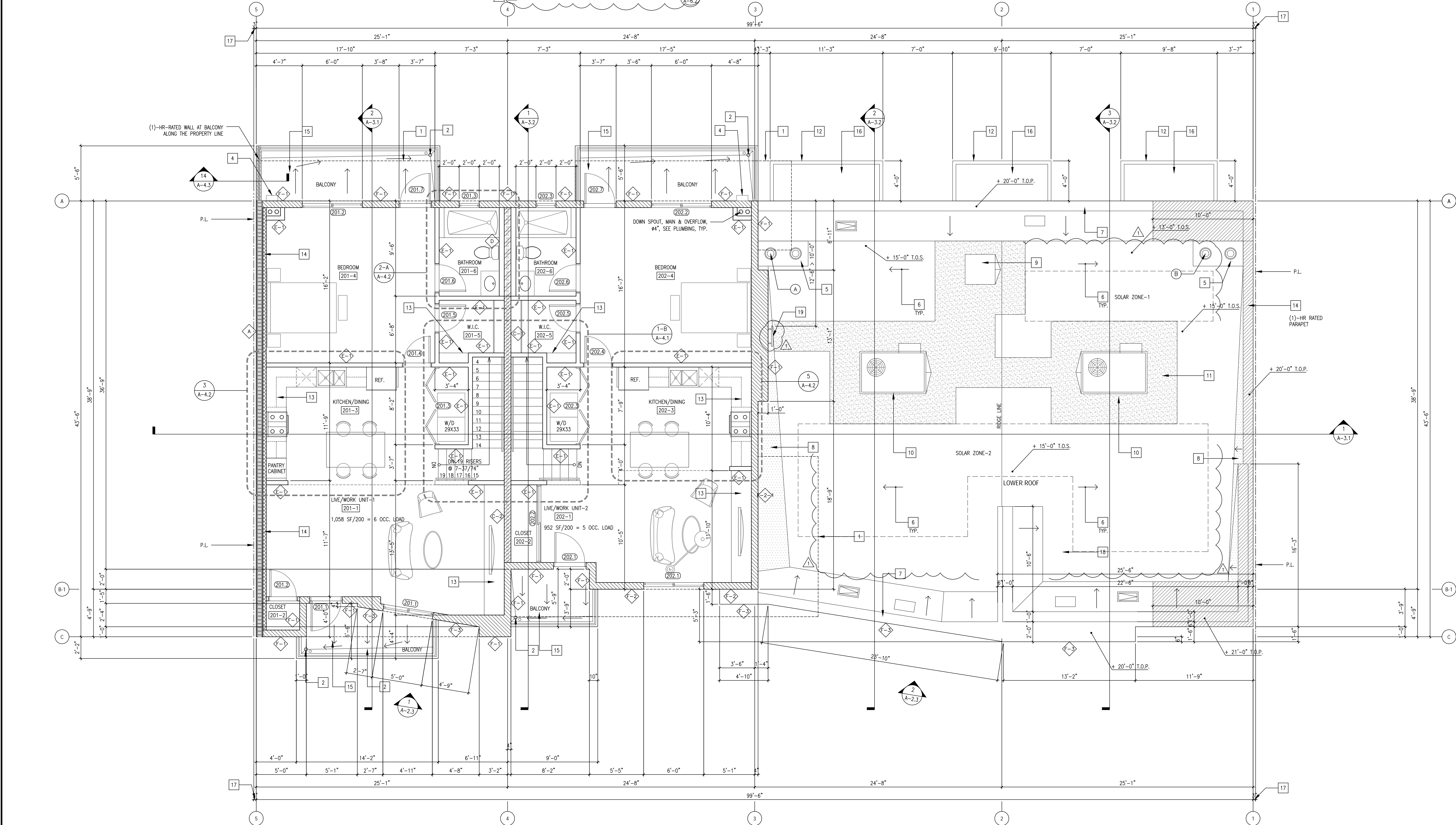
DATE: SCALE:

SHEET:

A-1.2

OF SHEETS

- WALL TYPES LEGEND**
- 1-HR, EXTERIOR WALL ALONG PROPERTY LINE WITH NEIGHBORING BUILDING ADJACENT
 - NON-RATED, DEMISING WALL BETWEEN OFFICE UNITS
 - 1-HR, DEMISING WALL BETWEEN LIVE/WORK UNITS, UL U327 FIRE PARTITION PROVIDED FOR R-2 PER SEC. 708.3, CBC 2019 (1/2 HR RATING ALLOWED PER #2/EXCEPTIONS)
 - 1-HR, DEMISING WALL BETWEEN LIVE/WORK UNITS AND OFFICE UNITS SEPARATION OF OCCUPANCIES BETWEEN R-2 & B PROVIDED PER T 508.4, CBC 2019
 - 1-HR PLUMBING WALL, GA WP-3820 FIRE PARTITION PROVIDED FOR R-2 PER SEC. 708.3, CBC 2019
 - NON-RATED, INTERIOR PARTITION WALL
 - 1-HR, INTERIOR PARTITION WALL
 - NON-RATED, EXTERIOR WALL, STUCCO
 - NON-RATED, EXTERIOR WALL, EXTERIOR SIDING
 - NON-RATED, EXTERIOR WALL, EXTERIOR SIDING
 - NON-RATED, EXTERIOR WALL, WOOD PANEL CLADDING
- 2ND FLOOR PLAN SYMBOL LEGEND**
- BALCONY FLOOR DRAIN, #3", SEE PLUMBING
 - DOWN SPOUT MAIN W/ OVERFLOW, #4" EACH, SEE PLUMBING
 - ATTIC VENT LOUVER, 2'x2', FREE AREA 40% MIN., PROVIDED WITH CORROSION-RESISTANT WIRE CLOTH SCREENING, MESH SIZE: 1/16" MIN., 1/4" MAX.
 - CONCEALED SPACE ACCESS DOOR, MIN. SIZE: 22"(W) x 30"(H), WEATHER PROOF ROOF SLOPE, 3/8" PER FOOT, MIN.
 - ROOF DRAIN WITH OVERFLOW, DRAIN PIPE TO BE CONNECTED TO THE DOWNSPOUTS
 - CANT
 - ROOF WALKING PADS
 - (1) HOUR RATED AT PARAPET & BRACING SOFFIT, SEE
 - (1) HOUR RATED WALL AT BALCONY, SEE
 - SOLAR PANEL / SOLAR ZONE PER SEC.110.10, CALIFORNIA ENERGY CODE 2019
 - 30'-0" T.O.P. TOP OF PARAPET WALL, REFER TO ELEVATIONS
 - + 15'-0" T.O.S. TOP OF PLYWOOD SHEATHING, REFER TO SECTIONS
- 2ND FLOOR PLAN KEY NOTES**
- METAL CANOPY FLOOR ABOVE.
 - BALCONY FLOOR DRAIN, #3", CONNECTED TO DOWNSPOUT, #3", CONCEALED INSIDE WALL & SOFFIT, SEE PLUMBING
 - SCUPPER, SEE
 - TANKLESS WATER HEATER, SEE PLUMBING
 - ROOF DRAIN WITH OVERFLOW, DRAIN PIPE TO BE CONNECTED TO THE DOWNSPOUTS, #4", CONCEALED INSIDE WALL, SEE
 - ROOF SLOPE, 3/8" PER FOOT, MIN.
 - PARAPET W/ SHEET METAL COPING, SLOPE 1/4" PER FEET TO INSIDE ROOF
 - CANT, KEEPINGS MIN. 3/8" PER FOOT SLOPE
 - ROOF ACCESS HATCH W/ RAILING, SEE
 - ROOF TOP UNIT, SEE MECHANICAL, PROVIDED WITH EQUIP. CURB, SEE
 - ROOF WALKING PADS-INSTALL AROUND ROOF ACCESS LOCATIONS, AT ROOFTOP MECHANICAL EQUIPMENT, BETWEEN ROOF ACCESS LOCATIONS AND ROOF TOP EQUIPMENT LOCATIONS, DYNATRED ROOF WALKWAY, JOHNS MANVILLE
 - CANOPY, SEE STRUCTURAL CONTRACTOR SHALL PROVIDE SHOP DRAWING TO ARCHITECT AND OWNER FOR REVIEW
 - BUILT-IN CABINET: - KITCHEN CABINET/ BASE & UPPER - T.V. SHELF
 - (1)-HR RATED PARAPET WALL, SEE
 - ALX, WESTCOAT DECK SYSTEMS, ESR-2201, INSTALLED PER MANUFACTURER'S SPEC. & DETAILS
 - CORRUGATED METAL, GALVANIZED FINISH, 18 GA.
 - SEISMIC GAP, 2" MIN BETWEEN EXTERIOR WALL FINISHES & PROPERTY LINE. COVERED W/ SHEET METAL EXP. JOINT CONTRACTOR SHALL COORDINATE W/ NEIGHBORING PROPERTY OWNERS FOR INSTALLATION.
 - BUILT-UP ROOFING SYSTEM OVER PLYWOOD, SEE #1 ROOF PLAN NOTES/ A-1.4
 - ROOF ACCESS LADDER, GALV. STEEL, RUNG WIDTH: 24" CLEAR, SEE
 - CONTINUOUS DRYWALL BEHIND ALL TUB IS REQUIRED UNLESS THE WALLS ARE WITHIN UNIT AND BON-BEARING.
 - CONTINUOUS DRYWALL IS REQUIRED BEHIND ALL ELECTRICAL SERVICE PANELS, FIRE HOSES, AND MEDICINE CABINETS.
 - ALL PLUMBING PENETRATION THROUGH WALLS WHICH REQUIRED PROTECTED OPENINGS (OCCUPANCY SEPARATION WALLS, AREA SEPARATION WALLS, CORRIDOR WALLS AND WALLS TO CLOSE TO A REAL OR IMAGINARY PROPERTY LINE) ARE REQUIRED TO BE GALVANIZED OR CAST IRON PIPING.
 - A MIN 12" SQUARE ACCESS PANEL TO THE BATHTUB TRAP SLIP JOINT CONNECTION IS REQUIRED. SHOW THE LOCATION AND SIZE ON THE PLANS. IF A SOLID JOINT IS TO BE USED, CLEARLY STATE ON THE PLANS AND NO ACCESS PANEL IS REQUIRED.
 - WALL MOUNTED JANITORIES AND TOILETS ARE NOT PERMITTED ON SOUND RATED PARTITIONS.
 - FURNITURE IS FOR REFERENCE ONLY. NOT A PART OF CONTRACT.
 - KITCHEN APPLIANCES ARE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
 - REFER TO ROOF PLAN GENERAL NOTES/ A-1.4 FOR LOWER ROOF.
- ROOF DRAINAGE CALCULATION PER T 1101.11, CPC 2019, 3/8" SLOPE, 4"/HR RAINFALL**
- | DRAIN NO. | SIZE (DIA) | AREA COVERED | MAX. ALLOWABLE ROOF AREA |
|-----------|------------|--------------|--------------------------|
| A | 4" | 1,010 SF | 4,600 SF |
| B | 4" | 1,091 SF | 4,600 SF |
- SOLAR ZONE -1**
93 SF
SOLAR ZONE -2
417 SF
TOTAL
510 SF
510 SF/ 2,101 SF(TOTAL LOWER ROOF AREA) * 100 = 24 %
- 2ND FLOOR PLAN GENERAL NOTES**
- BUILT-IN CABINETS & COUNTER TOPS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
 - PLUMBING FIXTURES SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
 - FURNITURE ARE NOT A PART OF THIS CONTRACT.
 - HOT AND COLD WATER, DRAIN AND VENT SHALL BE PROVIDED AT WASHER AND DRYER SPACE, SEE PLUMBING.
 - ALL BEDROOMS SHALL BE PROVIDED WITH AT LEAST ONE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY ESCAPE OR RESCUE. WINDOWS SHALL HAVE A CLEAR OPENING OF 5.7 SF AND MINIMUM OPENING OF 20" WIDE AND 24" HIGH.
 - THE MAXIMUM SILL HEIGHT FOR WINDOWS USED EMERGENCY EXIT SHALL BE 44" MEASURED FROM THE FLOOR TO THE BOTTOM OF THE CLEAR OPENING OF THE WINDOW.
 - SAFETY GLAZING SHALL BE PROVIDED IN THE FOLLOWING APPLICATION:
 - A. SHOWER DOORS
 - B. WINDOWS LOCATED IN OR ADJACENT TO A DOOR WITHIN A 24" ARC OF DOOR
 - C. WINDOWS GREATER THAN 18" WIDE AND CLOSER THAN 18" TO THE FLOOR
 - D. ALL PATIO AND SLIDING GLASS DOORS
 - SAFETY GLAZING ON DOORS OR WINDOWS SHALL BE LABELED AS SUCH FOR INSPECTION PURPOSES.
 - GUARDRAILS REQUIREMENTS:
 - A. GUARDS TO WITHSTAND A LATERAL FORCE OF 200-LB APPLIED AT ANY LOCATION
 - B. GUARDS SHALL BE A MINIMUM OF 42" HIGH
 - C. GUARDS OPENING SHALL NOT ALLOW PASSAGE OF A 4-INCH DIA. SPHERE.
 - STAIR SHALL BE CONSTRUCTED PER SEC. 1011.5
 - THE MAXIMUM RISER HEIGHT SHALL BE 7-3/4 INCHES
 - THE MINIMUM TREAD DEPTH SHALL BE 10 INCHES
 - THE RADIUS OF CURVATURE AT THE NOSING SHALL BE NO GREATER THAN 9/16 INCHES. A NOSING NOT LESS THAN 3/4 INCH BUT NOT MORE THAN 1-1/4 INCHES SHALL BE PROVIDED ON STAIRWAYS WITH SOLID RISERS
 - D. 0.75" TO 1.25" NOSING SHALL BE PROVIDED WHEN THE TREAD DEPTH IS LESS THAN 11"
 - ALL FLOOR PLAN DIMENSIONS ARE REFERENCED EITHER TO FINISH OR TO CENTER OF WALLS, U.N.O. ALL DIMENSIONS REFERENCED TO EXTERIOR WALLS ARE TO THE SURFACE OF THE EXTERIOR WALL FINISH, U.N.O.
 - HANDRAIL SHALL BE INSTALLED PER SEC. 1014.
 - A. HANDRAIL HEIGHT, MEASURED VERTICALLY FROM THE SLOPED PLANE ADJOINING THE TREAD, NOSING, OR FINISH SURFACE OF RAMP SLOPE, SHALL NOT BE LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES.



1 2ND FLOOR PLAN
SCALE: 1/4"=1'-0"

SOURCE ARCHITECTURE
6101 BALL RD. #205, CYRESS, CA 90030
P: 310.320.1444
E: Pkrm@Source-Architecture.com

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SEAL/SIGNATURE
CONSULTANT

6172 BEACH BLVD. MIXED-USE BUILDING
6172 BEACH BLVD.
BUENA PARK, CA 90621-4211

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A-1.3
OF SHEETS



1. ALL FINISH MATERIAL AND PAINT COLOR SAMPLES SHOULD BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE PURCHASED AND INSTALLED.
2. TEMPERED GLAZING SHALL BE USED AT ALL HAZARDOUS LOCATIONS PER SEC. 2406.4 AND BE IDENTIFIED PER SEC. 2406.3, CBC 2019.

1	STUCCO FINISH, SMOOTH, PAINTED
1-1	STUCCO FINISH, FINE SAND, PAINTED
2	EXTERIOR SIDING, FIBER-CEMENT BOARD, HARDIE PLANK, SMOOTH, 8" EXPOSURE, JAMES HARDIE, PRIME AND PAINTED
3	WOOD PANEL CLADDING, NATURAL WOOD GRAIN, FACTORY FINISHED, 8MM, EXPOSED FASTENERS, STONEWOOD SEE A-2.3.
4	ALUMINUM SHEET, 1/4" THK, FACTORY PAINTED
5	SHEET METAL FLASHING, 22 GAUGE, BONDERIZED AND PAINTED
6	AL. STORE FRONT SYSTEM, DARK BRONZE ANODIZED
7	STEEL CANOPY, PRIMED AND PAINTED
8	CON'C BLOCK WALL
9	METAL DOOR, PRIMED AND PAINTED
10	EXTERIOR WALL LIGHTING FIXTURE, PROVIDED BY OWNER & INSTALLED BY CONTRACTOR
11	STEEL HANDRAIL, GALV., PRIMED AND PAINTED
12	ADDRESS SIGN
13	NOT USED
14	SEISMIC GAP, 2" MIN BETWEEN EXTERIOR WALL FINISHES & PROPERTY LINE. COVERED BY SHEET METAL EXP. JOINT. CONTRACTOR SHALL COORDINATE WITH NEIGHBORING PROPERTY OWNERS FOR INSTALLATION.
15	ADA SIGN
16	TENANT SUITE NAME

A	BOOTHBAY BLUE/ SMOOTH/ JAMES HARDIE
B	SW 7026, GRIFFIN
C	SW 7004, SNOWBOUND
D	SW 6006, BLACK BEAN
E	SW 7641 COLONADE GRAY
F	DARK BRONZE ANODIZED
G	COLOR MATCHING TO STOREFRONT
H	WHITE, BURNISH, ORCO BLOCK
J	FROSTED TRANSLUCENT FILM



CONSULTANT

OF SHEETS



ELEVATION NOTES

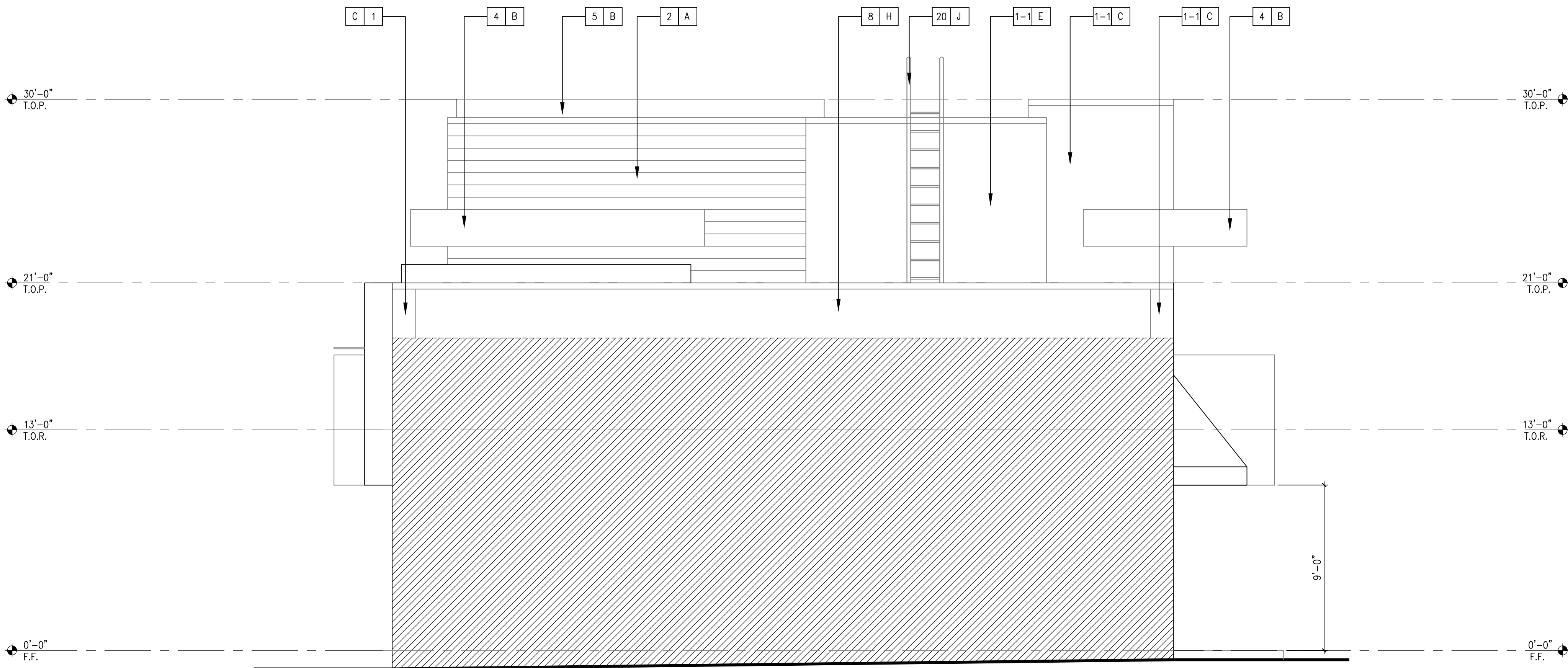
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MATERIAL KEY NOTES

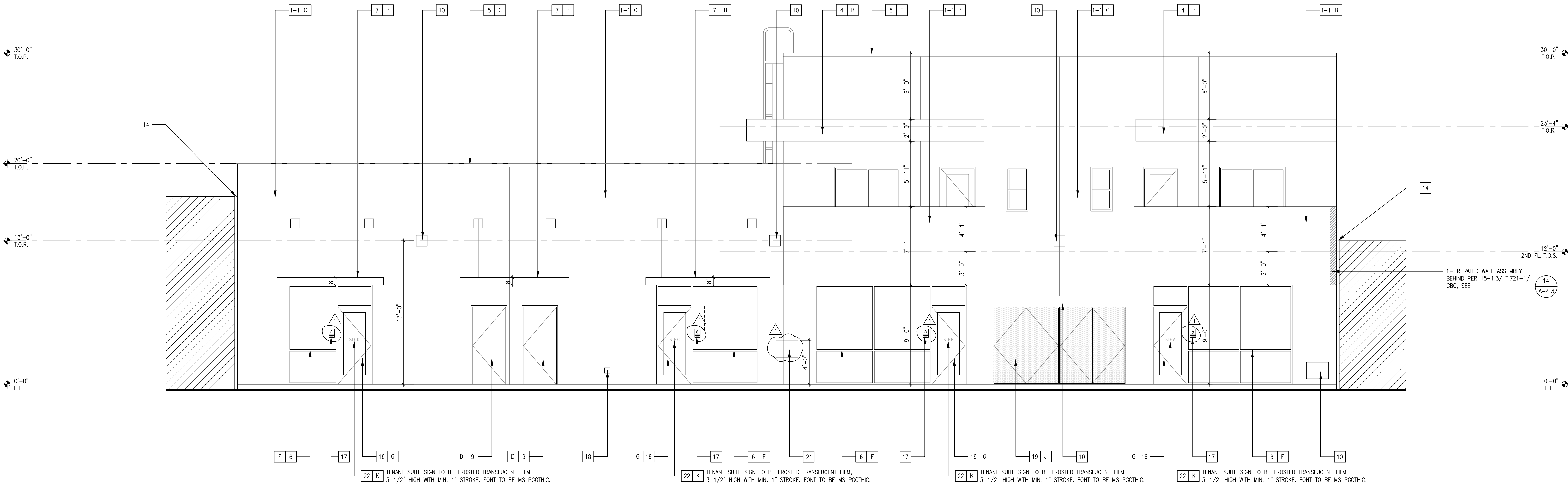
- 1 STUCCO FINISH, SMOOTH, PAINTED
- 1-1 STUCCO FINISH, FINE SAND, PAINTED
- 2 EXTERIOR SIDING, FIBER-CEMENT BOARD, HARDIE PLANK, SMOOTH, 8" EXPOSURE, JAMES HARDIE, PRIME AND PAINTED
- 3 WOOD PANEL CLADDING, NATURAL WOOD GRAIN, FACTORY FINISHED
- 4 ALUMINUM SHEET, 1/4" THK, FACTORY PAINTED
- 5 SHEET METAL FLASHING, 22 GAUGE, BONDERIZED AND PAITED
- 6 AL. STORE FRONT SYSTEM, DARK BRONZE ANODIZED
- 7 STEEL CANOPY, PRIMED AND PAINTED
- 8 CON'C BLOCK WALL
- 9 METAL DOOR, PRIMED AND PAINTED
- 10 EXTERIOR WALL LIGHTING FIXTURE, PROVIDED BY OWNER & INSTALLED BY CONTRACTOR
- 11 STEEL HANDRAIL, GALV., PRIMED AND PAINTED
- 12 ADDRESS SIGN
- 13 TENANT'S BUSINESS SIGN AREA
- 14 SEISMIC GAP, 2" MIN BETWEEN EXTERIOR WALL FINISHES & PROPERTY LINE. COVERED W/ SHEET METAL EXP. JOINT. CONTRACTOR SHALL COORDINATE W/ NEIGHBORING PROPERTY OWNERS FOR INSTALLATION.
- 15 GAS METER
- 16 STOREFRONT DOOR
- 17 ADA SIGN
- 18 HOSE BIBB
- 19 ELECTRIC METER PANEL CAGE, GALVANIZED
- 20 ROOF ACCESS LADDER, GALVANIZED
- 21 MAIL BOX
- 22 TENANT SUITE NAME

COLOR KEY NOTES

- A BOOTHBAY BLUE/ SMOOTH/ JAMES HARDIE
- B SW 7026, GRIFFIN
- C SW 7004, SNOWBOUND
- D SW 6006, BLACK BEAN
- E SW 7641 COLONADE GRAY
- F DARK BRONZE ANODIZED
- G COLOR MATCHING TO STOREFRONT
- H WHITE, BURNISH, ORCO BLOCK
- J FACTORY FINISHED
- K FROSTED TRANSLUCENT FILM



2 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



1 EAST ELEVATION
SCALE: 1/4"=1'-0"

(4) MECHANICAL PARKING LIFTS
AT 6172 BEACH BLVD. MIXED-USE BUILDING
6172 BEACH BLVD.
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ELEVATIONS-2

DATE: 01/03/23 REVISION: ORIGINAL BY:
03/20/23 1ST REVISION 1

DRAWN BY: APPROVED:

DATE: SCALE:

SHEET:

A-2.2

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