AGENDA

Orange City Council

July 14, 2026

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

Jarad L. Hildenbrand
City Manager

Nathalie Adourian
City Attorney

Pamela Coleman
City Clerk

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or on the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection on the City's website; in the City Clerk's Office during normal business hours; and at the City Council meeting.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, streamed live on the City's website at www.cityoforange.org, and remotely via Zoom.

To join Zoom meeting online using a personal computer or smart device:
https://www.zoomgov.com/j/1656814425?pwd=kkolXX5D4diWS9q7Dhi0jJTDlnbdS9.1

Meeting ID: 165 681 4425
Passcode: 356107

To join Zoom meeting from any phone, dial (669) 216-1590

Meeting ID: 165 681 4425
Passcode: 356107

(Continued on page 2)

Public Participation (continued)

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you identify yourself for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, members of the public are encouraged to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be posted on the City's website after the meeting.

3) Remote Public Comments

Members of the public may provide live public comments via Zoom during City Council meetings. To join the meeting, follow the instructions above. Instruction on how to participate will be provided during the meeting.

Please provide your name in the Zoom application to allow the City Clerk to identify you when it is your time to speak. Installing and familiarizing yourself with Zoom software prior to the commencement of the meeting is highly recommended.

If participating by telephone, the City Clerk will identify you by the last 4 digits of your phone number when it is your time to speak.

Please note, the City is not responsible for the public's use of Zoom as it relates to the software, configuration, and settings on a personal device. The public is encouraged to visit the Zoom website for information on successful use of this software. The City's use of Zoom is consistent with the platform features and functions as described on the Zoom website.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

1.1 ROLL CALL

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Manager

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Attorney

4. CLOSED SESSION REPORT

5. ADJOURNMENT

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

1.1 INVOCATION

Pastor Marco Salinas, Spirit and Truth Worship Center

1.2 PLEDGE OF ALLEGIANCE

Councilmember Kathy Tavoularis

1.3 ROLL CALL

1.4 ANNOUNCEMENTS

1.5 REPORT ON CLOSED SESSION ACTIONS

2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

Recommended Action:

Approve.

Attachments: Staff Report

3.2. Confirmation of accounts payable warrant registers dated June 4, 11, 18, and 25, 2026 and payroll check registers dated June 5 and 19, 2026

Recommended Action:

Ratify the accompanying registers.

Attachments: Staff Report
June 4, 2026 Accounts Payable Register
June 11, 2026 Accounts Payable Register
June 18, 2026 Accounts Payable Register
June 25, 2026 Accounts Payable Register
June 5, 2026 Payroll Register
June 19, 2026 Payroll Register

3.3. Approval of minutes of the City of Orange City Council Regular Meetings held on June 9, and June 23 2026; and Special Meeting held on June 29, 2026

Recommended Action:

Approve minutes as presented.

Attachments: Staff Report
June 9, 2026, Regular Meeting minutes
June 23, 2026, Regular Meeting minutes
June 29, 2026, Special Meeting minutes

3.4. Agreement with Triad Consulting & System Design Group, L.L.C. for security consulting services

Recommended Action:

Approve the two-year with three optional annual extensions agreement with Triad Consulting & System Design Group, L.L.C. in the amount of $147,000.00 for security consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Triad Consulting

3.5. Approval of a new license agreement with the California Fire Museum to continue operating a fire department history museum at the Old Orange City Fire Department Headquarters located at 176 South Grand Street

Recommended Action:

Approve the license agreement with the California Fire Museum to operate a fire department history museum on a temporary basis at 176 South Grand Street; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with the California Fire Museum

3.6. Approval of plans and specifications for Walnut Avenue at Orange Street Traffic Signal Installation and authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption

Recommended Action:

1. Approve the plans and specifications and authorize advertising for Bid No. 26-27.01 (SP-4301), Walnut Avenue at Orange Street Traffic Signal Installation.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

Attachments: Staff Report
Location Map

3.7. Appropriation of $220,000 from the Low- and Moderate-Income Housing Asset Fund for the final loan disbursement to Orange 702, L.P. for the Orion Senior Housing Apartments Project

Recommended Action:

1. Authorize the appropriation of $220,000 from the Low- and Moderate-Income Housing Fund (232) unreserved fund balance to:
   232-8001-81999-256019 Orion Senior Housing Apartments Project
2. Authorize the Community Development Director, or designee, to disburse the remaining loan proceeds to Orange 702, L.P. upon verification that all conditions for final disbursement have been satisfied.

Attachments: Staff Report
January 23, 2024 City Council Staff Report
Promissory Note

3.8. Second Reading and adoption of Ordinance No. 04-26 adding Chapter 8.38 to the Orange Municipal Code relating to the maintenance and security standards for unoccupied or abandoned properties

Recommended Action:

Adopt Ordinance No. 04-26.

Attachments: Staff Report
Ordinance No. 04-26

3.9. Second Reading and adoption of Ordinance No. 11-26 amending Chapter 10.40 of the Orange Municipal Code pertaining to parking meter zones

Recommended Action:

Adopt Ordinance No. 11-26.

Attachments: Staff Report
Ordinance No. 11-26

3.10. Authorize purchase of medical supplies and medications from Life-Assist, Inc.

Recommended Action:

Approve the purchase of medical supplies and medications from Life-Assist, Inc. in an amount of $425,000 for Fiscal Year 2026-2027.

Attachments: Staff Report
Master Agreement with League of Oregon Cities

3.11. Authorize purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc.

Recommended Action:

Approve the purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc. in an amount not to exceed $257,000.

Attachments: Staff Report
County of Orange Master Agreement No. MA□012□25011371

3.12. Authorize purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons

Recommended Action:

Approve the purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons in an amount not to exceed $157,000.

Attachments: Staff Report
2024 Sourcewell Cooperative Purchasing Agreement No. 010424-LNC
2024 Sourcewell Cooperative Purchasing Agreement No. 020124-LNC

3.13. Adoption of Resolution No. 11710 designating certain City officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Government Code Sections 53234 et seq. and 53238 et seq. (Senate Bill 827, 2025)

Recommended Action:

Adopt Resolution No. 11710. A Resolution of the City Council of the City of Orange designating certain officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Senate Bill 827 (2025).

Attachments: Staff Report
Resolution No. 11710

3.14. Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5

Recommended Action:

Adopt Resolution No. 11711. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11651 and amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Attachments: Staff Report
Resolution No. 11711

3.15. Establishment of a loading zone in front of 233 N. Lemon Street

Recommended Action:

Adopt Resolution No. 11706. A Resolution of the City Council of the City of Orange for the establishment of a loading zone on the east side of Lemon Street adjacent to the frontage of 233 N. Lemon Street (Accessor Parcel Number 039-162-21).

Attachments: Staff Report
Attachment 1 Resolution No. 11706
Attachment 2 Area Map and Site Sketch
Attachment 3 City Traffic Commission Staff Report, June 10, 2026
Attachment 4 Excerpt of Draft City Traffic Commission Minutes, June 10, 2026
Attachment 5 Lemon Loading Zone Notification Letter

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

An opportunity for the Mayor to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5.1. Chapman PILOT Agreement (Barrios)

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Appointments to the Design Review Committee and Planning Commission

Recommended Action:

Confirm Mayor Slater's recommendation to appoint Donnie Dewees to the Design Review Committee to fill an unexpired term ending on June 30, 2027, and Connie Benson to the Planning Commission for a four-year term expiring on June 30, 2030.

Attachments: Staff Report

8. REPORTS FROM CITY MANAGER

9. PUBLIC HEARINGS

9.1. Public Hearing to consider a request to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 single-family homes at 647 N. Rancho Santiago Boulevard and Introduction and First Reading of Ordinance No. 12-26 approving Zone Change No. 1318, and finding of California Environmental Quality Act (CEQA) Exemption

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt City Council Resolution No. 11709, A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to establish an 11-unit Planned Unit Development and subdivide a 2.02-acre parcel into 11 separate parcels located at 647 N. Rancho Santiago Boulevard.
3. Introduce and conduct First Reading of Ordinance No. 12-26. An Ordinance of the City Council of the City of Orange Approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) on a 2.02-acre site located at 647 N. Rancho Santiago Boulevard.
4. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

Attachments:
Staff Report
Attachment 1 Resolution No. 11709
Attachment 2 Ordinance No. 12-26
Attachment 3 Vicinity Map
Attachment 4 Initial Study/CEQA Analysis Under CEQA Guidelines Section 15183
Attachment 5 Project Plans
Attachment 6 Planning Commission Staff Report dated April 20, 2026
Attachment 7 April 20, 2026, Planning Commission minutes

10. ADMINISTRATIVE REPORTS

10.1. Consider two resolutions that would submit to the voters a question adopting a City Charter, establishing priorities for filing written arguments, and directing the City Attorney to prepare an Impartial Analysis

Recommended Action:

1. Consider adoption of Resolution No. 11707. A Resolution of the City Council of the City of Orange ordering the submission to the voters a question relating to a proposed City Charter for adoption at the November 3, 2026, General Municipal Election as called by Resolution No. 11669.
2. Consider adoption of Resolution No. 11708. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an Impartial Analysis for the measure to be submitted to the voters at the General Municipal Election held on Tuesday, November 3, 2026.

Attachments:
Staff Report
Resolution No. 11707
Resolution No. 11708

11. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, July 28, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: July 10, 2026

Agenda Item

Orange City Council

Item #: 3.1. 7/14/2026 **File #:** 26-0322

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

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THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

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State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.2. 7/14/2026 **File #:** 26-0397

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Confirmation of accounts payable warrant registers dated June 4, 11, 18, and 25, 2026 and payroll check registers dated June 5 and 19, 2026

2. SUMMARY

Per Government Code Section 37208, the accounts payable and payroll warrant register for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Ratify the accompanying registers.

4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting of the month after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

Government Code Section 37208(b) provides that accounts payable warrants or checks drawn in payment of demands certified or approved by the City Clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. The checks issued in the attached warrant registers have been certified to be in accordance with the City's approved budget.

5. ATTACHMENTS

- Attachment 1 - June 4, 2026 Accounts Payable Register
- Attachment 2 - June 11, 2026 Accounts Payable Register
- Attachment 3 - June 18, 2026 Accounts Payable Register
- Attachment 4 - June 25, 2026 Accounts Payable Register
- Attachment 5 - June 5, 2026 Payroll Register
- Attachment 6 - June 19, 2026 Payroll Register

Agenda Item

Orange City Council

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FROM: **Trang Nguyen, Finance Director**

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- Attachment 3 - June 18, 2026 Accounts Payable Register
- Attachment 4 - June 25, 2026 Accounts Payable Register
- Attachment 5 - June 5, 2026 Payroll Register
- Attachment 6 - June 19, 2026 Payroll Register

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5619	06/04/2026	WIRE	001117	PUBLIC EMPLOYEES RETIREME	753.76			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
19518	100000018308059	100-0000-52102-				753.76		
5620	06/04/2026	WIRE	001117	PUBLIC EMPLOYEES RETIREME	500.00			
19519	100000018308033	100-0000-55999-				500.00		
60226	06/02/2026	WIRE	000384	SOUTHERN CALIF EDISON CO-	476,590.21			
19536	06/02/26	100-0000-56205-				181,367.39		
19536	06/02/26	601-5301-56205-				143.00		
19536	06/02/26	291-5501-56205-				1,043.49		
19536	06/02/26	291-5902-56205-				17.02		
19536	06/02/26	291-5501-56205-				17.79		
19536	06/02/26	600-5802-56205-				294,001.52		
8006065	06/04/2026	PRINTED	013658	ABBA TERMITE AND PEST CON	110.00			
19374	035846	601-5301-56999-				110.00		
8006066	06/04/2026	PRINTED	020698	ALL CITY MANAGEMENT SERVI	22,974.83			
19408	PS-INV106140	100-4141-55999-				22,974.83		
8006067	06/04/2026	PRINTED	002742	ALTERNATIVE HOSE INC	770.72			
19364	6149863	600-5803-56101-				770.72		
8006068	06/04/2026	PRINTED	001147	ARCHIE'S TOWING	3,817.00			
19417	268446	450-4141-55000-				14.00		
19468	269421	100-5401-56999-				360.00		
19509	260316	450-4141-55000-				685.50		
19510	260628	450-4141-55000-				666.50		
19511	260993	450-4141-55000-				648.50		
19512	263723	450-4141-55000-				461.50		
19513	263783	450-4141-55000-				457.50		
19514	262788	450-4141-55000-				523.50		
8006069	06/04/2026	PRINTED	001014	B & M LAWN & GARDEN CENTE	285.42			
19287	722849	263-5201-53201-				20.16		
19475	720944	270-5201-53299-				265.26		
8006070	06/04/2026	PRINTED	018258	BENDER READY MIX INC	4,346.10			
19370	204676	263-5201-53201-				1,745.55		
19372	204645	263-5201-53201-				1,375.43		
19564	204884	263-5201-53201-				1,225.12		
8006071	06/04/2026	PRINTED	000053	BOOT BARN INC	1,010.99			
19382	INV00610706	731-1306-54101-				311.40		
19383	INV00610704	731-1306-54101-				460.60		
19384	INV00610705	731-1306-54101-				238.99		
8006072	06/04/2026	PRINTED	002011	BURTONS FIRE INC	281.88			
19565	S71339	100-0000-15203-				281.88		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006073	06/04/2026	PRINTED	006583	CAM SERVICES	2,277.00			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19294	127786	100-7203-56999-	367.00
19295	127789	100-7203-56999-	390.00
19549	126816	100-5301-56999-	185.00
19550	126818	100-5301-56999-	400.00
19551	127783	100-5301-56999-	185.00
19553	127784	100-5301-56999-	750.00

8006074	06/04/2026	PRINTED	003595	CINTAS CORPORATION NO 2	178.24			
	19210	4269894265		100-7203-56107-				178.24
8006075	06/04/2026	PRINTED	019162	CINTAS	283.26			
	19373	4269904137		100-5401-56107-				148.38
	19577	4270656889		100-5401-56107-				134.88
8006076	06/04/2026	PRINTED	014116	PAMELA COLEMAN	75.23			
	18936	03/30-01/2026RB		100-1502-57101-				75.23
8006077	06/04/2026	PRINTED	007870	COUNTY OF ORANGE - SHERIF	13,688.00			
	19507	7TFK7Z74PPJM6		100-4011-57101-				13,688.00
8006078	06/04/2026	PRINTED	000101	CULLIGAN	123.75			
	19557	2055576		600-5802-53199-				116.25
	19558	2052779		600-5802-53199-				7.50
8006079	06/04/2026	PRINTED	012114	DANIELS TIRE SERVICE	2,981.15			
	19466	200571658		100-0000-15203-				2,981.15
8006080	06/04/2026	PRINTED	002513	DELTACARE USA	7,180.53			
	19403	BE007060709		100-0000-20415-				7,180.53
8006081	06/04/2026	PRINTED	000974	DELTA DENTAL OF CALIFORNI	53,717.56			
	19545	BE007088564C		100-1401-52001-				46,835.30
	19547	BE007088564A		100-1401-55999-				6,882.26
8006082	06/04/2026	PRINTED	025438	DUNN EDWARDS CORP	345.02			
	19307	2158A50537		100-7203-56101-				345.02
8006083	06/04/2026	PRINTED	013328	EAGLE PUMP SERVICES INC	1,814.55			
	19206	2025978		100-7203-56101-				1,814.55
8006084	06/04/2026	PRINTED	000646	EAST ORANGE COUNTY WATER	27,491.26			
	19534	04-2026-4		600-5802-53105-				27,491.26
8006085	06/04/2026	PRINTED	007918	EFFICIENT X-RAY INC	130.00			
	19407	437278		100-4134-55999-				130.00
8006086	06/04/2026	PRINTED	002741	EMERGENCY RESPONSE CRIME	1,125.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		19338	OP2026-341	100-4011-55000-			375.00	
		DOC	INVOICE NO	ACCOUNT				AMOUNT
		19339	OP2026-346	100-4011-55000-			750.00	
8006087	06/04/2026	PRINTED	020029	ENVIRONMENTAL CONSTRUCTIO	76,365.75			
		19436	Application No. 24	550-5802-85107-			28,881.09	
		19436	Application No. 24	600-5802-85107-			51,503.91	
8006088	06/04/2026	PRINTED	025310	ENVIROTEK CORPORATION	809.19			
		19471	C-3901	100-5601-56999-			809.19	
8006089	06/04/2026	PRINTED	001990	EYEMED	1,184.01			
		19402	167370735	100-0000-20416-			1,184.01	
8006090	06/04/2026	PRINTED	016775	FAR ELECTRIC INC	3,000.00			
		19341	26-0016	100-4011-56102-			3,000.00	
8006091	06/04/2026	PRINTED	001900	JOHN FELTON	105.00			
		19477	23060-2026	600-5802-50999-			105.00	
8006092	06/04/2026	PRINTED	013985	FIRE SMART PROMOTIONS	954.67			
		19488	120901	100-3112-53101-			954.67	
8006093	06/04/2026	PRINTED	000002	FLEET SERVICES INC	215.29			
		19371	01P179046	100-0000-15203-			215.29	
8006094	06/04/2026	PRINTED	012434	FORENSIC NURSE SPECIALIST	2,400.00			
		19515	6649	100-4131-55101-			2,400.00	
8006095	06/04/2026	PRINTED	000143	FRIENDLY CENTER INC	3,664.50			
		19496	65	310-6411-50102-			3,664.50	
8006096	06/04/2026	PRINTED	002198	GALLS LLC	2,138.07			
		19211	035098387	100-4011-53102-			62.80	
		19213	035111231	100-4011-53102-			47.40	
		19214	035122957	100-4011-53102-			47.36	
		19215	035122976	100-4011-53102-			26.40	
		19216	035122979	100-4011-53102-			222.24	
		19218	035123027	100-4011-53102-			187.54	
		19219	035134770	100-4011-53102-			177.12	
		19410	035155041	100-4011-53102-			89.25	
		19411	035155065	454-4011-53102-			47.40	
		19412	035169074	100-4011-53102-			13.20	
		19413	035182409	100-4011-53102-			6.82	
		19414	035182445	454-4011-53102-			47.40	
		19415	035196360	100-4011-53102-			199.68	
		19416	035196375	100-4011-53102-			10.89	
		19481	034931148	100-6301-53102-			419.99	
		19482	034810003	100-6301-53102-			164.29	
		19483	034931171	100-6301-53102-			368.29	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006097	06/04/2026	PRINTED	008614	GARY BALE REDI-MIX CONCRE	2,893.23			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
19284	0235979-IN	263-5201-53201-				1,700.98		
19285	0235818-IN	263-5201-53201-				1,192.25		
8006098	06/04/2026	PRINTED	025343	GOLD 'N' KOI INC	230.00			
19552	25539	600-5803-56103-				230.00		
8006099	06/04/2026	PRINTED	019140	HERO INDUSTRIES INC	392.13			
19508	24925	100-4011-53102-				392.13		
8006100	06/04/2026	PRINTED	000175	HI-STANDARD AUTOMOTIVE, L	20,039.45			
19380	30688	720-5401-80301-				20,039.45		
8006101	06/04/2026	PRINTED	006309	HUNTINGTON SECURITY SYSTE	71.26			
19423	0022056-IN	100-5601-56101-				35.63		
19428	0022057-IN	100-5601-56101-				35.63		
8006102	06/04/2026	PRINTED	025396	HYDROBLAST	2,320.00			
19434	14993	100-7203-56999-				1,030.00		
19543	14995	100-5301-56999-				1,290.00		
8006103	06/04/2026	PRINTED	018475	IMPERIAL BAG AND PAPER CO	8,656.52			
19498	41722793	100-0000-15201-				8,656.52		
8006104	06/04/2026	PRINTED	025389	INGRAM LIBRARY SERVICES L	8,115.41			
18938	96113335	100-2101-53101-				1,538.65		
18939	95923444	100-2101-53101-				4,989.66		
18940	95974331	100-2101-53101-				75.59		
18941	96012992	100-2101-53101-				312.75		
18942	96020248	100-2101-53101-				21.39		
18943	96020249	100-2101-53101-				1,165.72		
18944	96085686	100-2101-53101-				11.65		
8006105	06/04/2026	PRINTED	000544	BALLMER & BERKMAN KANE	1,150.00			
19379	29730	232-6401-55999-				1,150.00		
8006106	06/04/2026	PRINTED	025422	KOSMONT REAL ESTATE SERVI	4,464.20			
19131	2602.8-003	100-1201-55999-				4,464.20		
8006107	06/04/2026	PRINTED	001849	KUSTOM IMPRINTS	188.57			
19541	53525	100-6301-53102-				188.57		
8006108	06/04/2026	PRINTED	025444	EUGENIE LEVEUGLE	151.00			
19342	19342	600-5802-42805-				151.00		
8006109	06/04/2026	PRINTED	020837	LGP EQUIPMENT RENTALS OF	6,149.28			
19544	143710-3	100-5401-56301-				1,190.18		
19544	143710-3	601-5301-56301-				4,959.10		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006110	06/04/2026	PRINTED	021021	LINEGEAR INC	4,869.23			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19270	63166	225-3216-53102-	1,370.58
19271	63169	100-3011-53102-	253.21
19274	63185	100-3011-53102-	521.51
19276	63187	100-3011-53102-	576.46
19277	63188	100-3011-53102-	285.54
19278	63193	225-3216-54101-	565.69
19279	63213	100-3011-53102-	549.53
19280	63216	100-3011-53102-	510.74
19281	63217	100-3011-53102-	235.97

8006111	06/04/2026	PRINTED	000248	MC FADDEN-DALE INDUSTRIAL	204.50			
	19419		607893/5	600-5802-53201-				204.50
8006112	06/04/2026	PRINTED	025439	MCCALLA COMPANY	1,371.88			
	19337		201989	100-4011-56102-				1,371.88
8006113	06/04/2026	PRINTED	014455	MICHAEL BAKER INTERNATION	1,020.00			
	19001		1285637	510-7201-84101-				1,020.00
8006114	06/04/2026	PRINTED	025044	MIRACLE PLAYGROUND SALES	4,927.48			
	19453		223482	294-5501-54102-				4,927.48
8006115	06/04/2026	PRINTED	001867	MISSION LINEN SUPPLY	265.79			
	19340		526109606	100-4011-55999-				265.79
8006116	06/04/2026	PRINTED	000793	MITSUBISHI ELECTRIC US IN	744.00			
	19441		567629	100-5601-56999-				744.00
8006117	06/04/2026	PRINTED	002880	MOORE IACOFANO GOLTSMAN	7,191.80			
	19442		0096658	510-7201-84101-				7,191.80
8006118	06/04/2026	PRINTED	000261	MUNICIPAL WATER DISTRICT	842.44			
	19494		3328	600-5802-53101-				842.44
8006119	06/04/2026	PRINTED	001987	NIEVES LANDSCAPE LLC	3,469.54			
	19343		84868	600-5501-56103-				68.57
	19344		84871	600-5501-56103-				237.85
	19345		84872	263-5201-56103-				542.78
	19351		84873	291-5501-56103-				324.92
	19353		84874	291-5501-56103-				75.80
	19354		84875	291-5501-56103-				263.83
	19355		84876	291-5501-56103-				345.65
	19356		84877	291-5501-56103-				376.75
	19357		84878	291-5501-56103-				592.77
	19358		84879	291-5501-56103-				345.65
	19359		84869	291-5501-56103-				34.24
	19360		84870	291-5501-56103-				260.73

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006120	06/04/2026	PRINTED	000052	OFFICE DEPOT INC	145.96			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19492	23009291	100-1401-53101-	97.84
19492	23009291	731-1306-54101-	48.12

8006121	06/04/2026	PRINTED	099994	JESSICA NAPOLES MUNOZ	70.15			
	19530	00030858-01		600-0000-11106-				70.15
8006122	06/04/2026	PRINTED	099995	BLUE CROSS OF CALIFORNIA	2,239.78			
	19348	O2517613		100-0000-20108-				2,239.78
8006123	06/04/2026	PRINTED	099995	BLUE CROSS OF CALIFORNIA	2,263.06			
	19350	O2516416		100-0000-20108-				2,263.06
8006124	06/04/2026	PRINTED	099995	BLUE CROSS OF CALIFORNIA	3,420.30			
	19352	O2503818		100-0000-20108-				3,420.30
8006125	06/04/2026	PRINTED	099995	BLUE SHIELD OF CALIFORNIA	126.66			
	19327	O2600717		100-0000-20108-				126.66
8006126	06/04/2026	PRINTED	099995	CALOPTIMA	1,171.73			
	19349	O2517613		100-0000-20108-				1,171.73
8006127	06/04/2026	PRINTED	099995	CORRECTIONAL HEALTH SERVI	125.30			
	19328	O2512911		100-0000-20108-				125.30
8006128	06/04/2026	PRINTED	099995	CORRECTIONAL HEALTH SERVI	121.75			
	19329	O2513815		100-0000-20108-				121.75
8006129	06/04/2026	PRINTED	099995	CORRECTIONAL HEALTH SERVI	121.75			
	19334	O2507376		100-0000-20108-				121.75
8006130	06/04/2026	PRINTED	099995	CORRECTIONAL HEALTH SERVI	128.85			
	19336	O2512676		100-0000-20108-				128.85
8006131	06/04/2026	PRINTED	099995	ERIC KEE	152.24			
	19326	O2601671		100-0000-20108-				152.24
8006132	06/04/2026	PRINTED	099995	Miguel Cerrato	3,202.23			
	19323	O2514053		100-0000-20108-				3,202.23
8006133	06/04/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	909.78			
	19289	STTM003965		100-3121-56201-				909.78
8006134	06/04/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	342,408.33			
	19401	AC2690073		100-0000-56999-				342,408.33
8006135	06/04/2026	PRINTED	006609	ORANGE CO SANITATION DIST	11,450.43			
	19333	OCSD FEES APRIL/2026		100-0000-20302-				11,450.43

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006136	06/04/2026	PRINTED	001069	PARKHOUSE TIRE INC	867.48			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
19375	1020306019	100-0000-15203-				867.48		
8006137	06/04/2026	PRINTED	000314	PETE'S ROAD SERVICE INC	1,346.09			
19367	26-0920368-00	100-0000-15203-				1,113.89		
19368	26-0920659-00	100-5401-56999-				232.20		
8006138	06/04/2026	PRINTED	007130	PTI SAND & GRAVEL INC	4,953.52			
19366	162920	600-5803-81999-				2,567.89		
19405	163004	600-5803-81999-				2,385.63		
8006139	06/04/2026	PRINTED	020910	QUADIENT LEASING USA INC	2,197.91			
19363	Q2348027	100-0000-53104-				2,197.91		
8006140	06/04/2026	PRINTED	019651	RC EMPIRE CORP INC	70.00			
19378	5273	100-5401-56999-				70.00		
8006141	06/04/2026	PRINTED	002131	RELIANCE STANDARD LIFE IN	20,669.44			
19331	202605 BG #01000001	100-0000-20437-				10,403.10		
19331	202605 BG #01000001	100-0000-20417-				10,266.34		
8006142	06/04/2026	PRINTED	007084	ROADLINE PRODUCTS INC USA	1,123.85			
19259	22917	100-5401-56999-				1,123.85		
8006143	06/04/2026	PRINTED	016639	JUSTIN RODRIGUEZ	250.00			
19484	5-27 CA EMSA RENEWAL	225-3122-57104-				250.00		
8006144	06/04/2026	PRINTED	000351	ROSEBURROUGH TOOL INC	2,319.14			
19532	843043	100-0000-15201-				2,319.14		
8006145	06/04/2026	PRINTED	012750	S & J SUPPLY COMPANY INC	12,734.32			
19561	S100269466.001	600-5803-81999-				12,734.32		
8006146	06/04/2026	PRINTED	001235	SERRANO WATER DISTRICT	119,262.15			
19347	187	600-5802-53105-				119,262.15		
8006147	06/04/2026	PRINTED	025071	SIERRA ANALYTICAL LABS IN	2,772.50			
19522	6E18005-	600-5803-55999-				457.50		
19523	6E23002-	600-5803-55999-				327.50		
19524	6E23001-	600-5803-55999-				382.50		
19525	6E26018-	600-5803-55999-				457.50		
19526	6E23007-	600-5803-55999-				57.50		
19527	6E30009-	600-5803-55999-				600.00		
19528	6E30008-	600-5803-55999-				107.50		
19529	6E26005-	600-5803-55999-				382.50		
8006148	06/04/2026	PRINTED	020023	SIR SPEEDY	1,163.59			
19476	50135	100-6301-55104-				267.33		

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FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19480		50136	100-6301-55104-			896.26	
8006149	06/04/2026	PRINTED	014719	SITEONE LANDSCAPE SUPPLY	908.35			
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	19228	166485223-001		100-7203-53201-			746.83	
	19229	166500502-001		100-7203-53201-			161.52	
8006150	06/04/2026	PRINTED	000718	SOUTH COAST AQMD	2,140.06			
	19438	4726213		100-5601-56101-			172.49	
	19446	4723248		600-5802-56101-			172.49	
	19449	4724319		600-5802-56101-			172.49	
	19451	4724791		600-5802-56101-			172.49	
	19452	4725304		600-5802-56101-			172.49	
	19459	4724928		600-5802-56101-			172.49	
	19460	4724399		600-5802-56101-			172.49	
	19461	4723244		600-5802-56101-			172.49	
	19500	4734011		600-5802-56101-			176.41	
	19501	4730443		600-5802-56101-			583.73	
8006151	06/04/2026	PRINTED	002117	SOUTH COAST AUTOMATION SY	7,322.00			
	16654	90465		600-5802-87102-			7,322.00	
8006152	06/04/2026	PRINTED	000789	SOUTH COAST BOBCAT	169.90			
	18896	P34563		100-0000-15203-			169.90	
8006153	06/04/2026	PRINTED	020139	SOUTH COAST INDUSTRIAL DO	1,475.00			
	19433	0426-160		100-5601-56101-			737.50	
	19435	0426-161		100-5601-56101-			737.50	
8006154	06/04/2026	PRINTED	002990	SOUTHERN COUNTIES LUBRICA	2,280.49			
	19598	115714		600-5803-56101-			318.03	
	19599	116878		600-5803-56101-			1,320.59	
	19600	116185		600-5803-56101-			641.87	
8006155	06/04/2026	PRINTED	000386	SOUTHERN COUNTIES OIL CO	10,836.16			
	19472	IN-0000360596		100-0000-15205-			5,880.17	
	19473	IN-0000364598		100-0000-15205-			4,955.99	
8006156	06/04/2026	PRINTED	001197	STATE OF CALIFORNIA	675.00			
	19458	E2285856SN		100-5601-56101-			225.00	
	19462	E2285903SN		100-5601-56101-			225.00	
	19463	E2285905SN		100-5601-56101-			225.00	
8006157	06/04/2026	PRINTED	001303	SUNRISE MULTISPECIALIST M	2,757.00			
	19266	00208426-00		100-3011-55101-			927.00	
	19267	00208477-00		100-3011-55101-			170.00	
	19269	00208567-00		100-3011-55101-			1,660.00	
8006158	06/04/2026	PRINTED	025445	TESLA INSURANCE SERVICES	1,000.00			
	19594	111324-TESLA		731-1306-50203-			1,000.00	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006159	06/04/2026	PRINTED	013767	AMERICAN RED CROSS -	156.00			
	DOC	INVOICE NO		ACCOUNT		AMOUNT		
	19489	23232039		226-3112-53199-		156.00		
8006160	06/04/2026	PRINTED	018234	THE HUB OC	10,375.54			
	19521	106		412-6431-55999-		10,375.54		
8006161	06/04/2026	PRINTED	018234	THE HUB OC	10,000.00			
	19497	68-2026		310-6411-50102-		10,000.00		
8006162	06/04/2026	PRINTED	017439	DITCH WITCH WEST	2,413.59			
	19469	9486375		100-0000-15203-		2,413.59		
8006163	06/04/2026	PRINTED	003155	TRI-AD	722.00			
	19539	96167864		100-1401-55999-		722.00		
8006164	06/04/2026	PRINTED	025193	NICK BARBIERI TRUCKING LL	4,153.19			
	19464	1284502-IN		100-0000-15203-		4,153.19		
8006165	06/04/2026	PRINTED	020135	TRULY NOLAN OF AMERICA IN	159.00			
	19362	712151878		100-5601-56999-		159.00		
8006166	06/04/2026	PRINTED	002977	TYLER TECHNOLOGIES INC	800.00			
	19398	045-564011		600-1843-80201-		197.68		
	19398	045-564011		790-1601-80299-		602.32		
8006167	06/04/2026	PRINTED	000419	UNDERGROUND SERVICE ALERT	676.50			
	19506	520260517		600-5803-56102-		676.50		
8006168	06/04/2026	PRINTED	000419	DIG SAFE BOARD	198.09			
	19502	25-264040		600-5803-56102-		198.09		
8006169	06/04/2026	PRINTED	000944	UNITED PARCEL SERVICE	246.82			
	19493	00005733W1226 2026		100-0000-53104-		86.41		
	19533	00005733W1216 2026		100-5401-53299-		70.80		
	19533	00005733W1216 2026		100-0000-53104-		89.61		
8006170	06/04/2026	PRINTED	019333	URBAN RESTORATION GROUP U	860.25			
	19580	00053115		100-5201-53201-		860.25		
8006171	06/04/2026	PRINTED	000551	V & V MANUFACTURING INC	1,032.49			
	19516	64579		100-4011-53102-		642.68		
	19517	64594		100-4011-53102-		389.81		
8006172	06/04/2026	PRINTED	002304	VISION SERVICE PLAN - (CA	6,111.01			
	19404	VSP 202606		100-0000-20416-		6,111.01		
8006173	06/04/2026	PRINTED	009050	VULCAN MATERIALS CO	1,286.25			
	19288	6409538		263-5201-53201-		1,286.25		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006174	06/04/2026	PRINTED	000431	W W GRAINGER INC	2,597.49			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19320	9924132872	600-5802-56102-	2,238.23
19369	9922165247	100-0000-15203-	359.26

8006175	06/04/2026	PRINTED	002319	WATERLINE TECHNOLOGIES	9,797.83			
	19227		5794756	600-5802-53201-				842.00
	19230		5794764	600-5802-53201-				905.79
	19233		5794815	600-5802-53201-				848.38
	19234		5794806	600-5802-53201-				727.18
	19235		5794808	600-5802-53201-				472.03
	19236		5794816	600-5802-53201-				389.11
	19237		5794814	600-5802-53201-				414.62
	19299		5793534	600-5802-53201-				159.47
	19420		5795748	600-5802-53201-				593.23
	19421		5795742	600-5802-53201-				701.67
	19422		5795741	600-5802-53201-				465.65
	19424		5795746	600-5802-53201-				676.15
	19425		5795747	600-5802-53201-				669.77
	19427		5795744	600-5802-53201-				1,026.99
	19431		5795750	600-5802-53201-				459.27
	19478		5795990	600-5802-53201-				446.52
8006176	06/04/2026	PRINTED	018943	WELLABLE LLC	820.00			
	19537		46311	100-1401-59997-				520.00
	19538		49110	100-1401-59997-				300.00
8006177	06/04/2026	PRINTED	000439	WEST COAST ARBORISTS INC	660.00			
	19548		244391	291-5501-56999-				660.00
8006178	06/04/2026	PRINTED	000440	WEST COAST SAND & GRAVEL	2,514.32			
	19322		960952	600-5803-81999-				1,919.80
	19376		961569	600-5803-81999-				594.52
8006179	06/04/2026	PRINTED	020706	WEST COAST WATER FILTRATI	503.80			
	19445		94405246	100-7101-55000-				503.80
8006180	06/04/2026	PRINTED	000441	WEST PUBLISHING CORP	804.90			
	19595		853627163	100-1301-55105-				804.90
8006181	06/04/2026	PRINTED	000448	WILLDAN ENGINEERING	1,112.50			
	19418		002-38162	100-6201-55999-				1,112.50
8006182	06/04/2026	PRINTED	016092	WINZER CORPORATION	308.49			
	19583		3839328	100-0000-15203-				308.49
8006183	06/04/2026	PRINTED	001379	Z A P MANUFACTURING INC	1,339.50			
	19457		10776	100-5201-53201-				1,339.50

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		122	CHECKS	CASH ACCOUNT TOTAL	1,420,417.46	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
122 CHECKS	FINAL TOTAL	1,420,417.46	.00

** END OF REPORT - Generated by Jocelin Mendez **

City of Orange

Finance Department - Accounts Payable

WW # 0368

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 06/04/26 1 of 4 reports for 07/14/26 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 06-04-2026

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Tiffany Dang Key: 255ce3af4128a3a50bd1b4b009bc5bbc Tiffany Dang, Finance	06-04-2026 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad Hildenbrand, City Manager	06-04-2026 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	06-04-2026 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5617	06/11/2026	WIRE	000261	MUNICIPAL WATER DISTRICT	183,420.54			
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	19039	12105	600-5802-53105-				183,420.54	
5621	06/08/2026	WIRE	001117	PUBLIC EMPLOYEES RETIREME	870,819.44			
	19467	CalPERS 202606	100-0000-20414-				820,659.17	
	19467	CalPERS 202606	760-0000-52001-				50,160.27	
100001	06/11/2026	EFT	000321	UNITED STATES POSTAL SERV		3,960.00		06/11/2026
	19790	FY27 PO BOX449&11024	100-0000-53104-				3,960.00	
6092026	06/09/2026	WIRE	000385	SOUTHERN CALIFORNIA GAS C	512.73			
	19818	06/09/2026	100-0000-56203-				512.73	
8006184	06/11/2026	PRINTED	013658	ABBA TERMITE AND PEST CON	220.00			
	19865	036289	600-5802-55999-				110.00	
	19869	036284	600-5802-55999-				110.00	
8006185	06/11/2026	PRINTED	019738	ADVANCED SECURITY SYSTEMS	599.25			
	19443	037897	100-5601-56101-				119.85	
	19447	037898	100-5601-56101-				119.85	
	19448	037900	100-5601-56101-				119.85	
	19450	037910	100-5601-56101-				119.85	
	19454	037934	100-5601-56101-				119.85	
8006186	06/11/2026	PRINTED	025392	AGRISERVE PEST CONTROL IN	420.00			
	19796	121773	601-5301-56999-				420.00	
8006187	06/11/2026	PRINTED	000539	AIR SOURCE INDUSTRIES	1,816.40			
	19704	00985359	225-3122-53101-				179.77	
	19704	00985359	225-3215-53101-				179.78	
	19705	00986147	225-3122-53101-				245.05	
	19705	00986147	225-3215-53101-				245.05	
	19707	00986225	225-3122-53101-				254.38	
	19707	00986225	225-3215-53101-				254.37	
	19708	00985864	225-3122-53101-				77.20	
	19708	00985864	225-3215-53101-				77.20	
	19709	00986220	225-3122-53101-				151.80	
	19709	00986220	225-3215-53101-				151.80	
8006188	06/11/2026	PRINTED	001244	AIRGAS USA LLC	3,866.07			
	19755	9172228138	100-0000-15201-				3,866.07	
8006189	06/11/2026	PRINTED	020629	ALERT 360	56.70			
	19681	17320741	100-5601-56999-				56.70	
8006190	06/11/2026	PRINTED	020698	ALL CITY MANAGEMENT SERVI	22,977.20			
	19671	ps-inv106493	100-4141-55999-				22,977.20	
8006191	06/11/2026	PRINTED	025390	AMERICAN SCISSOR LIFT	474.80			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19676		493273	100-5401-56301-			474.80	
8006192	06/11/2026	PRINTED	019520	ANSWER CALIFORNIA	763.06			
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	19619	000040-473-971		600-5802-55999-			763.06	
8006193	06/11/2026	PRINTED	018847	AON RISK INSURANCE SVCS W	14,444.17			
	19385	8200000398882		730-1306-50201-			14,444.17	
8006194	06/11/2026	PRINTED	011254	ARC DOCUMENT SOLUTIONS LL	39.16			
	19741	13130693		263-5101-87102-			39.16	
8006195	06/11/2026	PRINTED	001147	ARCHIE'S TOWING	107.50			
	19568	269375		100-5401-56999-			107.50	
8006196	06/11/2026	PRINTED	001722	ASHMORE CONSTRUCTION	7,957.00			
	19792	2026-4727		100-7203-56101-			7,957.00	
8006197	06/11/2026	PRINTED	020160	BRYCE AYRES	377.10			
	19878	03/16-27/2026RB		100-4011-57101-			377.10	
8006198	06/11/2026	PRINTED	020373	KELLY BANDERAS	76.46			
	19726	04/29/2026RB		100-4011-57101-			38.23	
	19730	04/30/2026RB		100-4011-57101-			38.23	
8006199	06/11/2026	PRINTED	025453	SHANE BRADLEY	150.00			
	19771	5-1 CLASS E RB		100-3011-53102-			150.00	
8006200	06/11/2026	PRINTED	002313	BURRO CANYON SHOOTING PAR	100.00			
	19617	3846		100-4011-57101-			100.00	
8006201	06/11/2026	PRINTED	016378	C3 OFFICE SOLUTIONS LLC	6,910.73			
	19822	INV220135		100-1601-56999-			38.01	
	19835	INV220493		100-1601-56999-			6,872.72	
8006202	06/11/2026	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,506.59			
	19377	595601		100-0000-15203-			411.62	
	19569	595598		100-0000-15203-			223.43	
	19570	595895		100-0000-15203-			59.04	
	19572	596147		100-0000-15203-			47.33	
	19574	596607		100-0000-15203-			31.29	
	19575	597983		100-0000-15203-			261.09	
	19772	598632		100-0000-15203-			114.22	
	19773	600387		100-0000-15203-			895.91	
	19880	CM576507		100-0000-15203-			-19.40	
	19881	CM576221		100-0000-15203-			-19.40	
	19882	CM576119		100-0000-15203-			-38.79	
	19883	CM574689		100-0000-15203-			-253.55	
	19884	CM574416		100-0000-15203-			-206.20	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006203	06/11/2026	PRINTED	000069	CALIFORNIA FORENSIC PHLEB	5,740.00			
	DOC	INVOICE NO		ACCOUNT		AMOUNT		
	19618	3243		100-4011-55000-		5,740.00		
8006204	06/11/2026	PRINTED	019138	CALIFORNIA WATERS DEVELOP	741.00			
	19426	26761		100-7203-56999-		741.00		
8006205	06/11/2026	PRINTED	020944	CENTRALSQUARE TECHNOLOGIE	23,497.50			
	19650	465213		790-4011-80101-		23,497.50		
8006206	06/11/2026	PRINTED	018974	CHARTER COMMUNICATIONS	2,322.46			
	19677	189065501060126		100-3011-56201-		46.03		
	19679	189065401060126		100-3011-56201-		270.72		
	19680	188991501060126		100-3011-56201-		270.72		
	19682	189065601060126		100-3011-56201-		690.00		
	19770	114973901051426		100-1601-56201-		144.99		
	19774	189064601051426		100-1601-56201-		900.00		
8006207	06/11/2026	PRINTED	001530	CHATTEL INC	46,884.79			
	19620	2602-ORG04		100-6001-55999-		4,929.50		
	19621	2603-ORG04		100-6001-55999-		10,114.29		
	19622	2604-ORG04		100-6001-55999-		15,377.00		
	19623	2601-ORG03		100-6102-55999-		4,044.50		
	19624	2602-ORG03		100-6102-55999-		3,144.50		
	19625	2603-ORG03		100-6102-55999-		3,859.00		
	19626	2604-ORG03		100-6102-55999-		5,416.00		
8006208	06/11/2026	PRINTED	001011	WEX BANK	557.83			
	19655	113087129		100-4133-53299-		557.83		
8006209	06/11/2026	PRINTED	003595	CINTAS CORPORATION NO 2	178.24			
	19429	4270652207		100-7203-56107-		178.24		
8006210	06/11/2026	PRINTED	019162	CINTAS	136.28			
	19787	4271332724		100-5401-56107-		136.28		
8006211	06/11/2026	PRINTED	025452	MILTON CREWS CLARK	3.30			
	19861	060226RB MCLARK		100-4213-48999-		3.30		
8006212	06/11/2026	PRINTED	001881	CAREY CLUBB	150.00			
	19748	5-29 CLASS E RB		100-3011-53102-		150.00		
8006213	06/11/2026	PRINTED	019161	JENNIFER CONNALLY	67.91			
	19361	03/30-01/2026RB		100-1502-57101-		67.91		
8006214	06/11/2026	PRINTED	020863	CREATIVE SERVICES OF NEW	1,233.95			
	19860	C26-31108		100-4011-55103-		1,233.95		
8006215	06/11/2026	PRINTED	025015	DEARK E & C INC	144,544.26			
	19597	DEARK 9		510-7201-84101-		152,151.85		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006216	06/11/2026	PRINTED	025398	JANICE DHILLON	38.23			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	19724	04/28/2026RB		100-4011-57101-				38.23
8006217	06/11/2026	PRINTED	014203	DIVERSIFIED THERMAL SERVI	4,764.00			
	19656	S407557		100-5601-56101-				4,764.00
8006218	06/11/2026	PRINTED	018518	DON'S DRAPERY SERVICE INC	4,587.54			
	19637	8997		100-1842-55999-				4,587.54
8006219	06/11/2026	PRINTED	019997	DORMAKABA USA INC	1,024.29			
	19692	849889		100-5601-56101-				1,024.29
8006220	06/11/2026	PRINTED	017762	DAVID WILSON'S VILLA FORD	462.91			
	19585	041622		100-0000-15203-				164.32
	19586	041701		100-0000-15203-				42.67
	19795	042023		100-0000-15203-				255.92
8006221	06/11/2026	PRINTED	002741	EMERGENCY RESPONSE CRIME	750.00			
	19862	OP2026-366		100-4011-55000-				750.00
8006222	06/11/2026	PRINTED	013913	ANDREW EVANS	85.15			
	19641	04/22-23/2026RB		100-4011-57101-				85.15
8006223	06/11/2026	PRINTED	012214	FAIR HOUSING FOUNDATION	5,984.63			
	19499	67		310-6410-55999-				5,984.63
8006224	06/11/2026	PRINTED	025305	FARWEST CORROSION CONTROL	87,007.76			
	19638	0029956-IN		600-5803-85106-				91,587.12
8006225	06/11/2026	PRINTED	002198	GALLS LLC	465.57			
	19661	035235086		100-4011-53102-				155.93
	19662	035235129		100-4011-53102-				6.89
	19664	035235196		100-4011-53102-				170.23
	19665	035235197		100-4011-53102-				13.20
	19666	035280860		100-4011-53102-				119.32
8006226	06/11/2026	PRINTED	025308	GC SYSTEMS INC	3,818.49			
	19560	INV16503		100-5601-56999-				3,818.49
8006227	06/11/2026	PRINTED	019436	HASA INC	8,192.77			
	19432	1125648		100-7203-53201-				772.36
	19432	1125648		100-7203-56999-				7,420.41
8006228	06/11/2026	PRINTED	001390	HDL COREN & CONE	6,134.10			
	19874	SIN062656		100-0000-55999-				6,134.10
8006229	06/11/2026	PRINTED	020279	JOHANTHAN HERNANDEZ	457.20			
	19734	05/04-08/2026RB		100-4011-57101-				457.20

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006230	06/11/2026	PRINTED	000175	HI-STANDARD AUTOMOTIVE	692.36			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	19563	30692	100-0000-15203-			692.36		
8006231	06/11/2026	PRINTED	004358	HILLTOP ALARMS INC	415.00			
	19654	52367	100-5601-56101-			415.00		
8006232	06/11/2026	PRINTED	025430	HKS CONSTRUCTION CORP	4,550.00			
	19601	100106	100-5001-56101-			4,550.00		
8006233	06/11/2026	PRINTED	009564	INFOSEND INC	13,169.01			
	19781	309233	100-1842-55104-			2,563.81		
	19783	309231	600-1843-55104-			10,605.20		
8006234	06/11/2026	PRINTED	012820	INLAND KENWORTH US INC	3,856.37			
	19582	XA532011567.01	100-0000-15203-			1,988.30		
	19739	XA532012056.01	100-0000-15203-			1,868.07		
8006235	06/11/2026	PRINTED	008325	PEOPLESPACE	20,950.00			
	19657	INV115509	454-4011-80101-			20,950.00		
8006236	06/11/2026	PRINTED	017338	INTRATEK COMPUTER INC	20,693.66			
	19784	20260188	100-1601-55999-			20,693.66		
8006237	06/11/2026	PRINTED	001828	IRV SEAVER MOTORCYCLES	2,439.07			
	19576	20261053	100-5401-56999-			363.93		
	19608	92592733	100-4011-53102-			161.61		
	19611	92592734	100-4011-53102-			161.61		
	19761	20260975	100-5401-56999-			94.72		
	19762	20261080	100-5401-56999-			1,150.84		
	19876	92592859	100-4011-53102-			129.25		
	19877	92592878	100-4011-53102-			377.11		
8006238	06/11/2026	PRINTED	020475	JOE MAR POLYGRAPH	250.00			
	19765	25-056-OPD REISSUED	100-4011-55000-			250.00		
8006239	06/11/2026	PRINTED	016844	KILTER TERMITE AND PEST C	175.00			
	19365	668291	100-5601-56101-			175.00		
8006240	06/11/2026	PRINTED	000209	L N CURTIS & SONS	25,440.04			
	19713	INV1069167	100-3121-54101-			23,577.09		
	19714	INV1073064	100-3121-54101-			1,862.95		
8006241	06/11/2026	PRINTED	013853	LEVERAGE INFORMATION SYST	1,083.92			
	19809	IN727857	100-1601-56999-			1,083.92		
8006242	06/11/2026	PRINTED	000222	LIFE-ASSIST INC	21,879.33			
	19693	2118687	100-3122-53101-			480.31		
	19693	2118687	225-3122-53101-			6,001.63		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			19693	2118687	225-3215-53101-		293.53	

DOC	INVOICE NO	ACCOUNT	AMOUNT
19694	2119159	100-3122-53101-	45.00
19694	2119159	225-3122-53101-	562.30
19694	2119159	225-3215-53101-	27.50
19697	2122281	100-3122-53101-	572.33
19697	2122281	225-3122-53101-	7,151.30
19697	2122281	225-3215-53101-	349.75
19698	2126743	100-3122-53101-	365.55
19698	2126743	225-3122-53101-	4,567.61
19698	2126743	225-3215-53101-	223.39
19699	2132868	100-3122-53101-	87.84
19699	2132868	225-3122-53101-	1,097.61
19699	2132868	225-3215-53101-	53.68

8006243	06/11/2026	PRINTED	021021	LINEGEAR INC	6,234.41			
	19804		63268	100-3011-53102-			1,011.77	
	19813		63269	100-3011-53102-			521.51	
	19816		63270	100-3011-53102-			322.17	
	19817		63272	100-3011-53102-			711.15	
	19819		63274	100-3011-53102-			323.25	
	19821		63276	100-3011-53102-			635.73	
	19823		63320	100-3011-53102-			506.43	
	19824		63326	100-3011-53102-			521.51	
	19826		63327	100-3011-53102-			598.01	
	19828		63329	100-3011-53102-			231.66	
	19829		63383	100-3011-53102-			235.97	
	19831		63381	100-3011-53102-			615.25	
8006244	06/11/2026	PRINTED	000604	LOS ANGELES TRUCK CENTERS	1,004.75			
	19797		XA211539265.01	100-0000-15203-			1,004.75	
8006245	06/11/2026	PRINTED	002743	CHRISTOPHER LUGO	115.00			
	19647		04/20-24/2026RB	100-4011-57101-			115.00	
8006246	06/11/2026	PRINTED	025442	M&Y PERSONAL INJURY LAWYE	60,000.00			
	19889		030725 - ARNOLD	731-1306-50203-			60,000.00	
8006247	06/11/2026	PRINTED	002731	JOHN MANCINI	182.71			
	19672		05/03-05/2026RB	360-4011-57101-			182.71	
8006248	06/11/2026	PRINTED	000250	MC MASTER-CARR SUPPLY CO	554.93			
	19782		65881891	100-3122-53101-			256.20	
	19785		65970615	100-3122-53101-			298.73	
8006249	06/11/2026	PRINTED	020970	MEMON ORGANIZATION OF CAL	1,100.00			
	19571		March 2026 event	100-0000-20105-			1,100.00	
8006250	06/11/2026	PRINTED	001533	MERCHANTS BUILDING MAINTE	50,983.37			
	19439		975883	100-7203-56999-			25,236.31	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19440		975950	100-7203-56999-			25,747.06	
8006251	06/11/2026	PRINTED	001867	MISSION LINEN SUPPLY	2,323.61			
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	19684	05/31/26 STMT 134334	100-3121-56107-				343.29	
	19685	05/31/26 STMT 134351	100-3121-56107-				253.12	
	19686	05/31/26 STMT 134315	100-3121-56107-				284.90	
	19687	05/31/26 STMT 134168	100-3121-56107-				224.70	
	19688	05/31/26 STMT 134329	100-3121-56107-				212.50	
	19689	05/31/26 STMT 217880	100-3121-56107-				579.60	
	19690	05/31/26 STMT 134170	100-3121-56107-				219.90	
	19691	05/31/26 STMT 134988	100-3121-56107-				205.60	
8006252	06/11/2026	PRINTED	000793	MITSUBISHI ELECTRIC US IN	674.54			
	19683	568459	100-5601-56999-				674.54	
8006253	06/11/2026	PRINTED	020752	MAGNA LEGAL SERVICES	2,173.42			
	19587	15580169	731-1301-55102-				330.45	
	19588	15580267	731-1301-55102-				190.50	
	19589	15580330	731-1301-55102-				204.20	
	19590	15580506	731-1301-55102-				214.35	
	19591	15580818	731-1301-55102-				530.24	
	19592	15580868	731-1301-55102-				226.69	
	19593	15643747	731-1301-55102-				219.70	
	19743	15580448	731-1301-55102-				257.29	
8006254	06/11/2026	PRINTED	020688	SOUTHERN CALIFORNIA NEWS	3,302.68			
	19630	5/7thru5/28/26	100-1502-55103-				1,767.41	
	19740	643420	263-5101-87102-				944.78	
	19740	643420	550-5101-87102-				590.49	
8006255	06/11/2026	PRINTED	016327	MULTI W SYSTEMS INC	1,913.28			
	19286	32630669	601-5301-56999-				1,913.28	
8006256	06/11/2026	PRINTED	001987	NIEVES LANDSCAPE LLC	35,580.13			
	19695	84911	100-5501-56103-				14,661.14	
	19696	84913	263-5201-56103-				7,040.87	
	19701	84806	293-5501-56103-				1,548.39	
	19703	84788	294-5501-56103-				4,364.63	
	19710	84912	100-5501-56103-				1,939.76	
	19711	84914	600-5501-56103-				5,456.51	
	19712	84971	600-5501-56103-				164.77	
	19715	84972	100-5501-56103-				404.06	
8006257	06/11/2026	PRINTED	019237	EDINGER URGENT CARE MEDIC	524.00			
	19540	00089301-00	100-1401-55101-				524.00	
8006258	06/11/2026	PRINTED	001376	DANIEL NORMAN	600.50			
	19579	IDR 051126	730-1306-50299-				600.50	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006259	06/11/2026	PRINTED	020518	AARON MAGDALENO OC MODEL	500.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	19573	March 2026 event	100-0000-20105-			500.00		
8006260	06/11/2026	PRINTED	017842	OMEGA INDUSTRIAL SUPPLY I	516.92			
	19719	168497	100-5601-56999-			516.92		
8006261	06/11/2026	PRINTED	099995	ADRIAN TREMBLAY	40.00			
	19847	O2408439	100-0000-20108-			40.00		
8006262	06/11/2026	PRINTED	099995	BLUE CROSS	2,703.34			
	19840	O2500861	100-0000-20108-			2,703.34		
8006263	06/11/2026	PRINTED	099995	CAROLINE MONTANA	114.22			
	19849	O2500225	100-0000-20108-			114.22		
8006264	06/11/2026	PRINTED	099995	CIGNA	62.79			
	19838	O2505035	100-0000-20108-			62.79		
8006265	06/11/2026	PRINTED	099995	DEPARTMENT OF VETERANS AF	2,448.82			
	19850	O2316111	100-0000-20108-			2,448.82		
8006266	06/11/2026	PRINTED	099995	ROY BULLOCK	438.53			
	19848	O2414048	100-0000-20108-			438.53		
8006267	06/11/2026	PRINTED	099995	THE COOK FAMILY TRUST	83.22			
	19843	O2500208	100-0000-20108-			83.22		
8006268	06/11/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	336.46			
	19752	STTM004037	100-3121-56201-			336.46		
8006269	06/11/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	17,706.33			
	19863	SH74273	100-4134-55000-			17,706.33		
8006270	06/11/2026	PRINTED	000347	ORANGE COUNTY TAX COLLECT	15,792.02			
	19830	039-170-01.00	100-0000-50302-			15,792.02		
8006271	06/11/2026	PRINTED	001406	ORANGE COUNTY TREASURER	793.35			
	19836	PS534	100-4011-55104-			793.35		
8006272	06/11/2026	PRINTED	001069	PARKHOUSE TIRE INC	2,409.88			
	19815	1020306410	100-0000-15203-			2,409.88		
8006273	06/11/2026	PRINTED	001069	PARKHOUSE TIRE INC	627.97			
	19806	1020306353	100-0000-15203-			344.48		
	19807	1020306421	100-0000-15203-			283.49		
8006274	06/11/2026	PRINTED	019060	PARTS AUTHORITY LLC	3,000.91			
	19562	May Stmt 2026	100-0000-15203-			3,000.91		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006275	06/11/2026	PRINTED	018035	YASH PATEL	69.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	19644	04/08-10/2026RB	100-4011-57101-			69.00		
8006276	06/11/2026	PRINTED	000314	PETE'S ROAD SERVICE INC	1,692.72			
	19567	26-0910732-00	100-0000-15203-			1,692.72		
8006277	06/11/2026	PRINTED	019534	PVP COMMUNICATIONS	2,553.89			
	19505	138371	450-4141-53102-			1,883.47		
	19864	138459	450-4141-53102-			670.42		
8006278	06/11/2026	PRINTED	016080	RAPIDS EXPRESS ORANGE, LP	762.00			
	19764	225	100-5401-56999-			762.00		
8006279	06/11/2026	PRINTED	017584	LEXISNEXIS	1,566.00			
	19747	3096477894	100-1301-55105-			1,566.00		
8006280	06/11/2026	PRINTED	020543	RENEWELL FLEET SERVICE LL	798.95			
	19566	11235	100-5401-56999-			798.95		
8006281	06/11/2026	PRINTED	009419	RHA LANDSCAPE ARCHITECTS	720.00			
	19629	123136	100-5001-55999-			720.00		
8006282	06/11/2026	PRINTED	025246	KYLE RIGNEY	6,450.00			
	19437	535	100-7203-56101-			6,450.00		
8006283	06/11/2026	PRINTED	007084	ROADLINE PRODUCTS INC USA	1,210.03			
	19803	22875	100-5201-53201-			1,210.03		
8006284	06/11/2026	PRINTED	018613	SAGECREST PLANNING&ENVIRO	12,880.00			
	19870	5725	100-6103-55101-			110.00		
	19875	5727	100-6103-55101-			8,740.00		
	19879	5776	100-6103-55101-			100.00		
	19886	5775	100-6103-55101-			3,930.00		
8006285	06/11/2026	PRINTED	002298	SANTA ANA COLLEGE	3,059.00			
	19614	73934	100-4011-57101-			2,714.00		
	19615	73933	100-4011-57101-			345.00		
8006286	06/11/2026	PRINTED	000372	SELMAN CHEVROLET CO	160.27			
	19559	661199	100-0000-15203-			160.27		
8006287	06/11/2026	PRINTED	007856	SIDEPATH INC	9,872.02			
	19858	26724	100-1601-55999-			1,237.50		
	19908	26708	100-1601-56999-			4,317.26		
	19909	26707	100-1601-56999-			4,317.26		
8006288	06/11/2026	PRINTED	020300	SIGNAL HILL AUTO ENTERPRI	5,385.35			
	19753	168575	100-0000-15201-			4,889.70		
	19754	168575-01	100-0000-15201-			495.65		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006289	06/11/2026	PRINTED	019111	SOS SURVIVAL PRODUCTS INC	1,018.24			
	DOC	INVOICE NO		ACCOUNT		AMOUNT		
	19769	884054		100-3112-53199-		34.97		
	19769	884054		100-3112-53199-		983.27		
8006290	06/11/2026	PRINTED	016802	SOUTHERN CALIFORNIA SHRED	130.00			
	19409	307459		100-4011-55999-		130.00		
8006291	06/11/2026	PRINTED	000386	SOUTHERN COUNTIES OIL CO	4,438.55			
	19766	IN-0000367481		100-0000-15205-		4,438.55		
8006292	06/11/2026	PRINTED	020235	SOUTHERN TIRE MART LLC	565.15			
	19776	7090068200		100-0000-15203-		565.15		
8006293	06/11/2026	PRINTED	001197	STATE OF CALIFORNIA	225.00			
	19673	E2285906SN		100-5601-56101-		225.00		
8006294	06/11/2026	PRINTED	001303	SUNRISE MULTISPECIALIST M	5,322.00			
	19725	00206451-00		100-3011-55101-		1,219.00		
	19727	00208639-00		100-3011-55101-		1,127.00		
	19728	00208803-00		100-3011-55101-		321.00		
	19731	00208819-00		100-3011-55101-		651.00		
	19732	00208985-00		100-3011-55101-		717.00		
	19750	00209047-00		100-3011-55101-		921.00		
	19833	00209120-00		100-3011-55101-		311.00		
	19891	00206441-00		731-1306-55999-		55.00		
8006295	06/11/2026	PRINTED	001619	TERMINIX PROCESSING CENTE	928.00			
	19733	472590804		100-3121-56101-		121.00		
	19735	472590805		100-3121-56101-		114.00		
	19737	472590806		100-3121-56101-		101.00		
	19738	472590807		100-3121-56101-		104.00		
	19742	472590808		100-3121-56101-		100.00		
	19744	472590809		100-3121-56101-		145.00		
	19745	472590810		100-3121-56101-		119.00		
	19746	472590811		100-3121-56101-		124.00		
8006296	06/11/2026	PRINTED	019329	TESS ELECTRIC INC	3,901.70			
	19346	1781		600-5802-56102-		3,901.70		
8006297	06/11/2026	PRINTED	025311	TOUCHSOURCE LLC	37,220.01			
	19674	67011		200-0000-56999-		37,220.01		
8006298	06/11/2026	PRINTED	017152	TRIPEPI SMITH AND ASSOCIA	3,533.00			
	19470	17243		100-5001-55999-		3,533.00		
8006299	06/11/2026	PRINTED	020607	JANET TRUJILLO	38.23			
	19896	04/28/2026RB		100-4011-57101-		38.23		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006300	06/11/2026	PRINTED	002977	TYLER TECHNOLOGIES INC	316,634.00			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19397	045-561915	600-1843-80201-	76,461.14
19397	045-561915	790-1601-80299-	232,972.86
19788	045-564710	600-1843-80201-	395.36
19788	045-564710	790-1601-80299-	1,204.64
19791	045-565385	600-1843-80201-	1,383.76
19791	045-565385	790-1601-80299-	4,216.24

8006301	06/11/2026	PRINTED	001480	U S BANK	2,500.00			
	19853		8052004	877-0000-10450-				2,500.00
8006302	06/11/2026	PRINTED	001563	ULINE	3,755.68			
	19669		208285995	100-4134-53199-				839.07
	19763		208243531	100-0000-15201-				2,916.61
8006303	06/11/2026	PRINTED	019230	UNITED RENTALS INC	680.86			
	19546		262918516-001	263-5201-53201-				333.16
	19720		263211344-001	263-5201-53201-				347.70
8006304	06/11/2026	PRINTED	025388	URBAN ARENA INC	8,000.00			
	19602		29053	100-5001-55999-				3,800.00
	19603		29054	100-5001-55999-				4,200.00
8006305	06/11/2026	PRINTED	000551	V & V MANUFACTURING INC	373.31			
	19899		64666	100-4011-53102-				373.31
8006306	06/11/2026	PRINTED	020534	EXPERT AUTO GLASS	570.00			
	19578		22208	100-5401-56999-				570.00
8006307	06/11/2026	PRINTED	001845	VERIZON WIRELESS	116.46			
	19852		6144724727	731-1306-56201-				116.46
8006308	06/11/2026	PRINTED	009050	VULCAN MATERIALS CO	2,591.90			
	19554		6583814	263-5201-53201-				512.97
	19555		6536678	263-5201-53201-				1,299.00
	19556		6583164	263-5201-53201-				779.93
8006309	06/11/2026	PRINTED	001267	WE DO GRAPHICS INC	1,239.13			
	19756		217128	600-5802-55103-				1,239.13
8006310	06/11/2026	PRINTED	025337	WELLS FARGO BANK N.A.	1,165.95			
	19767		5038723058	100-1601-56301-				585.22
	19767		5038723058	100-2101-56301-				580.73
8006311	06/11/2026	PRINTED	000440	WEST COAST SAND & GRAVEL	1,813.05			
	19631		964577	600-5803-81999-				1,813.05
8006312	06/11/2026	PRINTED	016092	WINZER CORPORATION	305.93			
	19584		3943123	100-0000-15203-				305.93

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006313	06/11/2026	PRINTED	001759	WITTMAN ENTERPRISES LLC	35,796.96			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19820	202604-C1833	100-3122-47301-	13,960.82
19820	202604-C1833	225-3215-47301-	21,836.14

8006314	06/11/2026	PRINTED	002801	YO FIRE SUPPLIES	5,072.61			
	19760		1038636-03	600-5803-81999-				1,774.63
	19775		1039493	600-5803-81999-				391.46
	19777		1039707	600-5803-80101-				2,892.22
	19777		1039707	600-5803-81999-				5,400.18
	19868		CM1038762	600-5803-81999-				-5,385.88
8006315	06/11/2026	PRINTED	001153	ZOLL MEDICAL CORPORATION	515.58			
	19721		4497564	225-3122-53101-				376.13
	19721		4497564	400-3122-80101-				139.45
			136 CHECKS	CASH ACCOUNT TOTAL	2,283,511.44	3,960.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
136 CHECKS	FINAL TOTAL	2,283,511.44	3,960.00

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0369

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 06/11/26 2 of 4 reports for 07/14/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123	Date: 06-11-2026

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Tiffany Dang Key: 255ce3af4128a3a50bd1b4b009bc5bbc Tiffany Dang, Finance	06-11-2026 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad Hildenbrand, City Manager	06-29-2026 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	06-29-2026 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
42426	06/17/2026	WIRE	004255	US BANK NATIONAL ASSOC ND	23,404.72			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19535	2026/4-4000	100-4011-53102-	601.25
19535	2026/4-4000	100-4011-53199-	597.51
19535	2026/4-4000	100-4011-55999-	518.77
19535	2026/4-4000	100-4011-56201-	169.99
19535	2026/4-4000	100-4121-53199-	402.11
19535	2026/4-4000	100-4134-53199-	1,151.48
19535	2026/4-4000	100-4141-53199-	870.92
19535	2026/4-4000	100-4213-53101-	301.66
19535	2026/4-4000	100-4011-57101-	598.00
19535	2026/4-4000	100-4011-57101-	425.00
19535	2026/4-4000	100-4011-57101-	4,911.17
19535	2026/4-4000	355-4132-57101-	4,676.00
19535	2026/4-4000	360-4011-57101-	8,180.86

61626	06/16/2026	WIRE	000384	SOUTHERN CALIF EDISON CO-	87,349.33			
	20548	06/16/26		100-0000-56205-		87,290.73		
	20548	06/16/26		601-5301-56205-		58.60		
8006316	06/18/2026	PRINTED	013658	ABBA TERMITE AND PEST CON	440.00			
	20566	036580		600-5802-55999-		110.00		
	20567	036578		600-5802-55999-		110.00		
	20640	036485		600-5802-55999-		110.00		
	20666	036492		601-5301-56999-		110.00		
8006317	06/18/2026	PRINTED	020723	ALEXANDRA ABIERTAS	361.20			
	19977	Spring payment 2		100-7101-55999-		259.20		
	19978	Spring payment 3		100-7101-55999-		102.00		
8006318	06/18/2026	PRINTED	011584	ACE 5ON5 LLC	1,014.00			
	19789	0000336		100-7101-55000-		1,014.00		
8006319	06/18/2026	PRINTED	018555	AGA ENGINEERS INC	1,320.00			
	20569	26138-IN		263-5704-87101-		1,320.00		
8006320	06/18/2026	PRINTED	025244	ALL CITIES ENGINEERING IN	68,085.30			
	19825	PP2-25-26.01		601-5101-85101-		71,668.73		
8006321	06/18/2026	PRINTED	001029	ALLSTAR FIRE EQUIPMENT IN	8,474.43			
	20596	273166		720-5401-80301-		8,474.43		
8006322	06/18/2026	PRINTED	002689	ANDY GUMP INC	186.37			
	19957	INV1337948		600-5802-53199-		186.37		
8006323	06/18/2026	PRINTED	018244	ARROWHEAD EVALUATION SERV	3,937.50			
	19381	670007-01		730-1306-50299-		3,937.50		
8006324	06/18/2026	PRINTED	002388	AT & T MOBILITY	87.48			
	19999	287303893584061720 26		600-5802-56101-		87.48		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006325	06/18/2026	PRINTED	002217	AT&T	2,680.49			

DOC	INVOICE NO	ACCOUNT	AMOUNT
20692	06/04/2026	100-1502-55999-	32.52
20692	06/04/2026	100-3011-56201-	32.52
20692	06/04/2026	100-5601-56101-	32.52
20692	06/04/2026	100-5601-56999-	513.26
20692	06/04/2026	100-1601-56201-	2,069.67

8006326	06/18/2026	PRINTED	005378	AUTO ZONE	96.88			
	20046	05942740592		100-0000-15203-				96.88
8006327	06/18/2026	PRINTED	020160	BRYCE AYRES	76.83			
	19872	05/04-06/2026RB		100-4011-57101-				76.83
8006328	06/18/2026	PRINTED	001014	B & M LAWN & GARDEN CENTE	108.57			
	20648	725385		270-5201-53299-				108.57
8006329	06/18/2026	PRINTED	020686	BARRERA, EFREN	117.60			
	19976	Spring payment 2		100-7101-55999-				117.60
8006330	06/18/2026	PRINTED	018695	BATTERY SYSTEMS INC	363.55			
	20642	34632606170931		600-5802-56101-				363.55
8006331	06/18/2026	PRINTED	018940	BECS PACIFIC LTD	2,853.50			
	19919	W000005503		100-0000-15203-				2,853.50
8006332	06/18/2026	PRINTED	018258	BENDER READY MIX INC	1,745.55			
	19937	205160		263-5201-53201-				1,745.55
8006333	06/18/2026	PRINTED	020961	BEST DRILLING AND PUMP IN	83,828.95			
	20080	4939		600-5802-85107-				88,241.00
8006334	06/18/2026	PRINTED	010110	BIBLIOTHECA	4,422.94			
	19987	INV-US86264		100-2102-80101-				4,422.94
8006335	06/18/2026	PRINTED	020690	BIO AQUATICS LAKE MANAGEM	3,183.00			
	19794	41693		100-7203-56999-				3,183.00
8006336	06/18/2026	PRINTED	014959	BPS TACTICAL INC	8,452.99			
	19648	26021051		454-4011-53102-				5,559.90
	19649	26021050		454-4011-53102-				2,893.09
8006337	06/18/2026	PRINTED	019362	BSN SPORTS LLC	2,847.49			
	19798	934298566		100-7203-53101-				2,847.49
8006338	06/18/2026	PRINTED	017415	BUCKNAM INFRASTRUCTURE GR	15,903.52			
	20556	363-02.04		287-5704-87101-				15,903.52
8006339	06/18/2026	PRINTED	002011	BURTONS FIRE INC	5,740.20			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19950	S71720	100-0000-15203-		5,193.90		
	DOC	INVOICE NO	ACCOUNT		AMOUNT		
	19951	S72034	100-0000-15203-		546.30		
8006340	06/18/2026	PRINTED	001624 C WELLS PIPELINE MATERIAL	7,003.75			
	20641	SINV26-3212	600-5803-81999-		7,003.75		
8006341	06/18/2026	PRINTED	017952 CAL-STATE AUTO PARTS INC	1,243.25			
	19952	601989	100-0000-15203-		278.90		
	20074	602371	100-0000-15203-		115.17		
	20075	602786	100-0000-15203-		516.38		
	20076	603294	100-0000-15203-		255.76		
	20578	604629	100-0000-15203-		77.04		
8006342	06/18/2026	PRINTED	001788 CALIFORNIA GYMNASTICS	812.00			
	19963	Spring Payment 2	100-7101-55999-		812.00		
8006343	06/18/2026	PRINTED	025451 ZEKE CARREON	1,259.11			
	19639	04/07-10/2026RB	600-1843-57101-		1,259.11		
8006344	06/18/2026	PRINTED	008463 CELLEBRITE INC	1,131.38			
	19859	INVUS299491	100-4131-53202-		1,131.38		
8006345	06/18/2026	PRINTED	016302 CHALLENGE SPORTS CORP	1,260.00			
	19971	Spring payment 2	100-7101-55999-		1,260.00		
8006346	06/18/2026	PRINTED	010035 JOSEPH CHAVEZ	250.00			
	20088	6-16 CA EMSA RENEWAL	225-3122-57104-		250.00		
8006347	06/18/2026	PRINTED	003595 CINTAS CORPORATION NO 2	235.77			
	19802	4271323550	100-7203-56107-		177.28		
	20011	4266721696	100-7001-54101-		58.49		
8006348	06/18/2026	PRINTED	019162 CINTAS	136.28			
	20041	4272151352	100-5401-56107-		136.28		
8006349	06/18/2026	PRINTED	014873 CIVICPLUS LLC	610.67			
	19805	375051	100-7101-55999-		610.67		
8006350	06/18/2026	PRINTED	020178 COLANTUONO HIGHSMITH AND	1,053.00			
	19890	70999	100-1301-55102-		1,053.00		
8006351	06/18/2026	PRINTED	008775 COLLINS, CHRISTINE	918.00			
	19967	Spring payment 2	100-7101-55999-		918.00		
8006352	06/18/2026	PRINTED	019064 JOHN COLLINS	500.00			
	20016	PROFDEV25/26	100-1401-57102-		500.00		
8006353	06/18/2026	PRINTED	001749 CORRPRO COMPANIES INC	3,764.00			
	19958	829621	600-5803-85106-		3,764.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006354	06/18/2026	PRINTED	025411	COUNTY OF ORANGE	1.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
19759	SART Katella Segment	510-7201-84101-				1.00		
8006355	06/18/2026	PRINTED	016793	CROWN CASTLE FIBER LLC	2,400.00			
19780	2159264	100-1601-56201-				2,400.00		
8006356	06/18/2026	PRINTED	000985	CUMMINS SALES AND SERVICE	10,868.61			
19924	X4-260696785	100-0000-15203-				10,868.61		
8006357	06/18/2026	PRINTED	012114	DANIELS TIRE SERVICE	3,415.36			
20560	200572627	100-0000-15203-				2,861.08		
20561	200572628	100-0000-15203-				554.28		
8006358	06/18/2026	PRINTED	003383	MICHAEL DEWALSCHE	150.00			
20086	6-11 CLASS E RB	100-3011-53102-				150.00		
8006359	06/18/2026	PRINTED	000608	WESTRUX INTERNATIONAL	1,152.05			
20018	01P256276	100-0000-15203-				348.85		
20026	01P256612	100-0000-15203-				714.26		
20034	01P256680	100-0000-15203-				88.94		
8006360	06/18/2026	PRINTED	002199	MICHAEL DIERSING	215.00			
20089	04/19-21/2026RB	100-3121-57101-				215.00		
8006361	06/18/2026	PRINTED	014203	DIVERSIFIED THERMAL SERVI	5,243.00			
19658	S407558	100-5601-56101-				4,525.00		
19659	S407559	100-5601-56101-				418.00		
19660	S414370	100-5601-56101-				300.00		
8006362	06/18/2026	PRINTED	011271	DOERSCHEL AND ASSOCIATES	7,830.00			
19793	128111	100-1601-55999-				2,025.00		
20628	162175	100-1601-55999-				5,805.00		
8006363	06/18/2026	PRINTED	002855	STEVE ELFELT	67.95			
19678	04/23/2026RB	100-4011-57101-				67.95		
8006364	06/18/2026	PRINTED	020653	EXCEL BACKFLOW SERVICE IN	3,180.00			
19946	1260897	100-5803-56101-				3,180.00		
8006365	06/18/2026	PRINTED	001639	FACTORY MOTOR PARTS CO	472.13			
20056	11-2085804	100-0000-15203-				348.51		
20057	11-2085932	100-0000-15203-				123.62		
8006366	06/18/2026	PRINTED	005168	FIRE EXTINGUISHING SAFETY	438.91			
20573	5641	100-3121-56101-				438.91		
8006367	06/18/2026	PRINTED	002198	GALLS LLC	1,637.95			
20058	035295221	100-4011-53102-				404.59		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	20059		035321689	100-4011-53102-			222.23	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	20060	035321753		100-4011-53102-			96.14	
	20061	035334884		100-4011-53102-			102.35	
	20062	035334887		100-4011-53102-			605.64	
	20063	035334902		100-4011-53102-			64.60	
	20064	035309208		454-4011-53102-			134.98	
	20065	035347880		100-4011-53102-			7.42	
8006368	06/18/2026	PRINTED	001126	GENERAL PUMP COMPANY	5,736.00			
	20083	INV00193		600-5802-56102-			5,736.00	
8006369	06/18/2026	PRINTED	002972	GOLDEN WEST COLLEGE	4,489.58			
	20067	RBC177-06		100-4011-57101-			4,489.58	
8006370	06/18/2026	PRINTED	015551	NYKOLO GONZALEZ	515.93			
	19646	05/04-08/2026RB		100-4011-57101-			515.93	
8006371	06/18/2026	PRINTED	004835	H F AND H CONSULTANTS LLC	425.00			
	19945	9723222		100-5001-55999-			425.00	
8006372	06/18/2026	PRINTED	004835	HF & H CONSULTANTS LLC	3,961.25			
	19947	9723225		100-5001-55999-			3,961.25	
8006373	06/18/2026	PRINTED	014632	JAMES HAMMORTREE	1,500.00			
	20019	EDU25/26		100-1401-57102-			1,500.00	
8006374	06/18/2026	PRINTED	015498	LAUREN HASTINGS	633.60			
	19969	Spring payment 2		100-7101-55999-			633.60	
8006375	06/18/2026	PRINTED	016983	DAVID HERNANDEZ	46.00			
	19645	04/20-21/2026RB		100-4011-57101-			46.00	
8006376	06/18/2026	PRINTED	025257	ISAIAS HERRERA	750.00			
	20017	PROFDEV 25/26		100-1401-57102-			750.00	
8006377	06/18/2026	PRINTED	016449	HILL, CLAUDE J	2,164.80			
	19972	Spring payment 2		100-7101-55999-			2,164.80	
8006378	06/18/2026	PRINTED	001513	HINDERLITER, DE LLAMAS &	9,218.73			
	20574	SIN063077-A		100-1801-55999-			2,969.27	
	20592	SIN063077-B		100-0000-40513-			6,249.46	
8006379	06/18/2026	PRINTED	006466	IMPERIAL SPRINKLER SUPPLY	253.22			
	19914	0026317027-001		100-7203-55000-			253.22	
8006380	06/18/2026	PRINTED	009564	INFOSEND INC	10,553.81			
	20599	311146		600-1843-55104-			9,139.29	
	20607	311148		100-1842-55104-			1,414.52	

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FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006381	06/18/2026	PRINTED	012820	INLAND KENWORTH US INC	11,536.28			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	20564	XA532012095.01	100-0000-15203-			11,455.33		
	20565	XA532012676.01	100-0000-15203-			26.25		
	20568	XA532012077.02	100-0000-15203-			27.35		
	20576	XA532012077.03	100-0000-15203-			27.35		
8006382	06/18/2026	PRINTED	001828	IRV SEAVER MOTORCYCLES	3,048.77			
	20557	20261099	100-5401-56999-			921.72		
	20558	20261151	100-5401-56999-			773.57		
	20559	20261172	100-5401-56999-			1,353.48		
8006383	06/18/2026	PRINTED	003842	ITERIS INC	8,540.36			
	19988	190531	287-5703-87101-			336.36		
	19988	190531	550-5703-87101-			2,906.14		
	19988	190531	550-5703-87102-			390.18		
	19989	190444	287-5703-87101-			454.42		
	19989	190444	550-5703-87101-			3,926.14		
	19989	190444	550-5703-87102-			527.12		
8006384	06/18/2026	PRINTED	020475	JOE MAR POLYGRAPH	1,250.00			
	20069	26-011-OPD	100-4011-55000-			1,250.00		
8006385	06/18/2026	PRINTED	017442	JOHN L HUNTER & ASSOCIATE	1,648.00			
	20554	ORA1AUD12603	100-5101-55999-			1,648.00		
8006386	06/18/2026	PRINTED	000199	KENNEDY EQUIPMENT CO INC	260.93			
	19926	79233	600-5802-53199-			58.48		
	19927	79232	600-5802-53199-			202.45		
8006387	06/18/2026	PRINTED	016844	KILTER TERMITE AND PEST C	660.00			
	20002	670115	100-5601-56101-			160.00		
	20004	668587	100-5601-56101-			250.00		
	20008	668935	100-5601-56101-			250.00		
8006388	06/18/2026	PRINTED	014966	MICHELLE KRESAN	125.00			
	20015	PROFDEV25/26	100-1401-57102-			125.00		
8006389	06/18/2026	PRINTED	001849	KUSTOM IMPRINTS	2,749.78			
	19894	53676	100-3011-53102-			1,223.50		
	19895	53677	100-3011-53102-			1,526.28		
8006390	06/18/2026	PRINTED	000209	L N CURTIS & SONS	2,533.94			
	20085	INV1078030	100-3011-53102-			2,533.94		
8006391	06/18/2026	PRINTED	019659	MADISON LANEY	156.38			
	19834	04/13-16/2026RB	100-4011-57101-			156.38		
8006392	06/18/2026	PRINTED	003427	KURT LAWSON	190.50			
	19640	05/03-05/2026RB	360-4011-57101-			190.50		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006393	06/18/2026	PRINTED	020411	CREATE OC	770.00			
	DOC	INVOICE NO	ACCOUNT					AMOUNT
	19975	Spring payment 2	100-7101-55999-					770.00
8006394	06/18/2026	PRINTED	000221	LIEBERT CASSIDY WHITMORE	9,720.00			
	19921	317937	100-1401-55102-					9,720.00
8006395	06/18/2026	PRINTED	021021	LINEGEAR INC	14,294.16			
	20609	63106	100-3121-54101-					759.64
	20614	63171	100-3121-54101-					759.64
	20617	63265	100-3121-54101-					545.22
	20620	63379	100-3121-54101-					828.60
	20624	63448	100-3121-54101-					571.08
	20625	63449	100-3121-54101-					521.51
	20626	63451	100-3121-54101-					587.24
	20627	63452	100-3121-54101-					587.24
	20631	63455	100-3121-54101-					537.67
	20632	63456	100-3121-54101-					759.64
	20636	63521	100-3121-54101-					855.54
	20637	63522	100-3121-54101-					804.89
	20639	63524	100-3121-54101-					627.11
	20655	63531	100-3121-54101-					728.39
	20663	63536	100-3121-54101-					772.57
	20669	63541	100-3121-54101-					530.13
	20670	63542	100-3121-54101-					712.23
	20671	63545	100-3121-54101-					587.24
	20672	63546	100-3121-54101-					798.43
	20678	63553	100-3121-54101-					538.75
	20679	63557	100-3121-54101-					881.40
8006396	06/18/2026	PRINTED	021021	LINEGEAR INC	7,784.34			
	20595	63044	100-3121-54101-					300.62
	20597	63045	100-3121-54101-					321.10
	20600	63054	100-3121-54101-					372.82
	20603	63055	100-3121-54101-					344.80
	20613	63170	100-3121-54101-					463.33
	20619	63267	100-3121-54101-					490.26
	20621	63382	225-3216-53102-					342.65
	20623	63447	100-3121-54101-					334.03
	20633	63520	100-3121-54101-					367.43
	20643	63525	100-3121-54101-					354.50
	20645	63526	100-3121-54101-					366.35
	20646	63527	100-3121-54101-					435.31
	20647	63528	100-3121-54101-					402.99
	20649	63530	100-3121-54101-					377.13
	20660	63533	100-3121-54101-					401.91
	20661	63534	100-3121-54101-					374.97
	20664	63538	100-3121-54101-					414.84
	20665	63539	100-3121-54101-					334.03

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	20668		63540	100-3121-54101-			307.52	

DOC	INVOICE NO	ACCOUNT	AMOUNT
20673	63547	100-3121-54101-	354.50
20676	63550	100-3121-54101-	323.25

8006397	06/18/2026	PRINTED	021021	LINEGEAR INC	2,811.64			
	20598		63046	100-3121-54101-			167.01	
	20605		63056	100-3121-54101-			171.32	
	20615		63173	100-3121-54101-			221.97	
	20616		63264	100-3121-54101-			161.63	
	20618		63266	100-3121-54101-			161.63	
	20622		63445	100-3121-54101-			253.21	
	20629		63454	100-3121-54101-			284.89	
	20638		63523	100-3121-54101-			196.11	
	20658		63532	100-3121-54101-			237.05	
	20662		63535	100-3121-54101-			183.18	
	20674		63548	100-3121-54101-			257.52	
	20675		63549	100-3121-54101-			227.35	
	20677		63551	100-3121-54101-			182.10	
	20680		63109	100-3011-53102-			25.86	
	20681		63529	100-3011-53102-			21.55	
	20682		63064	100-3011-53102-			59.26	
8006398	06/18/2026	PRINTED	025429	LION TOTALCARE INC	655.56			
	20545		300054785	100-3121-56101-			145.56	
	20546		300054911	100-3121-56101-			510.00	
8006399	06/18/2026	PRINTED	001067	ROBERT LOBATO	1,500.00			
	20020		EDU25/26	100-1401-57102-			1,500.00	
8006400	06/18/2026	PRINTED	001092	LUDWIG, DAWNA	1,560.00			
	19962		Spring Payment 2	100-7101-55999-			1,560.00	
8006401	06/18/2026	PRINTED	002743	CHRISTOPHER LUGO	1,025.20			
	19675		05/17-21/2026RB	100-4011-57101-			1,025.20	
8006402	06/18/2026	PRINTED	014850	LYONS SECURITY SERVICE IN	8,335.36			
	19814		41025	100-7203-56999-			8,335.36	
8006403	06/18/2026	PRINTED	000239	MAJOR LEAGUE CONSTRUCTION	4,825.00			
	19839		2072-26	100-7203-56999-			3,620.00	
	19839		2072-26	105-7203-56999-			1,205.00	
8006404	06/18/2026	PRINTED	002661	PANTHER TENNIS	2,860.20			
	19964		Spring payment 2	100-7101-55999-			2,860.20	
8006405	06/18/2026	PRINTED	018342	MARK THOMAS & COMPANY INC	490.00			
	20053		60242	287-5101-87102-			122.50	
	20053		60242	550-5101-87102-			367.50	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006406	06/18/2026	PRINTED	005077	MATTHEW BENDER & CO INC	778.46			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	19749	49469649	100-1301-53101-			778.46		
8006407	06/18/2026	PRINTED	004378	RAFAEL MERCADO	372.63			
	20000	7321	100-5601-56101-			372.63		
8006408	06/18/2026	PRINTED	016212	MILLER, TERRY	2,424.60			
	19970	Spring payment 2	100-7101-55999-			2,424.60		
8006409	06/18/2026	PRINTED	020688	SOUTHERN CALIFORNIA NEWS	664.31			
	20659	0000642425	100-5301-56999-			664.31		
8006410	06/18/2026	PRINTED	018134	MUELLER CO LLC	22,304.25			
	19956	66466590	600-5803-80101-			22,304.25		
8006411	06/18/2026	PRINTED	002619	MUNICIPAL MAINTENANCE EQU	941.56			
	19932	048342	100-0000-15203-			941.56		
8006412	06/18/2026	PRINTED	000909	NATIONAL CONSTRUCTION REN	321.55			
	19841	8167655	100-7203-56301-			321.55		
8006413	06/18/2026	PRINTED	025213	NATIONAL DATA AND SURVEYI	280.00			
	19982	26-010007	287-5704-87101-			280.00		
8006414	06/18/2026	PRINTED	013661	NEXTECH SYSTEMS INC	19,218.10			
	19983	#INV4082	263-5704-87101-			19,218.10		
8006415	06/18/2026	PRINTED	001987	NIEVES LANDSCAPE LLC	30,222.50			
	19700	84865	291-5501-56103-			30,163.01		
	20010	85035	100-5501-56103-			59.49		
8006416	06/18/2026	PRINTED	006717	O C CONSERVATION CORPS	28,193.00			
	19702	05292026-4010-W1	601-5301-55101-			8,503.00		
	19716	05292026-4010-W2	601-5301-55101-			8,909.00		
	19717	06012026-4010-W3	601-5301-55101-			6,834.00		
	19718	06032026-4010-W4	601-5301-55101-			3,947.00		
8006417	06/18/2026	PRINTED	019593	ORANGE CAR WASH INC	332.00			
	20042	052026	100-5401-56999-			332.00		
8006418	06/18/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	2,307.61			
	20070	SH74292	100-4011-56301-			1,104.51		
	20071	STTM004102	100-4011-53299-			1,203.10		
8006419	06/18/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	1,178.72			
	20550	STTM004113	100-3121-56201-			398.33		
	20553	STTM004184	100-3121-56201-			780.39		
8006420	06/18/2026	PRINTED	000096	COUNTY OF ORANGE	1,486.87			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19959		Z2665770	600-5803-56102-			986.37	
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	19960	Z2665732		600-5803-56102-				500.50
8006421	06/18/2026	PRINTED	000300	ORANGE ELDERLY SERVICES I	18,675.00			
	19844	SC June 26 Ops.		100-7104-55999-				18,675.00
8006422	06/18/2026	PRINTED	004193	ORANGE WOODWORKS INC	1,570.00			
	20084	19729		560-3121-83101-				1,570.00
8006423	06/18/2026	PRINTED	013213	O'REILLY AUTO ENTERPRISES	1,825.17			
	20014	May Stmt 2026		100-0000-15203-				1,825.17
8006424	06/18/2026	PRINTED	000570	P J PRINTERS INC	103.11			
	19928	236720		100-5001-53101-				103.11
8006425	06/18/2026	PRINTED	001325	PEST OPTIONS, INC	2,360.00			
	19900	477527		100-7203-56999-				290.00
	19901	477542		100-7203-56999-				290.00
	19902	477708		100-7203-56999-				230.00
	19903	478183		100-7203-56999-				230.00
	19904	478764		100-7203-56999-				225.00
	19905	478783		100-7203-56999-				290.00
	19906	478910		100-7203-56999-				230.00
	19917	478712		100-7203-56999-				285.00
	19918	478768		100-7203-56999-				290.00
8006426	06/18/2026	PRINTED	025129	PETERSON-CHASE GENERAL EN	427,647.82			
	19961	PP1-Bid24-25.23		550-5101-82001-				381,917.98
	19961	PP1-Bid24-25.23		263-5101-82001-				68,237.62
8006427	06/18/2026	PRINTED	000314	PETE'S ROAD SERVICE INC	2,729.45			
	20581	26-0923380-00		100-5401-56999-				301.90
	20585	26-0925085-00		100-5401-56999-				237.12
	20587	26-0925230-00		100-0000-15203-				1,181.03
	20587	26-0925230-00		100-5401-56999-				286.50
	20594	26-0925874-00		100-0000-15203-				328.40
	20594	26-0925874-00		100-5401-56999-				394.50
8006428	06/18/2026	PRINTED	000601	PLACEWORKS INC	58,386.46			
	20068	CRN-09.0-7		105-6102-55101-				4,123.25
	20068	CRN-09.0-7		105-6102-55101-				54,263.21
8006429	06/18/2026	PRINTED	000326	R J NOBLE COMPANY	1,764.96			
	20652	274490		263-5201-53201-				881.40
	20653	274494		263-5201-53201-				883.56
8006430	06/18/2026	PRINTED	014311	TYLER RANDALL	150.00			
	19485	5-31 CLASS E REIMB		100-3011-53102-				150.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006431	06/18/2026	PRINTED	016972	RC EMPIRE ALIGNMENT & AUT	1,252.35			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	20572	5298	731-1306-50290-			1,252.35		
8006432	06/18/2026	PRINTED	025016	RCR TRAFFIC SPECIALIST	1,848.18			
	20650	14701	100-5201-53201-			739.43		
	20651	14612	100-5201-53201-			1,108.75		
8006433	06/18/2026	PRINTED	019246	JACOB REYES	388.59			
	19925	05/03-05/2026RB	360-4011-57101-			388.59		
8006434	06/18/2026	PRINTED	009419	RHA LANDSCAPE ARCHITECTS	2,885.90			
	20005	123168	510-7201-84101-			2,885.90		
8006435	06/18/2026	PRINTED	020509	SARA ROCHA	266.77			
	20030	PROFDEV25/26	100-1401-57102-			266.77		
8006436	06/18/2026	PRINTED	001651	RPW SERVICES INC	4,225.00			
	20006	51132	100-7203-56999-			4,225.00		
8006437	06/18/2026	PRINTED	018597	SAN JUAN, CLYDE	192.00			
	19973	Spring payment 2	100-7101-55999-			192.00		
8006438	06/18/2026	PRINTED	004061	JARED SEMLER	250.00			
	20087	6-15 CA EMSA RENEWAL	225-3122-57104-			250.00		
8006439	06/18/2026	PRINTED	001235	SERRANO WATER DISTRICT	84,265.08			
	19851	188	600-5802-53105-			84,265.08		
8006440	06/18/2026	PRINTED	025071	SIERRA ANALYTICAL LABS IN	3,010.00			
	19930	6F09011-	600-5803-55999-			57.50		
	19931	6F08048-	600-5803-55999-			457.50		
	19933	6F09025-	600-5803-55999-			532.50		
	19934	6F08018-	600-5803-55999-			57.50		
	19935	6F01008	600-5803-55999-			532.50		
	19938	6F08009	600-5803-55999-			457.50		
	19939	6F08033-	600-5803-55999-			457.50		
	19943	6F03031-	600-5803-55999-			457.50		
8006441	06/18/2026	PRINTED	014719	SITEONE LANDSCAPE SUPPLY	2,644.76			
	19444	166851828-001	100-7203-53201-			1,153.93		
	19845	167031427-001	100-7203-53201-			498.48		
	19846	167092535-001	100-7203-53201-			992.35		
8006442	06/18/2026	PRINTED	000376	SMART & FINAL IRIS CO #38	177.01			
	19953	288588	100-0000-15201-			21.98		
	19953	288588	100-0000-15201-			155.03		
8006443	06/18/2026	PRINTED	016994	SOCAL AUTO & TRUCK PARTS	399.29			
	20013	May Stmt 2026	100-0000-15203-			399.29		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006444	06/18/2026	PRINTED	010307	SOUTH COAST LIGHTING & DE	11,157.51			

DOC	INVOICE NO	ACCOUNT	AMOUNT
19980	S505127	500-5704-87102-	1,939.50
20081	S504430	100-7203-54102-	9,218.01

8006445	06/18/2026	PRINTED	000386	SOUTHERN COUNTIES OIL CO	36,406.53			
	19768	IN-0000890962		100-0000-15204-				36,406.53
8006446	06/18/2026	PRINTED	000386	SC FUELS	1,270.82			
	19948	1243729		100-0000-15204-				1,270.82
8006447	06/18/2026	PRINTED	000386	SOUTHERN COUNTIES OIL CO	26,859.66			
	19949	IN-0000371321		100-0000-15205-				1,872.38
	20055	IN-0000372961		100-0000-15204-				11,567.73
	20055	IN-0000372961		100-0000-15205-				5,963.15
	20570	IN-0000374705		100-0000-15205-				5,097.29
	20571	IN-0000375269		100-0000-15205-				2,359.11
8006448	06/18/2026	PRINTED	020829	SP PLUS CORPORATION	54,229.58			
	20073	83559-I1-0526F		100-4141-55999-				54,229.58
8006449	06/18/2026	PRINTED	016366	SPECIALTY TRUCK COLLISION	1,475.29			
	19936	14015		100-5401-56999-				1,475.29
8006450	06/18/2026	PRINTED	004395	STANTEC CONSULTING SERVIC	10,758.40			
	20552	2570916		263-5101-87102-				10,758.40
8006451	06/18/2026	PRINTED	000396	STATE OF CALIF DEPT OF JU	778.00			
	19923	051141		100-1401-55101-				778.00
8006452	06/18/2026	PRINTED	000396	STATE OF CALIF DEPT OF JU	1,284.00			
	20072	049086		100-4011-55999-				1,284.00
8006453	06/18/2026	PRINTED	020665	STENO AGENCY INC	607.60			
	19386	2713647		731-1301-55102-				607.60
8006454	06/18/2026	PRINTED	000520	STRYKER MEDICAL	5,886.79			
	20547	9212567312		100-3122-53101-				463.78
	20547	9212567312		225-3122-53101-				3,740.92
	20547	9212567312		225-3215-53101-				1,682.09
8006455	06/18/2026	PRINTED	001303	SUNRISE MULTISPECIALIST M	1,482.00			
	19893	00209149-00		100-3011-55101-				876.00
	20683	00209430-00		100-3011-55101-				606.00
8006456	06/18/2026	PRINTED	019569	TEMP POWER SYSTEMS	380.00			
	20009	87537		100-7001-56205-				380.00
8006457	06/18/2026	PRINTED	019329	TESS ELECTRIC INC	3,361.63			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	19898	1786	600-5802-56102-			3,361.63	
8006458	06/18/2026	PRINTED	003357 THE RINKS FOUNDATION	441.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT	
	19965	Spring payment 2	100-7101-55999-			441.00	
8006459	06/18/2026	PRINTED	020346 THE WORLD FAMOUS PASCUAL	221.25			
	20066	000091	100-4011-53102-			221.25	
8006460	06/18/2026	PRINTED	016551 TIRE HUB LLC	1,108.57			
	20040	59304207	100-0000-15203-			1,108.57	
8006461	06/18/2026	PRINTED	014251 TRIFYTT SPORTS	917.40			
	19968	Spring payment 2	100-7101-55999-			917.40	
8006462	06/18/2026	PRINTED	017152 TRIPEPI SMITH AND ASSOCIA	1,025.00			
	19944	17265	100-5001-55999-			1,025.00	
8006463	06/18/2026	PRINTED	025193 NICK BARBIERI TRUCKING LL	2,137.04			
	20551	1284097-IN	100-0000-15203-			2,137.04	
8006464	06/18/2026	PRINTED	019458 TUNNELWORKS SERVICES INC	16,500.00			
	19799	2215	601-5301-56999-			16,500.00	
8006465	06/18/2026	PRINTED	019230 UNITED RENTALS INC	345.28			
	19940	263387250-001	263-5201-53201-			345.28	
8006466	06/18/2026	PRINTED	000431 W W GRAINGER INC	479.60			
	19979	9934793721	600-5802-56102-			479.60	
8006467	06/18/2026	PRINTED	002319 WATERLINE TECHNOLOGIES	9,494.83			
	19991	5798283	600-5802-53201-			542.20	
	19992	5798282	600-5802-53201-			529.44	
	19993	5798281	600-5802-53201-			781.40	
	19994	5798280	600-5802-53201-			988.71	
	19995	5798279	600-5802-53201-			459.27	
	19996	5798277	600-5802-53201-			829.24	
	19997	5798276	600-5802-53201-			497.55	
	19998	5798275	600-5802-53201-			318.94	
	20043	5797018	600-5802-53201-			523.06	
	20044	5797021	600-5802-53201-			637.88	
	20045	5797024	600-5802-53201-			401.86	
	20047	5797019	600-5802-53201-			822.87	
	20048	5797015	600-5802-53201-			637.88	
	20050	5797014	600-5802-53201-			937.68	
	20052	5797017	600-5802-53201-			586.85	
8006468	06/18/2026	PRINTED	000439 WEST COAST ARBORISTS INC	181,130.00			
	19723	244325	100-5501-56999-			14,894.00	
	19723	244325	601-5501-56999-			34,278.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		19729	243791	601-5501-56999-			36,890.00	

DOC	INVOICE NO	ACCOUNT	AMOUNT
19941	244918	600-5501-56103-	5,328.00
19942	244919	293-5501-56999-	3,744.00
20656	245033	291-5501-56999-	21,900.00
20667	245032	100-5501-56999-	12,241.00
20667	245032	601-5501-56999-	51,855.00

8006469	06/18/2026	PRINTED	007092	WESTERN STATES CONVERTERS	11,186.95			
	20555		43578	100-5401-56999-			11,186.95	
8006470	06/18/2026	PRINTED	025052	WHITE CAP LP	963.68			
	20654		10023817412	263-5201-53201-			963.68	
8006471	06/18/2026	PRINTED	018330	WILCOX SUPPLY INC	263.61			
	19929		361808-1	100-0000-15203-			263.61	
8006472	06/18/2026	PRINTED	016988	JUDD WILKERSON	120.80			
	19642		05/11-15/2026RB	100-4011-57101-			120.80	
8006473	06/18/2026	PRINTED	025102	JIM WONG	180.00			
	20021		PROFDEV25/26	100-1401-57102-			180.00	
8006474	06/18/2026	PRINTED	019435	EVAN ZEISEL	60.00			
	20023		PROFDEV25/26	100-1401-57102-			60.00	
8006475	06/18/2026	PRINTED	000452	ZUMAR INDUSTRIES INC	1,390.40			
	20657		57244	100-5201-53201-			1,390.40	

162 CHECKS CASH ACCOUNT TOTAL 1,625,857.16 .00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
42326	05/17/2026	WIRE	099999	P-CARD -TRANSACTIONS	86,535.25			

DOC	INVOICE NO	ACCOUNT	AMOUNT
20090	2026/04-0301-1	731-1301-55102-	18.58
20091	2026/04-0301-2	731-1301-55102-	18.58
20092	2026/04-0301-3	731-1301-55102-	18.58
20093	2026/04-0301-4	731-1301-55102-	18.58
20094	2026/04-0301-5	731-1301-55102-	18.58
20095	2026/04-0301-6	100-1301-57103-	5.00
20096	2026/04-0301-7	100-1301-53101-	10.72
20097	2026/04-0301-8	100-1301-53101-	17.23
20098	2026/04-0301-9	100-1301-55105-	19.99
20099	2026/04-0301-10	731-1301-55102-	18.58
20100	2026/04-0401-1	100-1502-56301-	1,000.00
20101	2026/04-0401-2	100-1502-55105-	16.15
20102	2026/04-0401-3	100-1502-53101-	29.57
20103	2026/04-0401-4	100-1502-53101-	38.76
20104	2026/04-0401-5	100-1502-53101-	6.45
20105	2026/04-0401-6	100-1502-53101-	9.69
20106	2026/04-0401-7	100-1502-55105-	14.00
20107	2026/04-0401-8	100-1502-53101-	18.95
20108	2026/04-0401-9	100-1501-50999-	45.51
20109	2026/04-0401-10	100-1502-53101-	18.26
20110	2026/04-0201-1	100-1201-53199-	26.00
20111	2026/04-0201-2	100-1101-53101-	100.87
20112	2026/04-6000-1	310-6410-57101-	35.80
20113	2026/04-6000-2	317-6431-57101-	35.81
20114	2026/04-6000-3	310-6410-57101-	493.85
20115	2026/04-6000-4	317-6431-57101-	493.85
20116	2026/04-6000-5	310-6410-57101-	375.19
20117	2026/04-6000-6	317-6431-57101-	375.19
20118	2026/04-6000-7	232-6401-80201-	31.25
20119	2026/04-6000-8	100-6301-57104-	100.00
20120	2026/04-6000-9	100-6301-57101-	65.00
20121	2026/04-6000-10	100-6301-57101-	110.00
20122	2026/04-6000-11	100-6301-57101-	110.00
20123	2026/04-6000-12	100-6301-57101-	110.00
20124	2026/04-6000-13	100-6301-57101-	110.00
20125	2026/04-6000-14	100-6301-57101-	110.00
20126	2026/04-6000-15	100-6301-57101-	110.00
20127	2026/04-6000-16	100-6001-54101-	69.99
20128	2026/04-6000-17	100-1218-55000-	536.21
20129	2026/04-6000-18	100-6102-57101-	545.00
20130	2026/04-6000-19	100-6001-55105-	26.00
20131	2026/04-6000-20	100-6102-55103-	435.49
20132	2026/04-6000-21	100-1218-55000-	536.21
20133	2026/04-6000-22	100-6102-57101-	174.75
20134	2026/04-6000-23	100-6102-57101-	36.38
20135	2026/04-6000-24	100-6001-57101-	988.80
20136	2026/04-6000-25	100-6103-57101-	885.00
20137	2026/04-6000-26	100-6001-57101-	381.64

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20138		2026/04-7000-1		100-7203-53201-		485.97		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20139	2026/04-7000-2	100-7203-53201-	211.31
20140	2026/04-7000-3	100-7203-56999-	692.70
20141	2026/04-7000-4	100-7203-53201-	123.90
20142	2026/04-7000-5	100-7203-53201-	247.23
20143	2026/04-7000-6	100-7203-53201-	616.31
20144	2026/04-7000-7	100-7203-53201-	48.25
20145	2026/04-7000-8	100-7203-53201-	45.26
20146	2026/04-7000-9	100-7203-53201-	80.25
20147	2026/04-7000-10	100-7203-53201-	574.20
20148	2026/04-7000-11	100-7203-53201-	25.80
20149	2026/04-7000-12	100-7203-53201-	19.58
20150	2026/04-7000-13	100-7203-53201-	157.70
20151	2026/04-7000-14	100-7203-53201-	24.46
20152	2026/04-7000-15	100-7203-53201-	-350.35
20153	2026/04-7000-16	100-7203-53201-	350.35
20154	2026/04-7000-17	100-7203-53201-	53.84
20155	2026/04-7000-18	100-7203-53201-	13.10
20156	2026/04-7000-19	100-7203-53201-	17.71
20157	2026/04-7000-20	100-7203-53201-	8.60
20158	2026/04-7000-21	510-7201-84101-	371.03
20159	2026/04-7000-22	100-7203-53201-	643.60
20160	2026/04-7000-23	510-7201-84101-	31.67
20161	2026/04-7000-24	100-7203-53201-	163.56
20162	2026/04-7000-25	100-7203-53101-	109.76
20163	2026/04-7000-26	100-7203-53201-	449.02
20164	2026/04-7000-27	100-7203-53201-	28.45
20165	2026/04-7000-28	100-7203-53201-	155.16
20166	2026/04-7000-29	100-7203-53201-	155.16
20167	2026/04-7000-30	100-7203-53201-	607.33
20168	2026/04-7000-31	100-7203-53201-	354.89
20169	2026/04-7000-32	100-7203-53201-	414.84
20170	2026/04-7000-33	100-7203-53201-	689.52
20171	2026/04-7000-34	100-7203-53201-	129.17
20172	2026/04-7000-35	100-7203-53201-	161.63
20173	2026/04-7000-36	100-7203-53201-	565.69
20174	2026/04-7000-37	100-7203-53201-	416.15
20175	2026/04-7000-38	100-7203-53201-	279.66
20176	2026/04-7000-39	100-7203-53201-	352.03
20177	2026/04-7000-40	100-7203-53201-	193.95
20178	2026/04-7000-41	100-7203-53201-	358.03
20179	2026/04-7000-42	100-1401-55103-	100.00
20180	2026/04-7000-43	100-1401-55103-	100.00
20181	2026/04-7000-44	100-1401-55103-	250.00
20182	2026/04-7000-45	100-1401-55103-	250.00
20183	2026/04-1200-1	100-1822-57104-	145.00
20184	2026/04-1200-2	100-1801-53101-	147.61
20185	2026/04-3000-1	100-3011-53101-	38.78
20186	2026/04-3000-2	100-3011-53101-	90.56

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20187		2026/04-3000-3		100-3011-53101-		282.41		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20188	2026/04-3000-4	100-3123-57101-	151.90
20189	2026/04-3000-5	100-3011-55105-	144.00
20190	2026/04-3000-6	100-3121-57101-	499.00
20191	2026/04-3000-7	100-3123-57101-	264.27
20192	2026/04-3000-8	100-3123-57101-	1,018.39
20193	2026/04-3000-9	100-3123-57101-	1,018.39
20194	2026/04-3000-10	100-3123-57101-	1,018.39
20195	2026/04-3000-11	100-3121-56201-	465.00
20196	2026/04-3000-12	100-3123-57101-	175.48
20197	2026/04-3000-13	100-3011-55105-	20.00
20198	2026/04-3000-14	100-3123-57101-	89.21
20199	2026/04-3000-15	100-3011-55104-	396.81
20200	2026/04-3000-16	100-3011-55104-	113.13
20201	2026/04-3000-17	100-3123-57101-	284.91
20202	2026/04-3000-18	100-3112-53199-	61.35
20203	2026/04-3000-19	100-3112-53199-	58.12
20204	2026/04-3000-20	100-3112-53199-	-8.75
20205	2026/04-3000-21	100-3121-53299-	12.90
20206	2026/04-3000-22	100-3121-53299-	52.66
20207	2026/04-3000-23	100-3121-53299-	63.39
20208	2026/04-3000-24	225-3216-53199-	33.40
20209	2026/04-3000-25	100-3121-53299-	19.37
20210	2026/04-3000-26	100-3112-53101-	43.26
20211	2026/04-3000-27	100-3011-55999-	255.00
20212	2026/04-3000-28	100-3011-55999-	205.00
20213	2026/04-3000-29	225-3215-55999-	104.68
20214	2026/04-3000-30	100-3011-53101-	53.86
20215	2026/04-3000-31	100-3121-54101-	1,241.19
20216	2026/04-3000-32	225-3122-57104-	250.00
20217	2026/04-3000-33	100-3121-53299-	9.69
20218	2026/04-3000-34	100-3121-53101-	251.34
20219	2026/04-3000-35	100-3121-54101-	1,440.00
20220	2026/04-3000-36	100-3121-54101-	3,016.99
20221	2026/04-3000-37	100-3121-54101-	2,576.12
20222	2026/04-3000-38	100-3011-53101-	80.78
20223	2026/04-3000-39	100-3011-53101-	30.10
20224	2026/04-3000-40	100-3121-53299-	793.13
20225	2026/04-3000-41	100-3011-53101-	161.61
20226	2026/04-3000-42	100-3011-55105-	48.00
20227	2026/04-3000-43	100-3011-55999-	60.00
20228	2026/04-3000-44	100-3122-53101-	151.90
20229	2026/04-3000-45	100-3121-53299-	64.64
20230	2026/04-3000-46	100-3011-53104-	8.99
20231	2026/04-3000-47	100-3121-53299-	24.77
20232	2026/04-3000-48	100-3121-53299-	51.05
20233	2026/04-3000-49	100-3121-53299-	63.57
20234	2026/04-3000-50	100-3121-53299-	31.88
20235	2026/04-3000-51	225-3216-53102-	468.70

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20236		2026/04-3000-52	100-3011-55999-		299.98		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20237	2026/04-3000-53	100-3011-55999-	60.00
20238	2026/04-3000-54	100-3121-53299-	161.55
20239	2026/04-3000-55	100-3122-53101-	-318.18
20240	2026/04-3000-56	100-3011-53101-	96.96
20241	2026/04-3000-57	100-3121-53299-	39.76
20242	2026/04-3000-58	100-3123-53101-	74.55
20243	2026/04-3000-59	100-3123-53199-	307.50
20244	2026/04-3000-60	100-3123-53199-	28.00
20245	2026/04-3000-61	100-3123-53199-	67.87
20246	2026/04-3000-62	100-3123-53199-	16.77
20247	2026/04-3000-63	100-3123-53199-	40.88
20248	2026/04-3000-64	100-3123-53199-	163.78
20249	2026/04-3000-65	100-3011-55105-	9.99
20250	2026/04-3000-66	100-3112-55105-	.99
20251	2026/04-3000-67	100-3011-53199-	54.50
20252	2026/04-3000-68	100-3112-57101-	679.86
20253	2026/04-3000-69	100-3112-57101-	604.86
20254	2026/04-3000-70	100-3112-53101-	48.13
20255	2026/04-3000-71	100-3112-53101-	51.22
20256	2026/04-3000-72	100-3123-57101-	60.00
20257	2026/04-3000-73	100-3121-53299-	98.14
20258	2026/04-3000-74	100-3121-56101-	51.15
20259	2026/04-3000-75	100-3121-53299-	5.37
20260	2026/04-3000-76	100-3121-53299-	48.46
20261	2026/04-3000-77	100-3121-53299-	43.09
20262	2026/04-3000-78	720-5401-80301-	971.09
20263	2026/04-5023-1	100-0000-15203-	294.91
20264	2026/04-5023-2	100-0000-15203-	24.77
20265	2026/04-5023-3	100-0000-15203-	75.41
20266	2026/04-5023-4	100-5401-56101-	28.96
20267	2026/04-5023-5	100-0000-15203-	43.63
20268	2026/04-5023-6	100-0000-15203-	13.35
20269	2026/04-5023-7	100-0000-15203-	308.24
20270	2026/04-5023-8	100-0000-15203-	16.11
20271	2026/04-5023-9	100-0000-15203-	6.64
20272	2026/04-5023-10	100-0000-15203-	500.00
20273	2026/04-5023-11	100-5401-53101-	18.99
20274	2026/04-5023-12	100-5501-53201-	230.53
20275	2026/04-5023-13	100-5501-53201-	204.51
20276	2026/04-1401-1	100-1401-55101-	34.95
20277	2026/04-1401-2	100-1401-55101-	29.95
20278	2026/04-1401-3	100-1401-53101-	134.66
20279	2026/04-1401-4	100-1401-57101-	200.00
20280	2026/04-1401-5	100-1401-57101-	200.00
20281	2026/04-1401-6	100-1401-57101-	275.00
20282	2026/04-1401-7	100-1401-57101-	200.00
20283	2026/04-1401-8	100-1401-57101-	275.00
20284	2026/04-1401-9	100-1401-57101-	275.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20285		2026/04-1401-10	100-1401-53101-		-75.41		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20286	2026/04-1401-11	245-1401-57105-	150.00
20287	2026/04-1601-1	100-1601-57104-	189.00
20288	2026/04-1601-2	100-1601-55999-	9.99
20289	2026/04-1601-3	100-1601-55999-	82.99
20290	2026/04-1601-4	100-1601-56999-	89.95
20291	2026/04-1601-5	100-1601-53101-	31.20
20292	2026/04-1601-6	100-1601-53101-	388.32
20293	2026/04-1601-7	100-1601-55999-	241.89
20294	2026/04-1601-8	100-1601-53101-	113.95
20295	2026/04-1601-9	100-1601-56999-	1,596.00
20296	2026/04-1601-10	100-1601-56999-	24.19
20297	2026/04-2000-1	100-2317-54101-	32.31
20298	2026/04-2000-2	100-2316-53101-	471.26
20299	2026/04-2000-3	100-2101-53101-	64.50
20300	2026/04-2000-4	100-2101-80101-	1,070.37
20301	2026/04-2000-5	100-2101-80101-	7,379.41
20302	2026/04-2000-6	100-2314-53101-	847.62
20303	2026/04-2000-7	100-2102-55999-	269.38
20304	2026/04-2000-8	100-2101-53101-	25.81
20305	2026/04-2000-9	100-2316-53101-	19.38
20306	2026/04-2000-10	100-2101-53101-	73.23
20307	2026/04-2000-11	100-2101-53101-	38.78
20308	2026/04-2000-12	100-2101-53101-	22.62
20309	2026/04-2000-13	100-2102-56101-	61.38
20310	2026/04-2000-14	100-2314-53101-	33.14
20311	2026/04-2000-15	100-2102-56101-	180.99
20312	2026/04-2000-16	100-2316-53101-	80.80
20313	2026/04-2000-17	100-2102-56101-	362.80
20314	2026/04-2000-18	100-2102-56101-	362.80
20315	2026/04-2000-19	100-2102-56101-	362.80
20316	2026/04-2000-20	100-2102-56101-	48.45
20317	2026/04-2000-21	100-2101-53101-	22.61
20318	2026/04-2000-22	100-2101-53101-	187.75
20319	2026/04-2000-23	100-2101-53101-	711.86
20320	2026/04-2000-24	100-2101-53101-	905.16
20321	2026/04-2000-25	100-2101-53101-	72.04
20322	2026/04-2000-26	100-2101-53101-	100.00
20323	2026/04-2000-27	100-2101-53101-	31.24
20324	2026/04-2000-28	100-2101-53101-	150.00
20325	2026/04-2000-29	100-2101-53101-	53.86
20326	2026/04-2000-30	100-2316-53101-	44.48
20327	2026/04-2000-31	100-2316-53101-	65.12
20328	2026/04-2000-32	100-2101-53101-	256.77
20329	2026/04-2000-33	100-7001-53101-	14.63
20330	2026/04-2000-34	100-7001-57101-	60.00
20331	2026/04-2000-35	100-2101-53101-	429.91
20332	2026/04-2000-36	510-7201-84101-	418.96
20333	2026/04-2000-37	100-7001-53101-	104.88

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20334		2026/04-2000-38		100-7001-54101-		305.00		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20335	2026/04-2000-39	510-7201-84101-	209.48
20336	2026/04-2000-40	100-2101-57101-	85.00
20337	2026/04-2000-41	100-7001-57101-	37.42
20338	2026/04-2000-42	100-7001-57101-	11.65
20339	2026/04-2000-43	100-7001-57101-	44.00
20340	2026/04-2000-44	100-7001-54101-	183.15
20341	2026/04-2000-45	100-7001-54101-	19.36
20342	2026/04-2000-46	100-7001-54101-	14.00
20343	2026/04-2000-47	100-7001-54101-	43.08
20344	2026/04-2000-48	500-7201-84101-	113.97
20345	2026/04-2000-49	100-2102-56201-	36.00
20346	2026/04-2000-50	100-2316-53101-	28.27
20347	2026/04-2000-51	100-2316-53101-	66.08
20348	2026/04-2000-52	100-2101-53101-	65.25
20349	2026/04-2000-53	100-2101-53101-	23.98
20350	2026/04-2000-54	100-2101-53101-	41.94
20351	2026/04-2000-55	100-2101-55104-	206.88
20352	2026/04-2000-56	100-2101-53101-	197.76
20353	2026/04-2000-57	100-2101-53101-	234.96
20354	2026/04-2000-58	100-2101-53101-	33.35
20355	2026/04-2000-59	100-2101-53101-	11.00
20356	2026/04-2000-60	100-2101-53101-	28.00
20357	2026/04-2000-61	100-2101-53101-	20.69
20358	2026/04-2000-62	100-2101-53101-	42.00
20359	2026/04-5000-1	100-5702-53299-	65.11
20360	2026/04-5000-2	100-5702-53299-	79.29
20361	2026/04-5000-3	100-5702-53299-	172.27
20362	2026/04-5000-4	100-5001-53101-	42.98
20363	2026/04-5000-5	100-1201-55999-	45.49
20364	2026/04-5000-6	100-5001-53101-	131.80
20365	2026/04-5000-7	100-5001-53101-	183.16
20366	2026/04-5000-8	100-5703-57101-	28.52
20367	2026/04-5000-9	100-5001-53101-	237.04
20368	2026/04-5000-10	100-5703-57101-	28.52
20369	2026/04-5000-11	100-5001-53101-	-36.61
20370	2026/04-5000-12	100-5001-53101-	-146.55
20371	2026/04-5000-13	100-5001-53101-	193.82
20372	2026/04-5000-14	100-5703-57101-	30.00
20373	2026/04-5000-15	100-5101-57101-	30.00
20374	2026/04-5000-16	100-5601-56101-	59.92
20375	2026/04-5000-17	100-5601-56101-	115.00
20376	2026/04-5000-18	100-5601-56101-	72.27
20377	2026/04-5000-19	100-5601-56101-	51.10
20378	2026/04-5000-20	100-5601-56101-	30.15
20379	2026/04-5000-21	100-5601-56101-	-7.89
20380	2026/04-5000-22	100-5601-56101-	16.47
20381	2026/04-5000-23	100-5601-56101-	70.96
20382	2026/04-5000-24	100-5601-56101-	26.88

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20383		2026/04-5000-25	100-5601-56101-			21.85		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20384	2026/04-5000-26	100-5601-56101-	29.39
20385	2026/04-5000-27	100-5601-56101-	37.97
20386	2026/04-5000-28	100-5601-56101-	254.18
20387	2026/04-5000-29	100-5601-56101-	126.54
20388	2026/04-5000-30	100-5601-56101-	358.26
20389	2026/04-5000-31	100-5601-56101-	126.63
20390	2026/04-5000-32	100-5601-56101-	-295.22
20391	2026/04-5000-33	100-5601-56101-	216.61
20392	2026/04-5000-34	100-5601-56101-	4.81
20393	2026/04-5000-35	100-5601-56101-	54.28
20394	2026/04-5000-36	100-5601-56101-	100.67
20395	2026/04-5000-37	100-5601-56101-	186.41
20396	2026/04-5000-38	100-5601-56101-	203.25
20397	2026/04-5000-39	100-5601-56101-	107.02
20398	2026/04-5000-40	100-5601-56101-	222.50
20399	2026/04-5000-41	100-5601-56101-	37.69
20400	2026/04-5000-42	100-5601-56101-	86.15
20401	2026/04-5000-43	100-5601-56101-	117.45
20402	2026/04-5000-44	100-5601-56101-	11.53
20403	2026/04-5000-45	100-5601-56101-	191.73
20404	2026/04-5000-46	100-5601-56101-	29.69
20405	2026/04-5000-47	100-5601-56101-	-55.97
20406	2026/04-5000-48	100-5601-56101-	55.70
20407	2026/04-5000-49	100-5601-56101-	12.90
20408	2026/04-5000-50	100-5601-56101-	5.70
20409	2026/04-5000-51	100-5601-56101-	-9.04
20410	2026/04-5000-52	100-5601-56101-	28.98
20411	2026/04-5000-53	100-5601-56101-	25.00
20412	2026/04-5000-54	100-5601-56101-	15.99
20413	2026/04-5000-55	100-5601-56101-	83.41
20414	2026/04-5000-56	100-5601-56101-	9.67
20415	2026/04-5000-57	100-5601-56101-	60.83
20416	2026/04-5000-58	100-5601-56101-	22.51
20417	2026/04-5000-59	100-5601-56101-	26.88
20418	2026/04-5000-60	100-5601-56101-	15.04
20419	2026/04-5000-61	100-5601-56101-	25.30
20420	2026/04-5000-62	100-5601-56101-	10.73
20421	2026/04-5000-63	100-5601-56101-	16.45
20422	2026/04-5000-64	100-5601-56101-	21.51
20423	2026/04-5000-65	100-5601-56101-	229.82
20424	2026/04-5000-66	100-5601-56101-	764.56
20425	2026/04-5000-67	100-5601-56101-	40.82
20426	2026/04-5000-68	100-5601-56101-	15.31
20427	2026/04-5000-69	100-5601-56101-	280.25
20428	2026/04-5000-70	100-5601-56101-	64.59
20429	2026/04-5000-71	100-5601-56101-	32.15
20430	2026/04-5000-72	100-5601-56101-	26.56
20431	2026/04-5000-73	100-5601-56101-	73.09

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20432		2026/04-5000-74	100-5601-56101-		86.07		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20433	2026/04-5000-75	100-5601-56101-	29.61
20434	2026/04-5000-76	100-5601-56101-	55.22
20435	2026/04-5000-77	100-5601-56101-	-44.95
20436	2026/04-5000-78	100-5601-56101-	44.95
20437	2026/04-5000-79	100-5601-56101-	40.66
20438	2026/04-5000-80	100-5601-56101-	30.02
20439	2026/04-5000-81	100-5601-56101-	82.67
20440	2026/04-5000-82	100-5601-56101-	25.83
20441	2026/04-5000-83	100-5601-56101-	156.92
20442	2026/04-5000-84	100-5601-56101-	29.32
20443	2026/04-5000-85	100-5601-56101-	171.85
20444	2026/04-5000-86	100-5601-56101-	77.72
20445	2026/04-5000-87	100-5401-53201-	19.44
20446	2026/04-5000-88	100-5401-53201-	845.00
20447	2026/04-5000-89	100-0000-15203-	19.83
20448	2026/04-5000-90	100-5401-53203-	100.30
20449	2026/04-5000-91	100-5401-53203-	100.52
20450	2026/04-5000-92	100-5401-53203-	54.45
20451	2026/04-5000-93	100-5401-53203-	100.87
20452	2026/04-5000-94	100-5401-53203-	45.61
20453	2026/04-5000-95	100-5401-53203-	100.26
20454	2026/04-5000-96	100-5401-53203-	100.37
20455	2026/04-5000-97	100-5401-53203-	100.29
20456	2026/04-5000-98	100-5401-53203-	100.22
20457	2026/04-5000-99	100-5401-53203-	95.37
20458	2026/04-5000-100	100-5401-53203-	74.46
20459	2026/04-5000-101	100-5401-53203-	100.18
20460	2026/04-5000-102	100-5401-53203-	86.54
20461	2026/04-5000-103	100-5401-53203-	100.58
20462	2026/04-5000-104	100-5401-53203-	100.21
20463	2026/04-5000-105	263-5201-53201-	67.25
20464	2026/04-5000-106	263-5201-53201-	125.42
20465	2026/04-5000-107	100-5401-53203-	100.85
20466	2026/04-5000-108	100-5401-53203-	100.46
20467	2026/04-5000-109	263-5201-53201-	17.28
20468	2026/04-5000-110	263-5201-53201-	130.37
20470	2026/04-5000-112	263-5201-53201-	46.46
20471	2026/04-5000-113	263-5201-53201-	12.14
20472	2026/04-5000-114	263-5201-53201-	24.42
20473	2026/04-5000-115	263-5201-53201-	1,597.29
20474	2026/04-5000-116	263-5201-53201-	14.05
20475	2026/04-5000-117	263-5201-53201-	513.34
20476	2026/04-5000-118	263-5201-53201-	30.11
20477	2026/04-5000-119	263-5201-53201-	850.34
20478	2026/04-5000-120	263-5201-53201-	50.05
20479	2026/04-5000-121	270-5201-53299-	115.53
20480	2026/04-5000-122	100-5601-56999-	92.09
20481	2026/04-5000-123	270-5201-53299-	13.99

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20482		2026/04-5000-124	270-5201-53299-			289.08		

DOC	INVOICE NO	ACCOUNT	AMOUNT
20483	2026/04-5000-125	270-5201-53299-	53.75
20484	2026/04-5000-126	270-5201-53299-	10.71
20485	2026/04-5000-127	270-5201-53299-	126.05
20486	2026/04-5000-128	270-5201-53299-	96.85
20487	2026/04-5000-129	270-5201-53299-	20.69
20488	2026/04-5000-130	100-5201-53201-	29.06
20489	2026/04-5000-131	100-5201-53201-	86.99
20490	2026/04-5000-132	601-5301-53201-	278.10
20491	2026/04-5000-133	100-5201-53201-	427.12
20492	2026/04-5000-134	100-5201-53201-	202.53
20493	2026/04-5000-135	601-5301-53201-	-134.57
20494	2026/04-5000-136	100-5201-53201-	132.45
20495	2026/04-5000-137	601-5301-53201-	23.27
20496	2026/04-5000-138	270-5201-54101-	41.32
20497	2026/04-5000-139	601-5301-53201-	-106.68
20498	2026/04-5000-140	601-5301-53201-	107.72
20499	2026/04-5000-141	100-5201-53201-	182.07
20500	2026/04-5000-142	100-5201-53201-	106.45
20501	2026/04-5000-143	263-5201-53201-	48.42
20502	2026/04-5000-144	100-5201-53201-	-53.83
20503	2026/04-5000-145	601-5301-53201-	-75.39
20504	2026/04-5000-146	100-5201-53201-	45.21
20505	2026/04-5000-147	263-5201-53201-	20.41
20506	2026/04-1410-1	731-1306-54101-	77.57
20507	2026/04-1410-2	730-1306-54101-	-125.00
20508	2026/04-1410-3	731-1306-54101-	96.96
20509	2026/04-1410-4	731-1306-54101-	48.48
20510	2026/04-1410-5	731-1306-54101-	96.96
20511	2026/04-1410-6	731-1306-54101-	164.71
20512	2026/04-8000-1	600-5802-53101-	256.45
20513	2026/04-8000-2	600-5802-53101-	212.32
20514	2026/04-8000-3	600-5802-53101-	658.34
20515	2026/04-8000-4	600-5802-53101-	249.49
20516	2026/04-8000-5	600-5802-53101-	163.20
20517	2026/04-8000-6	600-5802-53101-	11.10
20518	2026/04-8000-7	600-5802-53101-	283.38
20519	2026/04-8000-8	600-5802-53101-	24.33
20520	2026/04-8000-9	600-5802-53101-	64.62
20521	2026/04-8000-10	600-5802-53101-	416.25
20522	2026/04-8000-11	600-5802-53101-	143.00
20523	2026/04-8000-12	600-5802-53101-	39.81
20524	2026/04-8000-13	600-5802-53101-	53.86
20525	2026/04-8000-14	600-5802-53101-	43.90
20526	2026/04-8000-15	600-5802-53101-	1,074.81
20527	2026/04-8000-16	600-5803-53101-	58.73
20528	2026/04-8000-17	600-5803-53101-	16.15
20529	2026/04-8000-18	600-5803-53101-	25.75
20530	2026/04-8000-19	600-5802-53101-	68.90

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20531		2026/04-8000-20		100-5401-53201-			100.75	

DOC	INVOICE NO	ACCOUNT	AMOUNT
20532	2026/04-8000-21	600-5802-53101-	5.13
20533	2026/04-8000-22	600-5802-53101-	213.47
20534	2026/04-8000-23	600-5802-53101-	315.14
20535	2026/04-8000-24	600-5803-53101-	78.94
20536	2026/04-8000-25	100-5401-53201-	100.79
20537	2026/04-8000-26	100-5401-53201-	72.30
20538	2026/04-8000-27	600-5802-53101-	149.34
20539	2026/04-8000-28	100-5401-53201-	101.13
20540	2026/04-8000-29	100-5401-53201-	100.75
20541	2026/04-8000-30	100-5401-53201-	100.19
20542	2026/04-8000-31	600-5802-53101-	85.12
20543	2026/04-8000-32	600-5803-53101-	117.56
20544	2026/04-8000-33	600-5802-53101-	913.46
20549	2026/04-5000-111	263-5201-53201-	92.91

1 CHECKS	CASH ACCOUNT TOTAL	86,535.25	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
163 CHECKS	FINAL TOTAL	1,712,392.41	.00

** END OF REPORT - Generated by Jocelin Mendez **

City of Orange

Finance Department - Accounts Payable

WW # 0370

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 06/18/26 3 of 4 reports for 07/14/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123	Date: 06-18-2026

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Tiffany Dang Key: 255ce3af4128a3a50bd1b4b009bc5bbc Tiffany Dang, Finance	06-18-2026 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad Hildenbrand, City Manager	06-30-2026 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	07-02-2026 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
62326	06/23/2026	WIRE	000385	SOUTHERN CALIFORNIA GAS C	5,578.01			
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	20931	06/23/2026	100-0000-56203-				5,532.74	
	20931	06/23/2026	600-5802-56203-				45.27	
100002	06/25/2026	EFT	007856	SIDEPATH INC		43,684.85		06/25/2026
	19856	26709	100-1601-56999-				43,684.85	
8006476	06/25/2026	PRINTED	013658	ABBA TERMITE AND PEST CON	315.00			
	20691	036631	600-5802-55999-				110.00	
	20764	036489	601-5301-56999-				95.00	
	20791	036807	600-5802-55999-				110.00	
8006477	06/25/2026	PRINTED	025285	ACE PARKING III LLC	52,181.68			
	20933	199364	100-5002-55999-				27,871.25	
	20934	199812	100-5002-55999-				24,310.43	
8006478	06/25/2026	PRINTED	019738	ADVANCED SECURITY SYSTEMS	119.85			
	20784	037531	100-5601-56101-				119.85	
8006479	06/25/2026	PRINTED	018555	AGA ENGINEERS INC	8,310.00			
	20752	26155-IN	263-5704-87101-				2,940.00	
	20753	26119-IN	263-5704-87101-				810.00	
	20925	26135-IN	100-5703-55999-				840.00	
	20928	26168-IN	100-5703-55999-				3,720.00	
8006480	06/25/2026	PRINTED	025392	AGRISERVE PEST CONTROL IN	11,440.00			
	20757	121875	601-5301-56999-				11,440.00	
8006481	06/25/2026	PRINTED	000539	AIR SOURCE INDUSTRIES	227.00			
	20795	00987047	225-3122-53101-				113.50	
	20795	00987047	225-3215-53101-				113.50	
8006482	06/25/2026	PRINTED	002797	ALCO TARGET COMPANY	68.15			
	20857	73575	100-4011-53199-				68.15	
8006483	06/25/2026	PRINTED	020698	ALL CITY MANAGEMENT SERVI	20,679.48			
	20884	PS-INV106864	100-4141-55999-				20,679.48	
8006484	06/25/2026	PRINTED	019952	AMBER GREGG INC	8,550.00			
	19913	OR-26-04	100-6103-55101-				1,950.00	
	20865	OR-26-05	100-6103-55101-				6,600.00	
8006485	06/25/2026	PRINTED	000927	AMERON POLE PRODUTS LLC	4,552.44			
	20751	130496	500-5704-87102-				4,552.44	
8006486	06/25/2026	PRINTED	025463	ALIK AMORANTO	350.00			
	21002	PRODEV25/26	100-1401-57102-				350.00	
8006487	06/25/2026	PRINTED	025459	ANGELS BASEBALL FOUNDATIO	500.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	21025	USA250 refund		100-7001-48101-		500.00		
8006488	06/25/2026	PRINTED	001147	ARCHIE'S TOWING	241.00			
DOC	INVOICE NO			ACCOUNT		AMOUNT		
20707	269224			450-4141-55000-		133.50		
20890	269576			100-5401-56999-		107.50		
8006489	06/25/2026	PRINTED	025342	WORLD OIL ENVIRONMENTAL S	153.00			
20893	I500-01392094			100-5401-56101-		153.00		
8006490	06/25/2026	PRINTED	007191	AT & T	611.72			
20967	000025401806			100-4011-56201-		611.72		
8006491	06/25/2026	PRINTED	002217	AT&T	12,070.09			
20981	06/15/2026			100-1301-56201-		32.35		
20981	06/15/2026			100-1801-56201-		96.42		
20981	06/15/2026			100-2101-56201-		129.54		
20981	06/15/2026			100-2316-56201-		159.15		
20981	06/15/2026			100-3011-56201-		3,234.97		
20981	06/15/2026			100-4011-56201-		2,242.06		
20981	06/15/2026			100-5601-56101-		62.83		
20981	06/15/2026			100-7001-56201-		5,923.05		
20981	06/15/2026			600-5802-56201-		157.58		
20981	06/15/2026			100-5401-56201-		32.14		
8006492	06/25/2026	PRINTED	020460	CHRISTIAN BALLADARES	1,500.00			
21021	EDU 25/26			100-1401-57102-		1,500.00		
8006493	06/25/2026	PRINTED	002135	BC TRAFFIC SPECIALIST	473.07			
20759	115290			100-5201-53201-		473.07		
8006494	06/25/2026	PRINTED	018258	BENDER READY MIX INC	1,826.36			
20758	205411			263-5201-53201-		1,826.36		
8006495	06/25/2026	PRINTED	021010	MEGAN BERUMEN	649.00			
21000	PRODEV25/26			100-1401-57102-		649.00		
8006496	06/25/2026	PRINTED	020961	BEST DRILLING AND PUMP IN	122,061.80			
11112	RETREL AGR 7824			600-0000-20103-		38,964.75		
11112	RETREL AGR 7824			600-0000-20103-		2,000.00		
11112	RETREL AGR 7824			600-0000-20103-		11,550.00		
11112	RETREL AGR 7824			600-0000-20103-		14,050.00		
11112	RETREL AGR 7824			600-0000-20103-		10,400.00		
11112	RETREL AGR 7824			600-0000-20103-		6,688.00		
11112	RETREL AGR 7824			600-0000-20103-		5,030.00		
11112	RETREL AGR 7824			600-0000-20103-		14,147.00		
11112	RETREL AGR 7824			600-0000-20103-		6,580.00		
11112	RETREL AGR 7824			600-0000-20103-		1,950.00		
11112	RETREL AGR 7824			600-0000-20103-		6,290.00		
11112	RETREL AGR 7824			600-0000-20103-		4,412.05		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006497	06/25/2026	PRINTED	000053	BOOT BARN INC	2,084.84			

DOC	INVOICE NO	ACCOUNT	AMOUNT
20036	INV00616864	731-1306-54101-	151.07
20038	INV00616862	731-1306-54101-	151.99
20812	INV00616856	730-1306-54101-	216.93
20812	INV00616856	731-1306-54101-	277.36
20814	INV00616857	730-1306-54101-	109.72
20814	INV00616857	731-1306-54101-	140.28
20816	INV00616858	730-1306-54101-	148.71
20816	INV00616858	731-1306-54101-	190.14
20817	INV00616859	730-1306-54101-	50.24
20817	INV00616859	731-1306-54101-	64.23
20818	INV00616860	730-1306-54101-	48.23
20818	INV00616860	731-1306-54101-	61.66
20819	INV00616861	730-1306-54101-	62.30
20819	INV00616861	731-1306-54101-	79.65
20820	INV00616863	730-1306-54101-	145.85
20820	INV00616863	731-1306-54101-	186.48

8006498	06/25/2026	PRINTED	020943	BORDIN SEMMER LLP	265,128.01			
	20918			Statement No. 12	731-1301-55102-			39,864.50
	20935			Statement No: 13	731-1301-55102-			52,647.21
	20936			Statement No: 14	731-1301-55102-			172,616.30
8006499	06/25/2026	PRINTED	025453	SHANE BRADLEY	1,500.00			
	21012			EDU 25/26	100-1401-57102-			1,500.00
8006500	06/25/2026	PRINTED	020923	CALSENSE	1,613.70			
	20082			INV8087	100-7203-55000-			1,613.70
8006501	06/25/2026	PRINTED	006583	CAM SERVICES	177.50			
	21038			129467	100-2101-56101-			177.50
8006502	06/25/2026	PRINTED	025451	ZEKE CARREON	1,366.61			
	19639			04/07-10/2026RB	600-1843-57101-			1,366.61
8006503	06/25/2026	PRINTED	006308	CDCE INC	65,481.48			
	20702			144560	450-4011-80101-			17,769.78
	20968			144663	450-4011-80101-			47,711.70
8006504	06/25/2026	PRINTED	003595	CINTAS CORPORATION NO 2	173.48			
	20001			4272142294	100-7203-56107-			173.48
8006505	06/25/2026	PRINTED	012856	CIRBA SOLUTIONS	4,223.90			
	20760			CSW-074172	601-5301-56999-			4,223.90
8006506	06/25/2026	PRINTED	000029	CITY OF ANAHEIM	238.55			
	20938			06/09/2026	100-0000-56205-			238.55

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006507	06/25/2026	PRINTED	000029	CITY OF ANAHEIM	1,857,876.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
20749	EN003438	600-5803-85103-				1,857,876.00		
8006508	06/25/2026	PRINTED	019064	JOHN COLLINS	1,000.00			
21013	EDU 25/26	100-1401-57102-				1,000.00		
8006509	06/25/2026	PRINTED	025236	EZEQUIEL CORDERO	255.00			
21007	PRODEV25/26-2	100-1401-57102-				255.00		
8006510	06/25/2026	PRINTED	005556	CPAC INC	634.96			
21045	SI-1303121	100-1601-53101-				634.96		
8006511	06/25/2026	PRINTED	000985	CUMMINS SALES AND SERVICE	91.77			
20871	X4-260596240	100-0000-15203-				91.77		
8006512	06/25/2026	PRINTED	020840	ADAM DAVIS	114.72			
21017	EDU 25/26	100-1401-57102-				114.72		
8006513	06/25/2026	PRINTED	017762	DAVID WILSON'S VILLA FORD	191.46			
20910	042451	100-0000-15203-				29.93		
20913	042862	100-0000-15203-				5.43		
20919	042888	100-0000-15203-				156.10		
8006514	06/25/2026	PRINTED	000646	EAST ORANGE COUNTY WATER	3,147.59			
20838	4/8-6/12 1409000	100-7203-56204-				2,932.03		
20939	06/11/2026 1409200	263-5201-56999-				215.56		
8006515	06/25/2026	PRINTED	014310	LUCY ECHEVARRIA	1,500.00			
21029	EDU 256/26	100-1401-57102-				1,500.00		
8006516	06/25/2026	PRINTED	016967	STEPHEN FAN	485.00			
21014	PRODEV 25/26	100-1401-57102-				485.00		
8006517	06/25/2026	PRINTED	018843	FARFAN, JERICO	150.00			
20986	DRC MTGS 2nd QTR 26	100-6103-55999-				150.00		
8006518	06/25/2026	PRINTED	017319	FEHR & PEERS	9,503.13			
20750	195558	100-5703-55999-				2,062.50		
20912	195797	100-5703-55999-				3,220.00		
20915	195790	100-5703-55999-				1,885.63		
20917	196466	100-5703-55999-				1,365.00		
21008	193251	100-5703-55999-				970.00		
8006519	06/25/2026	PRINTED	018487	MATTHEW FERRER	1,500.00			
21015	EDU 25/26	100-1401-57102-				1,500.00		
8006520	06/25/2026	PRINTED	019451	CJ FIORE	1,500.00			
21024	EDU 25/26	100-1401-57102-				1,500.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006521	06/25/2026	PRINTED	000002	FLEET SERVICES INC	81.46			
	DOC	INVOICE NO		ACCOUNT		AMOUNT		
	20927	01P180449		100-0000-15203-		81.46		
8006522	06/25/2026	PRINTED	002198	GALLS LLC	3,751.90			
	20705	CM035056175		100-4011-53102-		-172.64		
	20867	035368436		100-4011-53102-		715.24		
	20868	035368467		100-4011-53102-		30.15		
	20869	035393964		100-4011-53102-		298.63		
	20870	035393966		100-4011-53102-		64.60		
	20872	035406126		100-4011-53102-		615.91		
	20873	035417391		100-4011-53102-		166.92		
	20874	035417395		100-4011-53102-		517.16		
	20875	035417396		100-4011-53102-		464.58		
	20877	035417398		100-4011-53102-		191.38		
	20878	035422735		100-4011-53102-		121.30		
	20879	035422761		100-4011-53102-		738.67		
8006523	06/25/2026	PRINTED	012616	BRETT GARRETT	286.00			
	21005	PRODEV25/26		100-1401-57102-		286.00		
8006524	06/25/2026	PRINTED	001126	GENERAL PUMP COMPANY	692.25			
	20685	INV00044-A		600-5802-56102-		692.25		
8006525	06/25/2026	PRINTED	001126	GENERAL PUMP COMPANY	88,411.98			
	20686	INV00044-B		600-5802-56102-		88,411.98		
8006526	06/25/2026	PRINTED	004605	GLADSON CONSULTING AND NO	150.00			
	20983	DRC MTGS 2nd QTR 26		100-6103-55999-		150.00		
8006527	06/25/2026	PRINTED	002509	GLOBALSTAR USA	544.80			
	20727	000000115074132		100-4011-56201-		544.80		
8006528	06/25/2026	PRINTED	020073	GROSSE, ROBERT	100.00			
	20989	DRC MTGS 2nd QTR 26		100-6103-55999-		100.00		
8006529	06/25/2026	PRINTED	005839	ANTHONY GUTIERREZ	1,500.00			
	21006	EDU25/26		100-1401-57102-		1,500.00		
8006530	06/25/2026	PRINTED	020494	DOMINIC GUTIERREZ	1,500.00			
	21001	EDU25/26		100-1401-57102-		1,500.00		
8006531	06/25/2026	PRINTED	001977	SCOTT HAMILTON	250.00			
	20684	6-17 CA EMSA RENEWAL		225-3122-57104-		250.00		
8006532	06/25/2026	PRINTED	012658	HANNA, BROPHY, MACLEAN,	314.50			
	20743	2399365		730-1306-50299-		18.50		
	20744	2399401		730-1306-50299-		92.50		
	20745	2399404		730-1306-50299-		203.50		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006533	06/25/2026	PRINTED	000169	HARRINGTON INDUSTRIAL PLA	708.18			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
20858	002T7652	600-5802-56102-				160.60		
20859	002T7651	600-5802-56102-				547.58		
8006534	06/25/2026	PRINTED	025417	HERITAGE LANDSCAPE SUPPLY	915.51			
19915	0025304464-002	100-7203-53201-				762.87		
19916	0025611801-001	100-7203-53201-				152.64		
8006535	06/25/2026	PRINTED	025464	JARAD HILDENBRAND	1,000.00			
21010	PRODEV 25/26	100-1401-57102-				1,000.00		
8006536	06/25/2026	PRINTED	025389	INGRAM LIBRARY SERVICES L	21,297.65			
20941	96085687	100-2101-53101-				4,717.51		
20942	96138572	100-2101-53101-				62.13		
20943	96107798	100-2101-53101-				32.90		
20944	96107797	100-2101-53101-				282.69		
20945	96207201	100-2101-53101-				86.49		
20946	96242263	100-2101-53101-				1,530.37		
20948	96303578	100-2101-53101-				107.88		
20949	96451977	100-2101-53101-				19.45		
20950	96138573	100-2101-53101-				2,261.59		
20950	96138573	100-2101-53101-				-12.92		
20952	96451975	100-2101-53101-				19.44		
20953	96408696	100-2101-53101-				21.28		
20955	96541597	100-2101-53101-				289.93		
20971	96551305	100-2101-53101-				3,794.88		
20972	96551306	100-2101-53101-				2,980.81		
20973	96551307	100-2101-53101-				2,437.91		
20976	96901191	100-2101-53101-				60.68		
20994	96940005	100-2101-53101-				801.14		
20995	97052682	100-2101-53101-				66.53		
20998	96451979	100-2101-53101-				1,180.58		
21035	96541595	100-2101-53101-				428.16		
21036	96541596	100-2101-53101-				128.22		
8006537	06/25/2026	PRINTED	025389	INGRAM LIBRARY SERVICES L	62.04			
20951	96242262	100-2101-53101-				11.65		
20954	96451976	100-2101-53101-				12.31		
20956	96551304	100-2101-53101-				12.12		
20975	96940004	100-2101-53101-				12.99		
20997	96451978	100-2101-53101-				12.97		
8006538	06/25/2026	PRINTED	019349	BRYAN JOHNSON	700.00			
21003	PRODEV25/26	100-1401-57102-				700.00		
8006539	06/25/2026	PRINTED	000544	BALLMER & BERKMAN KANE	9,400.00			
20737	29527	232-6401-55999-				8,200.00		
20738	29788	232-6401-55999-				650.00		
20739	29633	232-6401-55999-				550.00		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006540	06/25/2026	PRINTED	016817	KANOPY	10,800.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
20693	KDEP-25795	100-2101-53101-				10,800.00		
8006541	06/25/2026	PRINTED	025456	KIWANIS CLUB OF ORANGE	1,800.00			
21016	USA250 refund	100-7001-48101-				1,800.00		
8006542	06/25/2026	PRINTED	025422	KOSMONT REAL ESTATE SERVI	977.60			
20937	2602.8-004	100-1201-55999-				977.60		
8006543	06/25/2026	PRINTED	001849	KUSTOM IMPRINTS	7,370.26			
20797	53675	100-3011-53102-				3,410.29		
20798	53678	100-3011-53102-				3,959.97		
8006544	06/25/2026	PRINTED	016337	SHANNON LANE	277.00			
21011	PRODEV 25/26	100-1401-57102-				277.00		
8006545	06/25/2026	PRINTED	002806	LATIN PLUMBING INC	350.00			
20694	48020	600-5803-55999-				350.00		
8006546	06/25/2026	PRINTED	000221	LIEBERT CASSIDY WHITMORE	855.00			
20907	325748	100-1301-55102-				665.00		
20909	325749	100-1301-55102-				190.00		
8006547	06/25/2026	PRINTED	000222	LIFE-ASSIST INC	15,375.41			
20891	2138292	100-3122-53101-				3,369.75		
20891	2138292	225-3122-53101-				1,603.17		
20891	2138292	225-3215-53101-				78.41		
20897	2145637	100-3122-53101-				6,827.80		
20897	2145637	225-3122-53101-				3,248.38		
20897	2145637	225-3215-53101-				158.88		
20898	2142112	100-3122-53101-				29.69		
20898	2142112	225-3122-53101-				14.13		
20898	2142112	225-3215-53101-				.69		
20900	2122793	100-3122-53101-				29.69		
20900	2122793	225-3122-53101-				14.13		
20900	2122793	225-3215-53101-				.69		
8006548	06/25/2026	PRINTED	007142	LIGHTHOUSE UNIFORM COMPAN	934.75			
20811	A-332952	100-3011-53102-				1,004.62		
8006549	06/25/2026	PRINTED	010957	LINDE GAS & EQUIPMENT INC	106.27			
20990	56805723	100-7001-56301-				106.27		
8006550	06/25/2026	PRINTED	025429	LION TOTALCARE INC	40.00			
20809	300055874	100-3121-56101-				40.00		
8006551	06/25/2026	PRINTED	017161	NIKKI LOUANGKHOT	673.20			
21034	PRODEV 25/26	100-1401-57102-				673.20		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006552	06/25/2026	PRINTED	004974	LSL, LLP	42,790.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	20854	74992	100-1844-55101-			12,150.00		
	20856	75499	100-1844-55101-			29,920.00		
	20856	75499	600-1843-55101-			720.00		
8006553	06/25/2026	PRINTED	000586	LUSTRE-CAL LLC	627.96			
	20815	332971	100-3011-55104-			627.96		
8006554	06/25/2026	PRINTED	019835	MALDONADO, RUBY	180.00			
	20960	PC MTGS 2ND QTR '26	100-6103-55999-			180.00		
8006555	06/25/2026	PRINTED	018342	MARK THOMAS & COMPANY INC	24,893.13			
	20735	59759	287-5703-87101-			2,987.18		
	20735	59759	550-5703-87101-			21,905.95		
8006556	06/25/2026	PRINTED	016964	MARTINEZ, RICHARD T	120.00			
	20957	PC MTGS 2ND QTR 2026	100-6103-55999-			120.00		
8006557	06/25/2026	PRINTED	002346	JOE MATHIAS	418.00			
	21030	EDU 25/26	100-1401-57102-			418.00		
8006558	06/25/2026	PRINTED	004606	TIM MCCORMACK	180.00			
	20961	PC MTGS 2ND QTR 2026	100-6103-55999-			180.00		
8006559	06/25/2026	PRINTED	013592	ANNE MCDERMOTT	150.00			
	20988	DRC MTGS 2nd QTR 26	100-6103-55999-			150.00		
8006560	06/25/2026	PRINTED	001533	MERCHANTS BUILDING MAINTE	190.00			
	20003	979351	100-7203-56999-			190.00		
8006561	06/25/2026	PRINTED	001668	DANIELLE MILLOY	345.00			
	21032	PRODEV 25/26	100-1401-57102-			345.00		
8006562	06/25/2026	PRINTED	001867	MISSION LINEN SUPPLY	1,155.60			
	20721	526155698	100-4011-55999-			288.90		
	20723	526188668	100-4011-55999-			288.90		
	20725	526230283	100-4011-55999-			288.90		
	21033	526270405	100-4011-55999-			288.90		
8006563	06/25/2026	PRINTED	020752	MAGNA LEGAL SERVICES	2,281.77			
	19387	15580303	731-1301-55102-			275.00		
	19389	15580182	731-1301-55102-			118.50		
	19390	15580848	731-1301-55102-			529.71		
	19391	15597502	731-1301-55102-			235.00		
	19392	15597512	731-1301-55102-			237.10		
	19393	15597525	731-1301-55102-			192.72		
	19394	15597549	731-1301-55102-			130.00		
	19395	15798367	731-1301-55102-			131.03		

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	19396		15860946		731-1301-55102-		190.71	

DOC	INVOICE NO	ACCOUNT	AMOUNT
20896	15989299	731-1301-55102-	90.00
20899	16104247	731-1301-55102-	152.00
8006564 06/25/2026 PRINTED 002880 MOORE IACOFANO GOLTSMAN			5,393.75
20920	0096916	510-7201-84101-	5,393.75
8006565 06/25/2026 PRINTED 015799 JESSE MULDER			102.99
21004	PRODEV25/26	100-1401-57102-	102.99
8006566 06/25/2026 PRINTED 017026 NIELSEN MERKSAMER LLP			14,518.50
20895	3013158	100-1301-55102-	14,518.50
8006567 06/25/2026 PRINTED 001987 NIEVES LANDSCAPE LLC			68.18
20929	85067	600-5501-56103-	68.18
8006568 06/25/2026 PRINTED 019237 EDINGER URGENT CARE MEDIC			377.00
19808	00089506-00	100-1401-55101-	377.00
8006569 06/25/2026 PRINTED 000278 OCLC INC			16,496.88
20853	1000495849	100-2101-53101-	5,498.96
20853	1000495849	100-2101-53101-	10,997.92
8006570 06/25/2026 PRINTED 000052 OFFICE DEPOT INC			923.88
20916	23009718	100-1201-53101-	568.26
20916	23009718	100-1801-53101-	79.16
20916	23009718	100-6001-53101-	133.86
20916	23009718	600-5802-53101-	142.60
8006571 06/25/2026 PRINTED 006478 ODYSSEY POWER CORP			4,504.67
20635	89922482	100-1601-53101-	2,766.67
20635	89922482	100-1601-56999-	250.00
20635	89922482	100-1601-56999-	1,488.00
8006572 06/25/2026 PRINTED 017842 OMEGA INDUSTRIAL SUPPLY I			952.51
20761	170350	100-5601-56999-	952.51
8006573 06/25/2026 PRINTED 099997 CALVERT ARCHITECTURAL GRO			211.00
20841	20841	100-0000-20111-	211.00
8006574 06/25/2026 PRINTED 099997 CAMARENA, LUIS			189.00
20846	20846	100-0000-20111-	189.00
8006575 06/25/2026 PRINTED 099997 DEVAUGHN, STEVEN			914.50
20848	20848	100-0000-20111-	914.50
8006576 06/25/2026 PRINTED 099997 GENERAL UNDERGROUND FIRE			2,324.25
20840	20840	100-0000-20111-	2,324.25

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8006577	06/25/2026	PRINTED	099997	GREENBERGFARROW	500.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
20842	20842	100-0000-20111-				500.00		
8006578	06/25/2026	PRINTED	099997	GREENLAW MANAGEMENT INC	881.50			
20843	20843	100-0000-20111-				881.50		
8006579	06/25/2026	PRINTED	099997	MEDALI, GHOLAMREZA	394.00			
20839	20839	100-0000-20111-				394.00		
8006580	06/25/2026	PRINTED	099997	PACIFIC NEON COMPANY	388.00			
20844	20844	100-0000-20111-				388.00		
8006581	06/25/2026	PRINTED	099997	SRM DEVELOPMENT LLC	510.50			
20847	20847	100-0000-20111-				510.50		
8006582	06/25/2026	PRINTED	099997	VASIN SIGN SOLUTIONS INC	500.00			
20849	20849	100-0000-20111-				500.00		
8006583	06/25/2026	PRINTED	099997	WEGNER, MICHAEL	500.00			
20845	20845	100-0000-20111-				500.00		
8006584	06/25/2026	PRINTED	099994	ACE PROPERTY MANAGEMENT	23.88			
20726	00061319-12	600-0000-11106-				23.88		
8006585	06/25/2026	PRINTED	099994	CESAR TOYOFUKU	60.00			
20719	00044238-07(3)	600-0000-11106-				60.00		
8006586	06/25/2026	PRINTED	099994	DARRELL ESPANOL	119.64			
20730	00063271-01	600-0000-11106-				119.64		
8006587	06/25/2026	PRINTED	099994	DEBRA RUSCHMANN	1,345.28			
20704	00008475-02	600-0000-11106-				1,345.28		
8006588	06/25/2026	PRINTED	099994	FABIOLS CARDENAS	175.43			
20720	00052241-01	600-0000-11106-				175.43		
8006589	06/25/2026	PRINTED	099994	GINNEY HERBERT	263.87			
20706	00015025-05	600-0000-11106-				263.87		
8006590	06/25/2026	PRINTED	099994	JOHNNY DOSS	312.76			
20728	00062087-09	600-0000-11106-				312.76		
8006591	06/25/2026	PRINTED	099994	LEO BERGER	107.77			
20711	00029480-03	600-0000-11106-				107.77		
8006592	06/25/2026	PRINTED	099994	LISA CHAPMAN	698.61			
20715	00035595-10	600-0000-11106-				698.61		
8006593	06/25/2026	PRINTED	099994	LUKE STIEBEL	375.99			

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	17999		00055726-03	600-0000-11106-			375.99	
8006594	06/25/2026	PRINTED	099994	MYRNA TALKOW	130.01			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	20722	00055941-01		600-0000-11106-				130.01
8006595	06/25/2026	PRINTED	099994	NICOLE GONZALEZ	204.43			
	20724	00057803-09		600-0000-11106-				204.43
8006596	06/25/2026	PRINTED	099994	PAOLIN W SHIH	82.33			
	20709	00025168-00		600-0000-11106-				82.33
8006597	06/25/2026	PRINTED	099994	PAUL TRAN	108.67			
	20716	00036044-01		600-0000-11106-				108.67
8006598	06/25/2026	PRINTED	099994	PHYLLIS A POPE	40.23			
	20712	00029596-00		600-0000-11106-				40.23
8006599	06/25/2026	PRINTED	099994	ROBERT C MUNOZ	11.01			
	20708	00023487-01		600-0000-11106-				11.01
8006600	06/25/2026	PRINTED	099994	THOMAS J MURPHY	144.15			
	20714	00030054-00		600-0000-11106-				144.15
8006601	06/25/2026	PRINTED	099994	TIMOTHY OBOYLE	82.29			
	20697	00005068-04		600-0000-11106-				82.29
8006602	06/25/2026	PRINTED	099995	BLUE SHIELD	90.91			
	20589	O2508785		100-0000-20108-				90.91
8006603	06/25/2026	PRINTED	099995	KELLY HEYER	371.57			
	20586	O2407808		100-0000-20108-				371.57
8006604	06/25/2026	PRINTED	099995	MARTINA NIESWANDT	332.96			
	20584	O2402836		100-0000-20108-				332.96
8006605	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20590	O2515292		100-0000-20108-				121.75
8006606	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20591	O2515374		100-0000-20108-				121.75
8006607	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20593	O2515962		100-0000-20108-				121.75
8006608	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	128.85			
	20601	O2513086		100-0000-20108-				128.85
8006609	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	128.85			
	20604	O2516317		100-0000-20108-				128.85

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8006610	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	20606	O2516407		100-0000-20108-				121.75
8006611	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20608	O2514577		100-0000-20108-				121.75
8006612	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20610	O2515095		100-0000-20108-				121.75
8006613	06/25/2026	PRINTED	099995	ORANGE COUNTY JAIL	121.75			
	20611	O2514730		100-0000-20108-				121.75
8006614	06/25/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	1,225.89			
	20710	STTM004176		100-4011-53299-				121.38
	20860	SH74371		100-4011-56301-				1,104.51
8006615	06/25/2026	PRINTED	000096	ORANGE CNTY TREASURER-TAX	12,459.00			
	20713	SH74145		100-4134-55000-				4,153.00
	20717	SH74342		100-4134-55000-				4,153.00
	20740	SH74260		100-4134-55000-				4,153.00
8006616	06/25/2026	PRINTED	002367	GUS ORTIZ	180.00			
	20855	35525		100-4011-55999-				180.00
8006617	06/25/2026	PRINTED	001069	PARKHOUSE TIRE INC	255.99			
	20923	1020306830		100-0000-15203-				255.99
8006618	06/25/2026	PRINTED	025065	RE CHAFFEE CONSTRUCTION I	10,700.85			
	11111	RETREL AGR 7838		510-0000-20103-				9,479.60
	11111	RETREL AGR 7838		510-0000-20103-				1,221.25
8006619	06/25/2026	PRINTED	001580	REACH EMPLOYEE ASSISTANCE	2,660.00			
	20770	052642		100-1401-55999-				1,330.00
	20771	062662		100-1401-55999-				1,330.00
8006620	06/25/2026	PRINTED	000331	RED WING BUSINESS ADVANTA	5,942.36			
	20022	855ST1-5040135		730-1306-54101-				529.02
	20024	855ST1-5039344		730-1306-54101-				90.57
	20025	855ST1-5029446		730-1306-54101-				245.66
	20027	855ST1-5027321		730-1306-54101-				314.62
	20028	855ST1-5000469		730-1306-54101-				250.00
	20029	855ST1-4994483		730-1306-54101-				500.00
	20031	855ST1-4976149		730-1306-54101-				343.70
	20032	855ST1-4906291		730-1306-54101-				185.32
	20035	855ST1-4805751		730-1306-54101-				301.68
	20746	855ST1-5124079		730-1306-54101-				483.77
	20747	855ST1-5129121		730-1306-54101-				550.00
	20748	855ST1-5129543		730-1306-54101-				495.62

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	20802		855ST1-5072998	730-1306-54101-			480.00	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	20804		855ST1-5145122	730-1306-54101-			189.70	
	20806		855ST1-5153697	730-1306-54101-			500.00	
	20822		855ST1-5190571	730-1306-54101-			465.46	
	20824		855ST1-5191955	730-1306-54101-			499.94	
	20825		CM855-99-60136R	730-1306-54101-			-482.70	
8006621	06/25/2026	PRINTED	025401	REGAL COURT REPORTING INC	892.40			
	20905		49536	731-1301-55102-			892.40	
8006622	06/25/2026	PRINTED	020080	REPUBLIC EVS	929.05			
	20793		13310	731-1306-50290-			929.05	
8006623	06/25/2026	PRINTED	020509	SARAH ROCHA	266.77			
	20030		PROFDEV25/26	100-1401-57102-			266.77	
8006624	06/25/2026	PRINTED	002998	KIRK SALMON	75.74			
	20732		061126RB	100-4131-53299-			75.74	
8006625	06/25/2026	PRINTED	011764	SCHOLASTIC INC	1,435.89			
	21039		84958115	100-2101-53101-			19.33	
	21040		84878169	100-2101-53101-			1,416.56	
8006626	06/25/2026	PRINTED	000372	SELMAN CHEVROLET CO	121.13			
	20794		662552	100-0000-15203-			121.13	
8006627	06/25/2026	PRINTED	019378	GABY SEVILLA	175.00			
	21028		PRODEV 25/26	100-1401-57102-			175.00	
8006628	06/25/2026	PRINTED	004604	SHRED-WISE INC	135.00			
	20828		4612043026	100-1401-53101-			50.00	
	20966		4446050426	100-1844-55999-			85.00	
8006629	06/25/2026	PRINTED	025071	SIERRA ANALYTICAL LABS IN	2,745.00			
	20763		6F17010-	600-5803-55999-			607.50	
	20765		6F19017-	600-5803-55999-			382.50	
	20766		6F17024-	600-5803-55999-			607.50	
	20767		6F19018-	600-5803-55999-			457.50	
	20768		6F17011-	600-5803-55999-			82.50	
	20769		6F19027-	600-5803-55999-			607.50	
8006630	06/25/2026	PRINTED	014719	SITEONE LANDSCAPE SUPPLY	2,153.87			
	20007		167397297-001	100-7203-53201-			2,153.87	
8006631	06/25/2026	PRINTED	000635	SMITH-EMERY LABORATORIES	6,248.80			
	20932		501971-1	263-5101-82001-			6,248.80	
8006632	06/25/2026	PRINTED	000718	SOUTH COAST AQMD	1,520.28			
	20687		4736871	600-5802-56101-			583.73	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	20688		4738813	600-5802-56101-			176.41	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	20689	4736870		600-5802-56101-			583.73	
	20690	4738812		600-5802-56101-			176.41	
8006633	06/25/2026	PRINTED	016366	SPECIALTY TRUCK COLLISION	9,284.67			
	20792	14016		731-1306-50290-			9,284.67	
8006634	06/25/2026	PRINTED	000877	INMARK	22.72			
	20588	IV00590058		100-4121-53199-			24.48	
8006635	06/25/2026	PRINTED	025458	STATEK CORPORATION	500.00			
	21022	USA250 refund		100-7001-48101-			500.00	
8006636	06/25/2026	PRINTED	001303	SUNRISE MULTISPECIALIST M	441.00			
	20799	00209447-00		100-3011-55101-			120.00	
	20991	00209656-00		100-3011-55101-			321.00	
8006637	06/25/2026	PRINTED	000402	SUSAN SAXE-CLIFFORD PHD	900.00			
	20826	26-0618-4		100-1401-55101-			450.00	
	20827	26-0615-4		100-1401-55101-			450.00	
8006638	06/25/2026	PRINTED	002294	T-MOBILE	980.00			
	20741	L2606180178		100-4131-55999-			250.00	
	20866	L2606190052		100-4131-55999-			330.00	
	20969	L2606230074		100-4131-55999-			400.00	
8006639	06/25/2026	PRINTED	001919	TETRA TECH INC	900.00			
	20837	52591446		600-5802-85107-			900.00	
8006640	06/25/2026	PRINTED	013767	AMERICAN RED CROSS -	20.30			
	20813	23297908		100-3122-57101-			20.30	
8006641	06/25/2026	PRINTED	015776	THE COUNSELING TEAM INTER	625.00			
	19751	INV110210		731-1306-55999-			625.00	
8006642	06/25/2026	PRINTED	019915	TUCKER, SHANNON	180.00			
	20962	PC MTGS 2ND QTR 2026		100-6103-55999-			180.00	
8006643	06/25/2026	PRINTED	002977	TYLER TECHNOLOGIES INC	8,692.00			
	20965	045-566977		600-1843-80201-			2,147.79	
	20965	045-566977		790-1601-80299-			6,544.21	
8006644	06/25/2026	PRINTED	000001	U S ARMOR CORP	5,118.81			
	20734	52878		100-4011-54101-			779.90	
	20970	52979		100-4011-54101-			4,338.91	
8006645	06/25/2026	PRINTED	001563	ULINE	227.20			
	20729	209182281		100-4134-53199-			227.20	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006646	06/25/2026	PRINTED	000944	UNITED PARCEL SERVICE	337.87			

DOC	INVOICE NO	ACCOUNT	AMOUNT
20901	00005733W1236 2026	100-3011-53104-	26.04
20901	00005733W1236 2026	100-5401-53299-	21.60
20901	00005733W1236 2026	100-5401-53299-	65.13
20908	00005733W1256	100-1401-53104-	17.00
20908	00005733W1256	100-4011-53104-	30.43
20908	00005733W1256	100-5401-53299-	24.71
20908	00005733W1256	100-0000-53104-	61.96
20964	00005733W1246 2026	100-0000-53104-	91.00

8006647	06/25/2026	PRINTED	016965	VAZQUEZ, DAVID	180.00			
	20958	PC MTGS 2ND QTR 2026		100-6103-55999-		180.00		
8006648	06/25/2026	PRINTED	019184	RYAN VEGA	250.00			
	20810	6-18 CA EMSA RENEWAL		225-3122-57104-		250.00		
8006649	06/25/2026	PRINTED	019822	MARTIN, ALISON	180.00			
	20959	PC MTGS 2ND QTR 2026		100-6103-55999-		180.00		
8006650	06/25/2026	PRINTED	014762	VERITEXT LLC	796.50			
	20904	9336072		731-1301-55102-		796.50		
8006651	06/25/2026	PRINTED	001845	VERIZON WIRELESS	18,119.65			
	20861	6145837793		355-4011-56201-		3,846.91		
	20863	6146244817		100-4011-56201-		2,510.85		
	20863	6146244817		100-4121-56201-		116.46		
	20863	6146244817		450-4141-56201-		245.70		
	20864	6146307693		100-4011-56201-		181.39		
	20864	6146307693		100-4121-56201-		357.34		
	20864	6146307693		100-4134-56201-		20.02		
	20974	6145805818		100-1201-56201-		38.82		
	20974	6145805818		100-1601-56201-		357.66		
	20977	6145838893		100-6301-56201-		419.34		
	20977	6145838893		100-6201-56201-		555.62		
	20977	6145838893		210-6301-55105-		219.00		
	20977	6145838893		100-6001-56201-		38.82		
	20978	6145756120		100-7001-56201-		1,744.78		
	20979	6145838895		600-5802-56201-		3,203.27		
	20980	6145739737		100-1822-56201-		155.28		
	20982	6145739738		100-5001-56201-		1,930.94		
	20982	6145739738		601-5301-56201-		1,150.35		
	20982	6145739738		270-5201-56201-		780.59		
	20982	6145739738		100-5401-56201-		164.34		
	20982	6145739738		100-5101-56201-		41.08		
	20982	6145739738		601-1601-80299-		41.09		
8006652	06/25/2026	PRINTED	009050	VULCAN MATERIALS CO	510.42			
	20762	6646211		263-5201-53201-		510.42		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8006653	06/25/2026	PRINTED	002319	WATERLINE TECHNOLOGIES	5,613.35			

DOC	INVOICE NO	ACCOUNT	AMOUNT
20775	5799626	600-5802-53201-	503.93
20776	5799623	600-5802-53201-	1,116.29
20777	5799631	600-5802-53201-	535.82
20778	5799628	600-5802-53201-	618.74
20779	5799624	600-5802-53201-	867.52
20780	5799629	600-5802-53201-	956.82
20781	5799627	600-5802-53201-	1,014.23

8006654	06/25/2026	PRINTED	025337	WELLS FARGO BANK N.A.	1,165.95			
	21047		5039079166	100-1601-56301-				585.22
	21047		5039079166	100-2101-56301-				580.73
8006655	06/25/2026	PRINTED	016092	WINZER CORPORATION	156.77			
	20892		4044808	100-0000-15203-				156.77
8006656	06/25/2026	PRINTED	002801	YO FIRE SUPPLIES	10,502.59			
	20785		1039707-01	600-5803-81999-				10,502.59
			183 CHECKS	CASH ACCOUNT TOTAL	2,889,623.24	43,684.85		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
183 CHECKS	FINAL TOTAL	2,889,623.24	43,684.85

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0371

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 06/25/26 4 of 4 reports for 07/14/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123	Date: 06-29-2026

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Tiffany Dang Key: 255ce3af4128a3a50bd1b4b009bc5bbc Tiffany Dang, Finance — Date: 06-30-2026	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad Hildenbrand, City Manager — Date: 06-30-2026	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk — Date: 06-30-2026	Comments:

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	5/17/26 to 5/30/26		
PAYCHECK DATE:	Jun 5, 2026		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 3,921,800.05		
Total Employees Paid:	*689*	***Total Vendors Paid :***	*21*

Requestor Signature:

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

Date: 6/24/26 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, ou=Civic Users Date: 2026.06.25 08:28:05 -07'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 6/25/26 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, ou=Civic Users Date: 2026.06.25 08:28:05 -07'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	5/31/26 to 6/13/26		
PAYCHECK DATE:	Jun 18, 2026		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 4,063,782.96		
Total Employees Paid:	*699*	***Total Vendors Paid :***	*25*

Requestor Signature:

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

Date: 6/24/26 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, ou=Civic Users Date: 2026.06.25 08:27:21 -07'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 6/25/26 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, ou=Civic Users Date: 2026.06.25 08:27:21 -07'00' *Pamela Coleman,* *City Clerk*	**Comments:**

Agenda Item

Orange City Council

Item #: 3.3. 7/14/2026 **File #:** 26-0325

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meetings held on June 9, and June 23 2026; and Special Meeting held on June 29, 2026

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- June 9, 2026, Regular Meeting minutes
- June 23, 2026, Regular Meeting minutes
- June 29, 2026, Special Meeting minutes

Agenda Item

Orange City Council

Item #: 3.3. 7/14/2026 **File #:** 26-0325

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meetings held on June 9, and June 23 2026; and Special Meeting held on June 29, 2026.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- June 9, 2026, Regular Meeting minutes
- June 23, 2026, Regular Meeting minutes
- June 29, 2026, Special Meeting minutes

MINUTES - DRAFT

City of Orange

Orange City Council

June 09, 2026

The City Council of the City of Orange, California convened on Tuesday, June 9, 2026, at 6:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:04 p.m.

1.1 INVOCATION

Given by Pastor Eric Turbedsky from Sovereign Grace Church of Orange.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember John Gyllenhammer.

1.3 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: None

Councilmember Dumitru jointed the meeting at 6:36 p.m.

1.4 PRESENTATIONS/ANNOUNCEMENTS

Proclamation celebrating the 75th birthday of Eva Perez

2. PUBLIC COMMENTS

Public Speakers:
Greg Arrowsmith offered scrutiny of the State budget.
Bob Feenstra described an incident that occured at a local post office.
Bennett Meltzer spoke regarding construction activity at 1465 Batavia.
Cesar Grijalva requested a code exemption to permit the storage of a boat on his property.
Jonathan Zimmerman asked staff to work with Chapman University to address concerns related to Chapman students.
Dan Swoish spoke about a billboard recently installed in his neighborhood.
Mary Oberschlake commented on behalf of Ryan Johnson regarding a contract recently approved for use of Flock cameras.
Bruce Finn expressed concerns with traffic and speeding in the Old Towne area.

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Simon Gounder spoke about the increase in the homeless population in the Plaza area, as well as weekend traffic and pedestrian safety concerns.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda

ACTION: Approved.

3.2. Confirmation of accounts payable warrant registers dated May 7, 14, 21, and 28, 2026 and payroll check registers dated May 8 and 22, 2026

ACTION: Ratified the accompanying registers.

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on May 12, 2026.

ACTION: Approved minutes as presented.

3.4. Agreement with All City Management Services, Inc. for crossing guard services during Fiscal Year 2026-2027 and 2027-2028

Item 3.4 was removed from the Consent Calendar for separate consideration by Mayor Slater.

Mayor Slater requested the school district contribute toward the cost of the crossing guard services agreement.

ACTION: A motion was made by Mayor Slater, seconded by Councilmember Gutierrez, to approve a two-year agreement with All City Management Services, Inc. in the amount of $915,000, representing the cost of crossing guard services of $884,340, plus a contingency of $30,660; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

3.5. Agreement with Western A/V for Council Chamber audio-visual presentation system upgrades

A speaker card was submitted for Item 3.5; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker:
Reggie Mundekis spoke in support of approval.

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ACTION: A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to approve the agreement with Western A/V in the amount of $130,470.82 for Council Chambers audio-visual presentation system upgrades; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

3.6. First Amendment to Agreement with CR&R Incorporated for Integrated Solid Waste Management suspending the Road Mitigation Payment and updating fees paid to the City

ACTION: Approved First Amendment to Agreement with CR&R Incorporated to suspend the existing Road Mitigation Payment and adopt a new encroachment-based Franchise Fee set at the same annual dollar amount as the Road Mitigation Payment currently in effect; and authorized the Mayor and City-Clerk to execute on behalf of the City.

3.7. Adoption of four projects into the Capital Improvement Plan; acceptance and appropriation of $1,628,550 in designated grant funding from the California Department of Transportation; and appropriation of $180,950 in local matching funds

ACTION: 1) Adopted the following four projects into the City's Capital Improvement Plan:
265125 Flashing Beacon Installation at Four (4) School Crossings
265126 HSIP Bike Lane Enhancements
265127 Signal Head Indication Upgrades
265128 Edgeline Striping Installation at Various Locations
2) Accepted into the City's Reimbursable Capital Projects (550) revenue budget $1,628,550 in grant funding from the California Department of Transportation to:
550-5703-43201-265125 Flashing Beacon Installation at 4 School Crossings $349,740
550-5703-43201-265126 HSIP Bike Lane Enhancements $349,920
550-5703-43201-265127 Signal Head Indication Upgrades $661,320
550-5703-43201-265128 Edgeline Striping Installation at Various Locations $267,570
3) Authorized the appropriation of $1,628,550 into Reimbursable Capital Projects (550):
550-5703-87101-265125 Flashing Beacon Installation at 4 School Crossings $349,740
550-5703-87102-265126 HSIP Bike Lane Enhancements $349,920
550-5703-87101-265127 Signal Head Indication Upgrades $661,320
550-5703-87102-265128 Edgeline Striping Installation at Various Locations $267,570
4) Authorized the appropriation of $180,950 from the Measure M-Traffic Improvement (263) unreserved fund balance to:
263-5703-87101-265125 Flashing Beacon Installation at 4 School Crossings $38,860
263-5703-87102-265126 HSIP Bike Lane Enhancements $38,880
263-5703-87101-265127 Signal Head Indication Upgrades $73,480
263-5703-87102-265128 Edgeline Striping Installation at Various Locations $29,730

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3.8. Award of OMNIA Partners Contract to Milliken Services, LLC for carpet and flooring replacement at Fire Stations 3, 7, and 8; and finding of California Environmental Quality Act exemption

ACTION: 1) Approved the contract with Milliken Services, LLC in the total amount of $90,785, representing an original proposal amount of $82,532, plus a 10% contingency of $8,253, for carpet and flooring replacement at Fire Stations 3, 7, and 8; and authorized the Mayor and City Clerk to execute on behalf of the City. 2) Found that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities).

3.9. Second Reading and adoption of Ordinance No. 05-26 amending Chapter 5.100 of the Orange Municipal Code to eliminate certain restrictions on the retail sale of tobacco and tobacco products and provide clarification on the transferability of Tobacco Retailer Permits

ACTION: Adopted Ordinance No. 05-26.

3.10. Second Reading and adoption of Ordinance No. 06-26 approving Zone Change No. ZC25-0002 to change the zoning classification from Limited Business Tustin Redevelopment Project Area (C-TR) to Residential Multiple Family (R-3) on a 4.23-acre site located at 2375 N Tustin Street

Note: Councilmember Gutierrez registered a no vote.

ACTION: Adopted Ordinance No. 06-26.

3.11. Second Reading and adoption of Ordinance No. 07-26 amending Title 17 of the Orange Municipal Code to comply with State law regarding Residential Care Facilities (Health and Safety Code Sections 1267.16 and 1500-1569.889)

ACTION: Adopted Ordinance No. 07-26.

3.12. Authorize purchase of Police Department uniforms from Galls, LLC.

ACTION: Approved the purchase of Police Department uniforms from Galls, LLC for $130,000.

3.13. Approval of Final Tract Map for Tract 18163 for the Mabury 22 project located at 6000 E. Mabury Avenue

ACTION: Approved Final Map for Tract 18163.

3.14. Approval of the Fiscal Year 2026-2027 Pavement Management Program budget to incorporate a list of eight arterial streets to be funded by SB 1 (The Road Repair and Accountability Act) and appropriate Road Maintenance and Rehabilitation Account funding

ACTION: Adopted Resolution No. 11694. A Resolution of the City Council of the City of Orange approving the 2026-2027 Pavement Management Program budget to incorporate a list of eight streets to be funded by SB 1: the Road Repair and Accountability Act of 2017 and appropriate Road Maintenance and Rehabilitation Account (RMRA) funding.

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3.15. Community Facilities District No. 06-1 Del Rio Public Improvements 2026 Special Tax Refunding Bonds

Item 3.15 was removed from the Consent Calendar for separate consideration by staff.

Staff provided the City Council with an opportunity for discussion, as the item includes adoption of a resolution authorizing the issuance of Tax Refunding Bonds.

ACTION: A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Gutierrez, to adopt Resolution No. 11701. A Resolution of the City Council of the City of Orange, acting as the Legislative Body of City of Orange Community Facilities District No. 06-1 (Del Rio Public Improvements), authorizing the issuance of its 2026 Special Tax Refunding Bonds and approving certain documents and taking certain other actions in connection therewith. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

Approval of the Consent Calendar

Items 3.4, 3.5, and 3.15 were removed from the Consent Calendar and heard separately. Councilmember Gutierrez registered a no vote on Item 3.10. All other items were approved as recommended.

A motion was made by Councilmember Dumitru, seconded by Councilmember Barrios, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

4.1. Review of Council Meeting Decorum Standards

Mayor Slater reviewed OMC 2.04.210 regarding decorum and reminded Councilmembers of their responsibility to maintain order and decorum during Council meetings, including in interactions with City staff.

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez)

Councilmember Gutierrez highlighted the following local business: Pacific Coast Hot Dogs (PCH).

6. AB 1234 REPORTS

None

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7. REPORTS FROM CITY MANAGER

None

8. PUBLIC HEARINGS

8.1. Public hearing and reporting on City of Orange vacancies pursuant to Government Code 3502.3

Mayor Slater opened the Public Hearing at 6:53 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 6:53 p.m.

A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Barrios, to receive and file report of City vacancies, recruitment, and retention efforts. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

8.2. Public Hearing to consider adoption of the City of Orange 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan and Introduction and First Reading of Ordinance No. 10-26 updating regulations to prohibit potable water from being used to irrigate non-functional turf areas

Mayor Slater opened the Public Hearing at 6:55 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 6:55 p.m.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to: 1) Adopt Resolution No. 11692. A Resolution of the City Council of the City of Orange adopting the City of Orange 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan. 2) Introduce and conduct First Reading of Ordinance No. 10-26. An Ordinance of the City Council of the City of Orange prohibiting potable water from being used to irrigate areas of non-functional turf. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

8.3. Public Hearing to consider approval of the Landscape Maintenance Assessment Districts 86-2 (Santiago Hills), and 15-1 (Santiago Hills Overlay) Final Engineer's Report for Fiscal Year 2026-2027

Councilmember Gyllenhammer recused himself from Item 8.3 due to a potential conflict with a nearby property interest and left the dais at 6:57 p.m.

Mayor Slater opened the Public Hearing at 6:58 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 6:58 p.m.

City Clerk Coleman verified no written protests had been received.

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A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to 1) Adopt Resolution No. 11695. A Resolution of the City Council of the City of Orange approving the Engineer's Report and providing for the annual assessment for Landscape Maintenance Assessment Districts 86-2 (Santiago Hills) and 15-1 (Santiago Hills Overlay). 2) Establish the assessment per single family detached unit per year for Fiscal Year 2026-2027 for Landscape Maintenance Assessment Districts 86-2 (Santiago Hills) and 15-1 (Santiago Hills Overlay) at $369.44 and $287.68 respectively for single family detached, and $221.66 and $204.25 respectively for condominiums. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: None
Recuse: Gyllenhammer

Councilmember Gyllenhammer returned to the dais at 6:59 p.m.

8.4. Public Hearing to consider approval of the Landscape Maintenance Assessment District 94-1 (Sycamore Crossing) Final Engineer's Report for Fiscal Year 2026-2027

Mayor Slater opened the Public Hearing at 7:00 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 7:00 p.m.

City Clerk Coleman verified no written protests had been received.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Barrios, to: 1) Adopt Resolution No. 11696. A Resolution of the City Council of the City of Orange approving the Engineer's Report and providing for the annual assessment for Landscape Maintenance Assessment District 94-1 (Sycamore Crossing). 2) Establish the assessment for Fiscal Year 2026-2027 for Landscape Maintenance Assessment District 94-1 (Sycamore Crossing) at $293.08 per single family unit per year. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

8.5. Continued Public Hearing to consider Introduction and First Reading of Ordinance No. 04-26 adding Chapter 8.38 of Title 8 ("Health and Safety") to the Orange Municipal Code relating to maintenance and security standards for unoccupied or abandoned properties and adoption of fees and fines for regulations, monitoring and progressive administrative citations (Continued from May 26, 2026)

A motion was made by Councilmember Barrios, seconded by Councilmember Dumitru, to continue this item to the June 23, 2026, Regular City Council meeting. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

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9. ADMINISTRATIVE REPORTS

9.1. Fiscal Year 2026-2027 City of Orange Operating Budget and Five-Year Capital Improvement Program

Finance Director Trang Nguyen and Assistant Finance Director Michelle Kresan presented the staff report utilizing a PowerPoint presentation.

Council discussed potential actions should the sales tax measure not pass in November, including conducting public budget study sessions, evaluating expenditure reductions and service level adjustments, and other fiscal measures necessary to support the City's long-term fiscal sustainability. Councilmember Barrios made a motion to amend Resolution No. 11702 with the following language added in the preamble:

WHEREAS, the City Council recognizes that the City's long-term financial projections identify a structural imbalance between ongoing revenues and expenditures; and

WHEREAS, the City Council has placed a local transaction and use tax measure before the voters to provide funding for essential City services, infrastructure maintenance, public safety, parks, homelessness response, and other community priorities; and

WHEREAS, absent approval of such measure, the City will be required to consider expenditure reductions, service level adjustments, and other fiscal measures necessary to maintain long-term fiscal sustainability; and

WHEREAS, it is the intent of the City Council that, in the event the measure is not approved by the voters, the City Council shall conduct a public budget study session no later than January 2027 and direct staff to develop and present a comprehensive fiscal stabilization plan identifying expenditure reductions, service level adjustments, position eliminations, and other corrective measures necessary to eliminate the City's ongoing structural budget imbalance and restore long-term fiscal sustainability.

The motion was seconded by Councilmember Tavoularis.

During further discussion, Councilmember Gyllenhammer stated that he could not support adoption of the budget unless it was balanced.

A motion was made by Councilmember Barrios, seconded by Councilmember Tavoularis, to:
1) Adopt amended Resolution No. 11702 with the added language to the preamble as stated by Councilmember Barrios. A Resolution of the City Council of the City of Orange adopting said City's Budget for the Fiscal Year 2026-27 and authorizing transfer of funds within and between appropriations, transfer of funds between funds, and additional appropriations.
a. Total revenues of $292.4 million and total expenditures of $315.7 million, including transfers.

b. General Fund revenues totaling $170.7 million and expenditures totaling $169.6 million;
c. Staffing for Fiscal Year 2026-2027 at 708.7 budgeted FTEs; and
d. Five-Year Capital Improvement Program.
2) Adopt Resolution No. 11699. A Resolution of the City Council of the City of Orange adopting the appropriations limit for the Fiscal Year 2026-2027.
3) Adopt Resolution No. 11700. A Resolution of the City Council of the City of Orange amending Resolution No. 11668 between the City of Orange and the Orange Municipal Employees' Association.
The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: Gyllenhammer
Absent: None

9.2. Resolutions declaring certain real properties of the City of Orange and formerly the Successor Agency to the Orange Redevelopment Agency as Surplus Land and Exempt Surplus Land pursuant to the California Surplus Land Act (Government Code Sections 54220 et seq.)

Senior Administrative Analyst Taylor Samuelson presented the staff report utilizing a PowerPoint presentation.

Public Speakers:
Reggie Mundekis spoke in support.
Doug Redding expressed concerns with declaring historical homes and properties as surplus.

During Council discussion, staff clarified that declaring properties as surplus does not obligate the City to sell them and that properties may be removed from the surplus land list at any time and properties remain contributing historical assets with protections.

A motion was made by Councilmember Barrios, seconded by Councilmember Gyllenhammer, to:
1) Adopt Resolution No. 11697. A Resolution of the City Council of the City of Orange declaring certain real properties to be exempt surplus land pursuant to the Small Parcel Exemption of the Surplus Land Act (Government Code Section 54221(f)(1)(B)), making findings in support thereof, and authorizing the City Manager to take all actions necessary to effect the disposition of such properties.
2) Adopt Resolution No. 11698. A Resolution of the City Council of the City of Orange declaring certain real properties to be surplus land pursuant to the Surplus Land Act (Government Code Section 54221(b)), making findings in support thereof, directing staff to comply with the notice and negotiation requirements of the Surplus Land Act, and authorizing the City Manager to take all actions necessary to effect the disposition of such properties.
3) Authorize the City Manager, or designee, to take all actions necessary to effectuate the disposition of the subject properties consistent with the resolutions, the Surplus Land Act and HCD Guidelines, the Long Range Property Management Plan and Dissolution Act (to the extent applicable), and other applicable law, including transmitting all required findings, notices, and documentation to the California Department of Housing and Community Development through the Surplus Land Portal.

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The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

9.3. Brown Act Updates (SB 707) Presentation

City Clerk Pamela Coleman presented the staff report utilizing a PowerPoint presentation and reviewed the new requirements established under SB 707.

Public Speaker:
Mary Oberschlake spoke in support of the new requirements.

A motion was made by Councilmember Barrios, seconded by Councilmember Dumitru, to adopt Resolution No. 11703. A Resolution of the City Council determining reasonable efforts to encourage public participation in City Council meetings pursuant to Government Code Section 54953.4. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:42 p.m.

The next Regular City Council meeting will be held on Tuesday, June 23, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

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MINUTES - DRAFT

City of Orange

Orange City Council

June 23, 2026

The City Council of the City of Orange, California convened on Tuesday, June 23, 2026, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:01 p.m.

1.1 ROLL CALL

Present: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: Bilodeau

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:02 p.m. with all Members present, except Mayor pro tem Bilodeau who was absent, to discuss the following:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - One case
Name of Case: Chapman BCB, LLC.
United States Bankruptcy Court Case No. 8:25-bk-11286

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 5:35 p.m.

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6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:02 p.m.

1.1 INVOCATION

Given by Provided by Father Joseph Tran from Holy Family Catholic Church.

1.2 PLEDGE OF ALLEGIANCE

Led by Led by Councilmember Arianna Barrios.

1.3 ROLL CALL

Present: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: Bilodeau

1.4 PRESENTATIONS/ANNOUNCEMENTS

Proclamation recognizing July 2026 as "Parks Make Life Better® Month"

Proclamation celebrating the 100th birthday of Orange resident Phyllis Taylor

Proclamation honoring the 2026 Housing Solutions and American Success Summit held at Chapman University in observance of National Homeownership Month

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Speakers:
Dan Swoish spoke about a billboard installed in his neighborhood.
Greg Arrowsmith spoke regarding the salary of State Investment Officers.
David Faraone expressed support for the Sales Tax Measure appearing on the November 3, 2026, ballot.
Ric Olsen, Sons of the American Revolutionary War, presented an overview of U.S. History focused on events of the American Revolutionary War.
Mary Oberschlake commented on behalf of Ryan Johnson regarding concerns related to Flock cameras.
James Kushon expressed disappointment regarding the lack of America 250 celebrations in Orange.

Written Public Comments
Janice Brownfield submitted an email requesting the City's support of State legislation intended to address rising utility costs.
Daniel Martinez submitted an eComment suggesting the City host a community block party or picnic to clebrate America 250.

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3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda

ACTION: Approved.

3.2. Approval of minutes of the City of Orange City Council Regular Meeting held on May 26, 2026; and Special Meeting held on June 3, 2026

ACTION: Approved minutes as presented.

3.3. Agreements with Archie's Towing and Southside Towing for Towing and Storage Services

ACTION: 1) Approved the agreements with Archie's Towing and Southside Towing for Towing and Storage Services; and authorized the Mayor and City Clerk to execute on behalf of the City.
2) Approved the Fee Schedule for Contracted Tow Companies, effective July 1, 2026.

3.4. Agreement with Major League Softball, Inc., for Ball Field Maintenance and Adult Softball Program Services

ACTION: 1) Approved the agreement with Major League Softball, Inc. to administer the City's adult softball program for a five-year term commencing July 1, 2026, and authorized the Mayor and City Clerk to execute on behalf of the City. 2) Authorized the City Manager to execute optional renewals as outlined in the agreement.

3.5. Appropriation of $118,334.68 in designated Public Safety Realignment/Assembly Bill 109 funding received from the County of Orange

ACTION: 1) Accepted into the City's General Fund (100) revenue budget a $118,334.68 deposit from the County of Orange to:
100-4131-43299-254024 Other - Post Release Community Supervision
2) Authorized the appropriation of $118,334.68 into General Fund (100):

100-4131-51003-254024	Overtime - Post Release Com. Supervision	$105,455.60
100-4131-53199-254024	Miscellaneous Operating Supplies	$12,879.08

3.6. Award of Contract to CJ Concrete Construction, Inc. for Annual Concrete Replacement at Various Locations FY 2025-2026 and appropriation of funds

ACTION: 1) Approved the contract with CJ Concrete Construction, Inc. in the amount of $597,816 representing an original amount of $519,840 plus a 15% contingency of $77,976 for Annual Concrete Replacement at Various Locations FY 2025-2026; and authorized the Mayor and City Clerk to execute on behalf of the City.
2) Authorized the appropriation of $190,000 from the Measure M - Traffic Improvement (263) unreserved fund balance to:
263-5101-87102-255702 Pavement Management Program

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3) Authorized the appropriation of $50,600 from the Capital Projects Fund (500) unreserved fund balance to:
500-5704-87101-265072 Minor Traffic Control Devices

3.7. Notice of Completion and Acceptance for Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation

ACTION: 1) Accepted Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation as complete.
2) Authorized City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

3.8. Second Reading and adoption of Ordinance No. 10-26 prohibiting potable water from being used to irrigate areas of non-functional turf

ACTION: Adopted Ordinance No. 10-26.

3.9. Authorize the purchase of materials and supplies for water maintenance operations from various vendors

ACTION: Authorized the Fiscal Year 2026-2027 purchase orders for miscellaneous materials and supplies for a total of $1,940,000.

3.10. Temporary suspension of neighborhood permit parking restrictions in Permit Parking Areas "D" and "G"

ACTION: Approved the temporary suspension of permit parking restrictions in Permit Parking Areas "D" and "G", on Saturday, August 1, 2026.

3.11. Status and update of the Local Signal Synchronization Plan and the Pavement Management Program for the Measure M2 program, and approval of the City's Measure M2 Seven Year CIP for Fiscal Years 2026-2027 through 2032-2033 and the addition of four Council approved projects to the Measure M2 Seven Year CIP for Fiscal Years 2025-2026 through 2031-2032

ACTION: 1) Adopted Resolution No. 11693. A Resolution of the City Council of the City of Orange concerning the status and update of the Pavement Management Program for the Measure M (M2) Program.
2) Adopted Resolution No. 11704. A Resolution of the City Council of the City of Orange concerning the update of the Local Signal Synchronization Plan for the Measure M (M2) Program.
3) Approved the Measure M2 Seven-Year Capital Improvement Program for Fiscal Year 2026-2027 through 2032-2033 to comply with Measure M2 eligibility criteria.
4) Approved the addition of the following Council approved CIP projects to the Measure M2 Seven-Year Capital Improvement Program for Fiscal Year 2025-2026 through 2031-2032:
Project Number 265125 - Flashing Beacon Installation at Four School Crossings
Project Number 265126 - HSIP Bike Lane Enhancements
Project Number 265127 - Signal Head Indication Upgrades
Project Number 265128 - Edgeline Striping Installation at Various Locations
5) Authorized staff to submit M2 eligibility documentation to the Orange County Transportation Authority.

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3.12. Adoption of Resolution No. 11705 amending the submission to the qualified electors of the City a certain measure relating to expanding and increasing the City's transient occupancy tax

ACTION: Adopted Resolution No. 11705. A Resolution of the City Council of the City of Orange amending the submission to the qualified electors of the City a certain measure relating to expanding and increasing the rate of the City's transient occupancy tax at the November 3, 2026, General Municipal Election as called by Resolution No. 11669 and Resolution No. 11690.

Approval of the Consent Calendar

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to approve the Consent Calendar as presented. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

Mayor Slater announced current vacancies on various Boards, Commissions, and Committees.

5. REPORTS FROM COUNCILMEMBERS

None

6. AB 1234 REPORTS

None

7. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Reappointment of Planning Commissioner David Vazquez

A motion was made by Councilmember Dumitru, seconded by Councilmember Gyllenhammer, to confirm Mayor Slater's recommendation to reappoint David Vazquez to the Planning Commission for a four-year term commencing July 1, 2026, and expiring June 30, 2030. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

8. REPORTS FROM CITY MANAGER

None

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9. PUBLIC HEARINGS

9.1. Continued Public Hearing to consider Introduction and First Reading of Ordinance No. 04-26 adding Chapter 8.38 of Title 8 ("Health and Safety") to the Orange Municipal Code relating to maintenance and security standards for unoccupied or abandoned properties and adoption of fees and fines for regulations, monitoring and progressive administrative citations (Continued from June 9, 2026)

Mayor Slater opened the Public Hearing at 6:43 p.m.

Public Speakers:
Reggie Mundekis spoke in support of the item.
Laura Taylor spoke in support of the item.

Mayor Slater closed the Public Hearing at 6:46 p.m.

Staff confirmed the Apartment Association of Orange County supports the ordinance as written, following the removal of the registration requirement.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Barrios, to:
1) Introduce and conduct First Reading of Ordinance No. 04-26. An Ordinance of the City Council of the City of Orange adding Chapter 8.38 to the Orange Municipal Code relating to the maintenance and security standards for unoccupied or abandoned properties.
2) Adopt Resolution No. 11687. A Resolution of the City Council of the City of Orange amending the City's Master Fee Schedule setting the amount of fees and fines for regulations, monitoring and progressive administrative citations relating to unoccupied or abandoned properties as contained in newly added Chapter 8.38 of the Orange Municipal Code. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

9.2. Second Public Hearing to discuss and consider a draft City Charter

Deputy City Manager Jack Morgan presented the staff report utilizing a PowerPoint presentation and reviewed the items of interest raised during the previous Public Hearing.

Mayor Slater opened the Public Hearing at 7:03 p.m.

Public Speakers:
Curt Peterson spoke in support of adopting a charter.
Mary Oberschlake spoke in opposition to adopting a charter.
Reggie Mundekis spoke in opposition to adopting a charter.

Mayor Slater closed the Public Hearing at 7:06 p.m.

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During discussion, Council expressed concerns regarding provisions in the draft related to Council districts, the extension of Council terms, and the holding of concurrent elected offices.

With Council consensus, staff was directed to return with a revised charter for consideration at the July 14 meeting.

10. ADMINISTRATIVE REPORTS

10.1. Progress update regarding the 2025 Design Review Committee (DRC) Ordinance No. 18-25

Planning Manager Hayden Beckman provided an update on the outcomes resulting from the revisions to the Design Review Committee ordinance at the end of 2025.

The report was received and filed.

10.2. Policies and Procedures for the Business Assistance Façade Program funded through the Community Development Block Grant Program

A motion was made by Councilmember Gutierrez, seconded by Councilmember Barrios, to:
1) Approve the Policies and Procedures for the Business Assistance Façade Program.
2) Submit the Policies and Procedures for the Business Assistance Façade Program to the Department of Housing and Urban Development for approval.
The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

10.3. Adoption of the revised Fiscal Years 2025-2030 Citywide Strategic Plan

Deputy City Manager Morgan provided a brief overview of the revisions.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Dumitru, to adopt the revised Fiscal Years 2025-2030 Citywide Strategic Plan. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

10.4. Review draft Resolution No. 11689 reaffirming the City's commitment to responsible stewardship of the public's money

Deputy City Manager Morgan reviewed the changes made to the resolution reaffirming the City's commitment to responsible financial stewardship.

Council discussed proposed language regarding the City's support for vulnerable populations, the prioritization of fiscal responsibility, and potential revisions to the title "The Contract with Orange."

During discussion, Councilmember Barrios proposed reordering the sections of the resolution by moving current Section 5 *Fiscal Responsibility and Balanced Budgeting* to

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Section 1, current Section 6 *Pension and Other Post-Employment Benefits Liability Reduction and Long-Term Sustainability* to Section 2, and current Section 2 *Independent Oversight Committee* to Section 3.

A motion was made by Mayor Slater, seconded by Councilmember Dumitru, to adopt amended Resolution No. 11689 with the following revisions: reordering Sections 5, 6, and 2 as proposed by Councilmember Barrios; revising the title to "Rebuild Orange;" deleting the phrase "will support vulnerable populations in our community that need assistance" from Section 8; and inserting "homeless prevention" after "emergency response readiness" in Section 1. The motion carried by the following vote:

Ayes: Dumitru, Gutierrez, Tavoularis, and Slater
Noes: Barrios, and Gyllenhammer
Absent: Bilodeau

11. LEGAL AFFAIRS

11.1. Introduction and First Reading of Ordinance No. 11-26 amending Chapter 10.40 of the Orange Municipal Code pertaining to parking meter zones

Administrative Manager Laura Lombardo provided a brief staff report and confirmed the ordinance would extend parking meter time limits.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to Introduce and conduct First Reading of Ordinance No. 11-26. An Ordinance of the City Council of the City of Orange amending Chapter 10.40 of the Orange Municipal Code pertaining to parking meter zones. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: Bilodeau

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:10 p.m.

The next Regular City Council meeting will be held on Tuesday, July 14, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

A Special meeting will be held on Monday, June 29, 2026, at 4:00 p.m., in the Council Chamber.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

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MINUTES - DRAFT

City of Orange

Orange City Council

June 29, 2026

The City Council of the City of Orange, California convened on Monday, June 29, 2026, at 4:00 p.m. in a Special Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

4:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 4:04 p.m.

1.1 PLEDGE OF ALLEGIANCE

Led by Councilmember Jon Dumitru.

1.2 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: None

Mayor pro tem Bilodeau joined the meeting at 4:09 p.m.

1.3 PRESENTATIONS

Proclamation recognizing the United States Semiquincentennial (1776-2026)

2. PUBLIC HEARINGS

2.1. Public Hearing to Receive the Required Report and Consider Extending Interim Urgency Ordinance No. 08-26 Establishing a Temporary Moratorium on New Massage Establishments

Senior Code Compliance Officer Adam Davis provided a brief staff report.

Mayor Slater opened the Public Hearing at 4:09 p.m.

Public Speakers:
The following spoke in support of adoption: Carolyn Cavecche, Sean Chavarria, and Brandy Romero.

Mayor Slater closed the Public Hearing at 4:13 p.m.

Council discussed the current number of massage establishments in the City and the illegal activity occurring at some establishments.

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A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to adopt Urgency Ordinance No. 08-26-A extending Interim Urgency Ordinance No. 08-26 establishing a temporary moratorium on new massage establishments and the expansion of existing massage establishments for an additional twenty-two (22) months and fifteen (15) days while the City completes its review and adoption of updated Municipal Code and Zoning Code regulations. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

3. CLOSED SESSION

The City Council recessed to Closed Session at 4:23 p.m. with all Members present to discuss the following:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - One case
Name of Case: Cole McDonough v. City of Orange, et al.
United States District Court Case No. 8:26-cv-00881-JDE

4. CLOSED SESSION REPORT

Council reconvened in Regular Session at 4:38 p.m. with nothing to report.

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 4:38 p.m.

The next Regular City Council meeting will be held on Tuesday, July 14, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

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Agenda Item

Orange City Council

Item #: 3.4. 7/14/2026 **File #:** 26-0185

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Steven Scardina, Information Technology Manager**

1. SUBJECT
Agreement with Triad Consulting & System Design Group, L.L.C. for security consulting services

2. SUMMARY
Triad Consulting proposes to serve as the City's independent oversight and monitoring partner for its security systems, ensuring continuous uptime, proper maintenance, and reliable performance across cameras, access control, LPR, servers, and related infrastructure.

3. RECOMMENDED ACTION
Approve the two-year with three optional annual extensions agreement with Triad Consulting & System Design Group, L.L.C. in the amount of $147,000.00 for security consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The total expense for the two-year agreement is $147,000.00 and will be funded through General Fund (100):

100-1601-56999 Other repair and maintenance services

The two-year agreement total is $147,000.00. Costs for year 1 is $77,400.00 and year 2 is $69,600. Year 1 contains a one-time configuration and setup cost and therefore higher than year 2. Optional years 3, 4, and 5 are $73,080.00, $76,734.00, and $80,570.00 respectively.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
The City has made significant investments in a security system platform initially starting with a City Council approval August 11, 2015. The initial procurement occurred to acquire cameras and license plate readers at the parking structure and train station followed by subsequent camera replacements for the Police and Library facilities. Further expansions occurred at various parks and other City facilities for cameras, duress buttons, and access control now encompassing a total of 340 cameras and 140 doors.

The system has grown so large it is difficult to manage with internal resources. Since 2019, the City

has increasingly relied on Triad Consulting for their expertise in security and specific knowledge of the City's security platform utilizing the Genetec software. Since 2021, the maintenance of the security platform system has been provided by Siemens as a security integrator. Their current contract is set to expire this fall. A request for proposal (RFP) is currently being drafted to competitively evaluate security integrators to support the system. This creates a unique opportunity to reexamine how maintenance of the system is conducted.

Triad Consulting proposes a practical and cost-effective solution to strengthen oversight of the City of Orange's security system. Rather than performing hands-on maintenance themselves, Triad would serve as the City's independent expert manager and 24/7 monitor, ensuring the security integrator delivers reliable performance across cameras, access control, license plate recognition, and supporting infrastructure. With Triad assuming these responsibilities, the City can reduce responsibilities provided by a security integrator.

Triad proposes to also act as the City's dedicated oversight and monitoring partner, ensuring the system stays healthy, secure, and fully operational. Triad will independently monitor the overall health of the City's security platform and oversee the performance of the security integrator, verifying that contractual maintenance obligations are fulfilled and advising the City regarding system performance. Instead of relying on the security integrator's self-reporting, Triad will verify all work, track issues, and ensure proper certifications and background checks, and confirm repairs and preventative maintenance are done correctly. This ensures accountability and avoids system failures caused by missed or low-quality maintenance.

In addition, Triad will manage software and firmware updates, cybersecurity alerts, lifecycle tracking, asset inventories, and health dashboards, giving the City one organized view of its entire security environment. This reduces surprises, extends equipment life, and supports better budgeting. With automated monitoring, Triad will identify issues immediately, determine whether they are hardware or software related, and coordinate the right team to fix the problem. The City gets faster resolution and clearer communication. Through lifecycle management and performance analytics, Triad will help the City plan replacements, upgrades, and maintenance proactively reducing emergency costs and limiting system downtime.

Overall, this arrangement delivers value by providing continuous remote system monitoring and catches problems early, preventive maintenance is completed on schedule, software and firmware updates are properly managed, and every repair or change is tracked with full accountability. Triad will provide structure, expertise, and real-time visibility to a system that has become complex and critical to manage informally.

Staff anticipates a lower overall cost for the security platform maintenance by shifting some of that responsibility to Triad with an expected overall reduction in scope and cost for the security platform system maintenance. The RFP for a security integrator is greatly influenced by this proposed oversight contract as it significantly affects the security integrator RFP scope. Upon approval, staff will immediately finalize an RFP for a security integrator.

7. ATTACHMENTS

- Agreement with Triad Consulting

Agenda Item

Orange City Council

Item #: 3.4. 7/14/2026 **File #:** 26-0185

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Steven Scardina, Information Technology Manager**

1. SUBJECT
Agreement with Triad Consulting & System Design Group, L.L.C. for security consulting services.

2. SUMMARY
Triad Consulting proposes to serve as the City's independent oversight and monitoring partner for its security systems, ensuring continuous uptime, proper maintenance, and reliable performance across cameras, access control, LPR, servers, and related infrastructure.

3. RECOMMENDED ACTION
Approve the two-year with three optional annual extension agreement with Triad Consulting & System Design Group, L.L.C. in the amount of $147,000.00 for security consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The total expense for the two-year agreement is $147,000.00 and will be funded through General Fund (100):

100-1601-56999 Other repair and maintenance services $

The two-year agreement total is $147,000.00. Costs for year 1 is $77,400.00 and year 2 is $69,600. Year 1 contains a one-time configuration and setup cost and therefore higher than year 2. Optional years 3,4, and 5 are $73,080.00, $76,734.00, and $80,570.00 respectively.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
The City has made significant investments in a security system platform initially starting with a City Council approval August 11, 2015. The initial procurement occurred to acquire cameras and license plate readers at the parking structure and train station followed by subsequent camera replacements for the Police and Library facilities. Further expansions occurred at various parks and other City facilities for cameras, duress buttons, and access control now encompassing a total of 340 cameras and 140 doors.

The system has grown so large it is difficult to manage with internal resources. Since 2019, the City

has increasingly relied on Triad Consulting for their expertise in security and specific knowledge of the City's security platform utilizing the Genetec software. Since 2021, the maintenance of the security platform system has been provided by Siemens as a security integrator. Their current contract is set to expire this fall. A request for proposal (RFP) is currently being drafted to competitively evaluate security integrators to support the system. This creates a unique opportunity to reexamine how maintenance of the system is conducted.

Triad Consulting proposes a practical and cost-effective solution to strengthen oversight of the City of Orange's security system. Rather than performing hands-on maintenance themselves, Triad would serve as the City's independent expert manager and 24/7 monitor, ensuring the security integrator delivers reliable performance across cameras, access control, license plate recognition, and supporting infrastructure. With Triad assuming these responsibilities, the City can reduce responsibilities provided by a security integrator.

Triad proposes to also act as the City's dedicated oversight and monitoring partner, ensuring the system stays healthy, secure, and fully operational. Triad will independently monitor the overall health of the City's security platform and oversee the performance of the security integrator, verifying that contractual maintenance obligations are fulfilled and advising the City regarding system performance. Instead of relying on the security integrator's self-reporting, Triad will verify all work, track issues, and ensure proper certifications and background checks, and confirm repairs and preventative maintenance are done correctly. This ensures accountability and avoids system failures caused by missed or low-quality maintenance.

In addition, Triad will manage software and firmware updates, cybersecurity alerts, lifecycle tracking, asset inventories, and health dashboards, giving the City one organized view of its entire security environment. This reduces surprises, extends equipment life, and supports better budgeting. With automated monitoring, Triad will identify issues immediately, determine whether they are hardware or software related, and coordinate the right team to fix the problem. The City gets faster resolution and clearer communication. Through lifecycle management and performance analytics, Triad will help the City plan replacements, upgrades, and maintenance proactively reducing emergency costs and limiting system downtime.

Overall, this arrangement delivers value by providing continuous remote system monitoring and catches problems early, preventive maintenance is completed on schedule, software and firmware updates are properly managed, and every repair or change is tracked with full accountability. Triad will provide structure, expertise, and real-time visibility to a system that has become complex and critical to manage informally.

Staff anticipates a lower overall cost for the security platform maintenance by shifting some of that responsibility to Triad with an expected overall reduction in scope and cost for the security platform system maintenance. The RFP for a security integrator is greatly influenced by this proposed oversight contract as it significantly affects the security integrator RFP scope. Upon approval, staff will immediately finalize an RFP for a security integrator.

7. ATTACHMENTS

- Agreement with Triad Consulting

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PROFESSIONAL SERVICES AGREEMENT
[Security Consulting Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2026 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC, a California limited liability company ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS and 00/100 ($147,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

2.1 Term and Extension(s)

a. The Initial Term of this Agreement is two (2) years (the "Initial Term"), commencing September 22, 2026 and expiring on September 21, 2028 (the "Expiration Date"); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the "First Extension Term") commencing September 22, 2028, and terminating September 21, 2029, in an annual amount not to exceed SEVENTY-THREE THOUSAND EIGHTY DOLLARS and 00/100 ($73,080.00);

- Second Extension (the "Second Extension Term") commencing September 22, 2029, and terminating September 21, 2030, in an annual amount not to exceed SEVENTY SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS and 00/100 ($76,734.00);

- Third Extension (the "Third Extension Term") commencing September 22, 2030, and terminating September 21, 2031, in an annual amount not to exceed EIGHTY THOUSAND FIVE HUNDRED SEVENTY DOLLARS and 00/100 ($80,570.00).

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City's intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City's notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council's approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

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d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. Designated Persons. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force

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or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto] or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

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c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep

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such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

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this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

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(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.b.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.d.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. **Integration**. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

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"CONTRACTOR"	"CITY"
Triad Consulting & Design Group, LLC 4160 Temescal Canyon Road, Suite 401 Corona, CA 92883 Attn.: Gregory Brandon	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Mike Dering
Telephone: 949-943-9422 E-Mail: gbrandon@triadsdg.com	Telephone: 714-744-2285 E-Mail: mdering@cityoforange.org

25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

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IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC, a California limited liability company

DocuSigned by:
*By: Gregory Brandon
F46353DDB8C440A...
Printed Name: Gregory Brandon
Title: Principal

Signed by:
*By: Micheal Ulwelling,
3D2F438A6E814C2...
Printed Name: Micheal Ulwelling,
Title: Managing Director

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Connor Hyland
Senior Assistant City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√X

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EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

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TRIAD CONSULTING
& SYSTEM DESIGN GROUP, LLC

June 29, 2026

Steve Scardina / Michael Dering
City Of Orange
IT Department
300 E. Chapman
Orange, CA 92866

Subject: City of Orange: Security Maintenance Contract Oversite

Steve / Mike:

Triad Consulting & System Design Group, LLC (Triad) is pleased to propose to the City of Orange a yearly Security Maintenance Oversite proposed scope of work to support and management of the City's Electronic Security System field equipment currently in place to include

- Video Surveillance
- Servers
- Intercommunication
- Associated Hardware
- Access Control
- Intrusion Alarm
- License Plate Recognition

The following scope of work is for Monitoring of Security Systems and oversite of the City yearly Maintenance Contract provided by others.

SCOPE OF WORK

1.1 MAINTENANCE CONTRACT OVERSIGHT AND SYSTEM MONITORING

A. Maintenance Contract Terms

1. The term of this agreement will be for two years, with three (3), one-year options to extend.

B. General

1. Triad Consulting & System Design Group, LLC (Triad) shall provide management oversight of the service Contractor to perform all ongoing maintenance, repair, preventive maintenance including "Moves, Adds, and Changes" (MAC) for the

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Electronic Security System (ESS) field equipment which comprises an Electronic Access Control and Intrusion Detection System (EACIDS), Video Surveillance System (VSS), License Plate Recognition System (LPR), and Intercommunications System (ICS) to ensure that the systems, associated hardware, and all their subcomponents are fully functional 24-hours per day, 7 days a week, throughout the term of the Contract for the sole purpose of providing proper, safe and reliable operations of the ESS at City of Orange facilities. The ESS operates on the Genetec Security Center 5.13 platform.

2. Triad shall provide services for maintaining the headend equipment such as servers, software updates and patches, firmware updates, and maintaining and health monitoring the operation of the ESS. Updates to software and system programming shall be provided by the Triad in coordination with City of Orange IT staff. Software updates shall be implemented using the Genetec Upgrade Service (GUS) which is an automated system to keep system software current.

3. ESS is a critical security component required to function in support of City of Orange's Facility Security Plan. Triad shall provide oversight to ensure the service Contractor maintains the operation and maintainability of City of Orange's ESS field devices. ESS consists of multiple systems, subsystems, and respective components that manage/control ingress and egress of persons through numerous points at City of Orange facilities.

4. Triad shall verify and monitor that assigned Contractor staff are Genetec certified and have passed proper background checks. Letter must be submitted to Triad and the city before staff are assigned to work at any of the city sites. Should the contractor change staff assignments to this contract Triad will verify with Genetec that Contractor staff are certified.

5. Triad shall coordinate with the City of Orange Information Technology Department to schedule any work affecting operation at any site. Triad shall provide remote monitoring of the system to ensure the system and equipment are operating properly. When monitoring detects a system problem Triad will provide services to resolve the problem. When field devices are involved, Triad shall coordinate with the service Contractor to dispatch personnel for additional troubleshooting and repair.

6. Triad shall coordinate with the City of Orange to designate city personnel that shall be able to contact Triad when they note any issue related to the security system. Within 2 hours Triad shall research the problem to identify if it is a software problem or hardware problem. For software problems Triad will determine if the problem can be resolved remotely or if a site visit is required. If the problem is determined to be a hardware problem Triad shall generate a service request to the contracted service provider and track the progress of the resolution. Triad shall maintain communications with the requester to ensure the city is kept current on progress towards resolution.

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7. Triad shall maintain a record of the services provided under the service contract by type of service including MACs, repairs, and preventive maintenance. The record must include, at a minimum, date, time, employee name, activity or problem descriptions, actions or resolutions, and City of Orange/Triad personnel referring the service call. Triad shall maintain a record of work tickets identifying work completed by the service contractor.

C. Service Contract Oversight

1. Triad shall oversee the service contract and verify maintenance work is performed as identified in the service contract.

2. Triad shall create a service log identifying maintenance services to be performed each month. The service contractor shall complete the form, and Triad will verify the work has been done.

3. When system monitoring identifies field hardware that has failed or needs service covered under the service contract Triad shall issue a repair ticket and oversee the contractor's work to verify repairs are completed.

4. Triad shall monitor the SMA for the system to ensure the service provider maintains current activation of the SMA agreement for all supported devices.

5. Triad shall oversee the spare parts inventory to ensure adequate supplies are available to quickly replace any field hardware devices.

D. Preventative Maintenance Requirements

1. General: Software and firmware updates shall be managed by Triad in coordination with the City of Orange.

2. Triad shall provide remote monitoring of the system. Remote monitoring shall be configured to notify Triad when there is a system problem. Triad will also run weekly system reports to monitor system health. This may help identify problems before they affect system operation.

3. Maintenance Device Schedule: Triad shall provide a device maintenance schedule to the service contractor to provide clear direction of devices to be serviced each month. Triad shall provide oversight to ensure the contractor has properly completed the maintenance items. Maintenance items provided under the service contract are listed below.

4. ESS Maintenance Requirements
   a. General: This information is provided to identify the service requirements that Triad will provide oversight services to ensure they are completed per the service contract requirements.

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b. There are approximately 140 access-controlled portals at City of Orange facilities. Each portal shall be checked yearly to ensure proper operation. The Contractor shall check 1/12 of the portals each month such that all portals are checked within a calendar year. Complete the following tasks:
   1) Inspect the reader to ensure there is no foreign substances on the reader. Check for damage. Report any anomalies included photos to be included in the report log.
   2) Check door assembly for any damage.
   3) Check operation of door closer, where applicable, to ensure the door latches completely with no assistance. Report any operational issues to the City of Orange.
   4) Check operation of the electric locking hardware.
   5) Check operation of the card reader including operation of the LED and beeper for access granted, access denied and door programmed to be locked or unlocked.
   6) Verify operation of Request-to-Exit device.
   7) Verify operation of Door Position Switch (DPS).
   8) Verify operation of DPS tamper circuit.
   9) For locations with reader in and reader out verify the functions for both readers.
   10) For doors with local alarms verify operation and reset of the local alarm device.
   11) For portal with vehicle gates verify operation of the gate for open/close limits, check and adjust chain tension and note any mechanical or structural deficiencies.
   12) Verify remote activation of portal from operator workstations.

c. For alarm points such as doors with only a DPS, motion detectors, remote door unlock push button, and duress switches verify operation in both alarm mode and bypass mode on a yearly schedule. There are approximately 50 of these types of devices that shall be tested on a yearly basis.

d. For equipment enclosures verify on a yearly basis the following:
   a) Inspect for any debris and make sure the enclose is clean.
   2) Check terminations to ensure they are secure.
   3) Ensure all cable management devices are secure. Replace any devices that are damaged or no longer performing their intended purpose.
   4) Verify operation of enclosure tamper switch.
   5) Replace batteries supporting power supplies and lock power supplies every two years.

e. There are approximately 340 cameras at City of Orange facilities. The contractor shall perform the following services for each camera on a semi-annual basis.
   1) Clean camera domes and enclosure windows. Inspect the domes/windows for damage, scratches, discoloration or cloudiness that may affect camera performance. Notify City of Orange/Triad of any deficiencies and recommend replacements if needed.

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2) Inspect camera connections at the camera and at the network termination point. Where camera cables are terminated at a patch panel also check the patch panel connections.
3) For any non-POE cameras check the voltage at the camera to ensure it meets manufacturer specified requirements.

1.2 SECURITY SYSTEM MANAGEMENT

A. Asset Management: Central system of record for sites, devices, and configurations across all security technologies. *Includes:* Site master data (shared across modules), deployed asset inventory, and spare/stock inventory.

B. Cyber Alerts (CISA KEV Monitoring): Tracks CISA Known Exploited Vulnerabilities to help prioritize patching and remediation. *Includes:* Routine review and flagging of relevant KEV items and recommended action tracking.

C. Risk Management: Consolidates security system assessments and risk findings to support planning and prioritization. *Includes:* Assessment records, scored findings, and remediation tracking.

D. Project Management: Manages security improvement projects from intake through completion, with consistent scoring and reporting. *Includes:* project data, prioritization/scoring, status tracking, and portfolio reporting.

E. Lifecycle Management: Tracks lifecycle dates and commercial coverage to prevent surprises and support budgeting. *Includes* support/maintenance agreements, licenses, warranties, firmware updates, and renewal timelines.

F. Support Ticketing: Standardizes issue intake, tracking, and reporting across the portfolio. *Includes:* ticket creation, workflow and status tracking, and ticket analytics and reporting.

G. Health Monitoring: For planning purposes, this monitoring scope covers approximately 340 IP cameras, and the core infrastructure supports approximately 140 access control readers across 18 locations. Health monitoring provides ongoing visibility into device and system availability, enabling early detection and consistent handling of issues.

1. Monitoring setup and configuration
   a. Provision and activate the required health monitoring endpoint licenses for immediate tracking.
   b. Establish connectivity, heartbeat, and alert thresholds for relevant security and network devices.
   c. Validate communications with all monitored endpoints and confirm accurate status.
   d. Create a shared project space for documentation, change tracking, and ongoing collaboration.

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2. Monitored device types
   a. IP Cameras (340 total): online/offline status, communication loss, stream/recording availability where applicable
   b. Door controllers & panels (supporting ~140 readers): panel online status, supervision/communications health
   c. Network video recorders (NVRs) / video servers
   d. Access control application servers and database servers
   e. Intercom devices, sensors, and other active security hardware (as applicable)

3. Real-time alerting and notifications
   a. Generate alerts for outages, faults, and communication failures based on defined thresholds (heartbeat loss, connectivity loss, and abnormal performance indicators).
   b. Triad receives real-time notifications via dashboards and configured email alerts.

4. Issue response and troubleshooting
   a. Confirm the event (device status + relevant logs/telemetry).
   b. Identify likely cause (network, power, device failure, storage, configuration, software/service, etc.).
   c. Coordinate corrective action with onsite staff, CoO IT, and service contractor as needed.
   d. Document findings, actions taken, and restoration status to ensure full traceability.
   e. Escalate critical or recurring issues requiring immediate attention.

5. Reporting and documentation
   a. Maintain an auditable record of monitored devices, alerts, and resolution history.
   b. Provide health dashboards and summary reports (uptime, outages, recurring issues, and recommended improvements).
   c. Keep inventories and "known-good" status baselines up to date as systems evolve.

6. Continuous review and optimization
   a. Periodically tune thresholds, device groupings, and alert rules to reduce noise and improve signal quality.
   b. Track recurring patterns to identify systemic risks and prioritize corrective projects.
   c. Recommend lifecycle actions (configuration changes, replacements, or upgrades) based on observed performance

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1.3 FEE

A. The total proposed yearly fee for the scope of work is $5,800 per month which would be $69,600 annually. This fee would cover the first two years of management.

B. A one-time set-up fee of $7,800 would be required to set all parameters for monitoring.

C. Years three and beyond would include a 5% escalation to the yearly fee. Years three through five as listed below.

1. Year 3: $73,080
2. Year 4: $76,734
3. Year 5: $80,570

Sincerely,

Gregory W. Brandon
Principal / Owner
Triad Consulting & System Design Group

Agenda Item

Orange City Council

Item #: 3.5. 7/14/2026 **File #:** 26-0389

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Approval of a new license agreement with the California Fire Museum to continue operating a fire department history museum at the Old Orange City Fire Department Headquarters located at 176 South Grand Street

2. SUMMARY

On April 8, 2025, the City Council received a presentation from the California Fire Museum regarding its proposal to use the Old Fire Headquarters as a fire department history museum. Following the presentation, the City Council approved a one-year license agreement authorizing the temporary use of the facility. The existing license agreement expires on July 22, 2026. The California Fire Museum has requested that the City Council approve a new license agreement that extends its occupancy by establishing a new one-year term under substantially the same terms and conditions as the current agreement.

3. RECOMMENDED ACTION

Approve the license agreement with the California Fire Museum to operate a fire department history museum on a temporary basis at 176 South Grand Street; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 6: Ensure the Historic Preservation of Resources

6. DISCUSSION AND BACKGROUND

On April 8, 2025, the Orange City Council received a presentation from the California Fire Museum on their proposal to operate a fire department history museum at the Old Fire Headquarters (Old Fire HQ) located at 176 South Grand Street. After hearing the presentation, the City Council directed staff to bring back an agreement that would authorize the California Fire Museum to operate at the Old Fire HQ on a temporary basis. The City Council approved the initial one-year license agreement on July 22, 2025.

The California Fire Museum has requested that the City enter into a new license agreement to continue its occupancy of the Old Fire HQ. The proposed agreement establishes a new one-year term while otherwise maintaining the same material terms and conditions as the current agreement, including the City's right to terminate the agreement upon 60 days' written notice.

As the City Council considers this request, staff notes that on June 9, 2026, the City Council adopted Resolution No. 11698 declaring this property, among others, as surplus, thereby initiating the Surplus Land Act (SLA) process. While the ultimate disposition of the property has not yet been determined, the SLA process is expected to take time to complete. Approving a new one-year license agreement would allow the California Fire Museum to continue operating on a temporary basis while the City gains a better understanding of the outcome of the SLA process. The proposed agreement also preserves the City's flexibility by allowing either party to terminate the agreement upon 60 days' written notice.

Additionally, while the City and the California Fire Museum have taken steps to improve the Old Fire HQ, the facility remains largely vacant with ongoing maintenance issues that need to be addressed to ensure the visiting public’s safety.

7. ATTACHMENTS

- Agreement with the California Fire Museum

Agenda Item

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7. ATTACHMENTS

- Agreement with the California Fire Museum

LICENSE AGREEMENT
[Call to Adventure at the California Fire Museum]

THIS LICENSE AGREEMENT (referred to herein as the "Agreement") is entered into on this _____ day of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation ("City"), and CALIFORNIA FIRE MUSEUM, a California nonprofit public benefit corporation ("Licensee"), with reference to the following:

A. City owns or controls facilities within the City of Orange, which are depicted on the map attached hereto as Exhibit A, and referred to herein as the "License area"; and

B. Licensee desires to obtain permission from the City to use the License area to operate a Fire Department History Museum (as defined below); and

C. The City has found and determined that Licensee's use of the License area for a Fire Department History Museum furthers the City's mission and purpose of providing community programs to the City's residents; and

D. The City is willing to grant such permission in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS. Unless otherwise defined in this Agreement, the following capitalized terms used in this Agreement shall have the following meanings:

"Fire Department History Museum" shall mean Licensee's use of the License area for the purpose of operating the "Call to Adventure" historical fire museum, which shall display historical fire department vehicles, equipment, and photography for public viewing, to promote public education regarding the history and operations of the fire department.

"Museum Term" shall mean a one (1) year period commencing on the effective date of this Agreement.

"Sub-Licensees" shall mean any other California non-profit, public benefit corporation, or any other person, firm or organization authorized in writing by the City.

2. LICENSE. As further described in Exhibit B, the City hereby grants to Licensee a license ("License") to enter upon, occupy and use the License area or any portion thereof during the Museum Term for displaying historical photos and historical fire department apparatus and equipment in the License area for viewing by the general public and for no other use or purpose. "Use" includes the preparation of the License area and the clean-up and restoration of the License area at the conclusion of the Museum Term. The License granted by the City to the Licensee permitting its operation of the Fire Department History Museum within the License area shall only be for the purposes set forth in Exhibit B attached hereto ("License Operations"). In exchange for the City's grant of the License to

the Licensee, the Licensee agrees to pay the City a total sum of One Dollar ($1.00) as consideration for Licensee's use of the License area during the Museum Term.

3. TERM AND REVOCATION. This Agreement and the License granted to Licensee hereunder shall be for the Museum Term only; *provided, however*, that either party may revoke this Agreement, in whole or in part, at any time and for any reason terminate this Agreement upon sixty (60) days written notice. Upon the expiration of the Museum Term, this Agreement and the License granted to the Licensee hereunder shall automatically terminate and be of no further force or effect. The City also reserves the right to immediately terminate the Agreement for cause, including but not limited to violations of law, safety hazards, or failure to maintain insurance.

4. ASSUMPTION OF RISK.

A. Licensee acknowledges that it has had full opportunity to inspect the License area and accepts the License area in its present "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition, whether known or unknown, latent or patent, and without any representation or warranty, express or implied, by the City regarding the condition, safety, or fitness of the License area for any particular purpose. The Licensee agrees and acknowledges that it shall bear full responsibility for the routine maintenance of, and all commercially reasonable improvements to the License area to facilitate public safety and accessibility and the Licensee's use and occupancy of the License area. Licensee's maintenance and repair obligations regarding the License area and any improvements include, but are not limited to: (i) any emergency repairs; and (ii) maintenance of the roof, HVAC, plumbing, and electrical systems. Licensee agrees and acknowledges further that any maintenance or improvement work shall be completed in a timely manner following its receipt of any written notice of maintenance or improvement work provided by the City.

B. Licensee shall enter, occupy, and use the License area solely at its own risk and expense. Licensee assumes full and exclusive responsibility for any and all risks of loss, damage, injury, or liability arising out of or in any way related to its use or occupancy of the License area, including but not limited to the condition of the premises, the actions or omissions of third parties, and any activities conducted by Licensee or its agents, invitees, or contractors.

C. Subject to any limitation of liability of the Licensee as set forth in Section 5(M) below, the City shall have no duty or obligation to inspect, maintain, repair, or secure the License area during the term of this Agreement. Licensee expressly waives and releases the City and its officers, agents, employees, and volunteers from any and Claims (as defined below) including, but not limited to those arising out of personal injury, death, property damage, or economic loss occurring on or about the License area.

5. LICENSEE'S RESPONSIBILITIES. Licensee's rights under this Agreement are, and shall remain, subject to the following terms, and the Licensee shall comply with, and shall cause its employees, agents, and any persons entering the License area on its behalf (collectively, the "Licensee's Representatives"), including, without limitation, any Sub-Licensee, to comply with, the following:

A. Personal Supervision. Each person entering the License area shall at all times be considered an agent of the Licensee and shall remain under the continuous supervision and control

of the Licensee. No person under the age of eighteen (18) shall be allowed in the License area unless accompanied or supervised by an adult.

B. Compliance with the Law. Each person entering the License area under this Agreement shall: (i) comply with all applicable laws, ordinances and regulations; (ii) observe strict fire and smoking precautions; (iii) not ignite or permit the ignition of any fires; (iv) not store or be in possession of any firearms within the License area; and (v) otherwise comply with any and all instructions and directions of the Licensee's authorized agents.

C. Damage to City Property. Subject to the limitations set forth in Section 5(O) below, Licensee shall be liable for, and shall pay to the City, the cost of any damage of any kind whatsoever to any property of the City, including loss of use, arising from or related in any way to: (i) the acts or omissions of Licensee or Licensee's Representatives; (ii) any breach by Licensee of its obligations under this Agreement; or (iii) the acts or omissions of any Sub-Licensee. Neither the Licensee nor any of the Licensee's Representatives shall remove any property from the License area without the express prior written consent of the City.

D. Seller's Permit and Business License. Prior to the opening of the Fire Department History Museum to the public, Licensee shall obtain all necessary permits and business licenses from the California Department of Tax and Fee Administration and the City.

E. Alterations. Licensee agrees that it shall not (i) make any additions, alterations, or structural changes to the License area; or (ii) commence any renovation or construction work within the License area without the prior written consent of the City.

F. Hazardous Materials. Neither Licensee nor any Sub-Licensees shall use, store or place any "hazardous or toxic wastes, substances or materials" on or within the License area. For purposes of this Agreement, the terms "hazardous or toxic wastes, substances or materials" shall include any substances or materials deemed as such pursuant to any applicable federal, state, or local laws, ordinances, orders or regulations which Licensee's use and enjoyment of the License area may be subject at any time.

G. Nuisance. Licensee shall not use the License area for, carry on, or permit upon the License area (or any part thereof) any offensive, noisy or dangerous conduct that would result in a public nuisance that affects persons or property on or in the vicinity of the License area, nor commit or allow any waste in, on or about the License area. Licensee agrees and acknowledges that it is solely responsible for the monitoring and control of any act(s) of its Sub-Licensees and invitees on or in the vicinity of the License area to prevent any public nuisance that could arise from such conduct.

H. Trash Removal. Licensee shall clean and properly dispose of all trash, including bulk, organic, hazardous, solid, and recyclable waste from the License area and surrounding areas during the Museum Term. Further, Licensee agrees to maintain the License area in a neat condition at all times during the Museum Term. Licensee shall be solely responsible for contracting for and the payment of waste removal services provided by a reputable third-party (subject to City approval) to facilitate the storage, collection, and removal of all trash from the License area. City reserves the right to inspect the License area, at any time during reasonable business hours and without prior

written notice to Licensee, to remedy any violations of this provision at Licensee's sole expense. However, Licensee shall have a minimum of thirty (30) days to remedy any violation of this provision identified by the City before any remediation on Licensee's behalf may be commenced by the City.

I. Use of License Area. Licensee agrees to use only the first floor of the License area including the apparatus bay, adjoining office spaces, and parking lots. Licensee shall not use the second floor of the License area and must enclose any fire pole openings before permitting the general public to access the License area.

J. Access Rights. Unless otherwise detailed in this Agreement, the Licensee shall have unrestricted access to the License area, twenty-four (24) hours a day and seven (7) days per week, during the Museum Term. However, Licensee agrees that it shall be solely responsible for securing the License area and ensuring all doors are locked after hours.

K. Parking. Licensee may use the specified parking spaces within the License area as designated in Exhibit A, attached hereto. If overflow parking is needed, Licensee shall make best efforts to use any available public parking lots adjacent to the License area.

L. Utilities. Licensee agrees that it shall be solely responsible for contracting for, and the direct payment of, all utility costs and services associated with its use of the License area, including, but not limited to, electricity, gas, water, internet, and waste disposal.

M. Special Events. Licensee acknowledges that, from time to time during the Museum Term, special events may occur at the location commonly known as the "Old Towne Orange Plaza." During any such special event, Licensee agrees to permit the City to utilize the License area for the staging of City of Orange Police Department personnel and equipment necessary to ensure public safety during any special events. However, the City agrees to provide Licensee prior written notice of not less than ninety (90) days regarding its intent to occupy the License area and the duration of the proposed occupation ("City Occupation Notice"). Upon receipt of any City Occupation Notice, Licensee agrees to cease all License Operations on the License area for the period specified in the City Occupation Notice to accommodate the City. Subject to the limitations set forth in Section 5N below, the parties agree that City shall not be liable for any damage to Licensee's personal property located within the License area while occupied by City of Orange Police Department personnel in connection with any special event.

N. Third Party Property Damage or Personal Injury. City and the "Indemnitees" (defined below) shall not be liable for any damage to any property belonging to or used by Licensee or any person permitted to use or occupy the License area under this Agreement (including any Sub-Licensee), including but not limited to damages for loss of use or personal injury to individuals present within the License area arising from any cause. To the extent permitted by applicable law, Licensee expressly waives any and all Claims for damage to its personal property or for injury related to the foregoing.

O. Indemnification. To the fullest extent permitted by law, Licensee hereby agrees to defend, hold harmless and indemnify the City, its elected and appointed officials, officers,

employees, agents, volunteers and representatives, and its successors and assigns (collectively referred to as "Indemnitees"), from and against any claim, demand, loss, damage, cause of action, fines, expense and/or liability (collectively "Claims") arising from or growing out of loss or damage to property, including the City's own property, or injury to or death of persons, including employees of the City resulting in any manner whatsoever, directly or indirectly, by reason of this License or the use or occupancy of the License area by Licensee or any person claiming under it, including without limitation any Claims arising from injuries sustained resulting from the operation of the License area, including any acts or omissions of Licensee, its employees, agents, contractors, or invitees. Such indemnity shall include, without limitation, reasonable attorneys' fees, expert witness fees, and costs of investigation, litigation, and settlement, or any other costs permitted by law. This indemnity shall apply to the fullest extent permitted by law and shall survive the expiration or termination of this Agreement. Licensee shall, upon written request by the City, promptly retain qualified legal counsel, acceptable to the City and assume all defense of such claims. Licensee's defense obligation shall apply regardless of the merit or ultimate outcome of the Claim.

P. Required Insurance Terms & Coverage. Prior to the City's obligation to surrender possession of the License area to Licensee, Licensee shall procure the required insurance coverage policies from one (1) or more insurance provider(s) reasonably acceptable to the City under the following terms:

(1) Licensee shall deliver to the City all certificates of insurance issued by Licensee's insurance carrier evidencing insurance coverage in effect for the Museum Term that must feature an endorsement for Commercial General Liability Insurance, in a form acceptable to the City, naming the City. The endorsement shall be on ISO form CG 20 10 11 85 or an equivalent form and include an endorsement waving of any right of subrogation against the City.

(2) All insurance policies maintained by Licensee shall be primary and non-contributory. No insurance policy maintained by the City shall be obligated to cover any loss covered by any policy maintained by Licensee.

(3) All insurance policies maintained by Licensee shall not be subject to cancellation or non-renewal without at least ten (10) days' prior written notice to the City. City shall have no obligation to pay the costs of any insurance premiums or other charges for required endorsements or certificates required to be maintained by Licensee under this Agreement.

(4) Licensee shall, at all times during the Museum Term, maintain the following insurance coverage for the License area:

(a) Commercial General Liability Insurance. Licensee shall provide Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with limits of no less than $1,000,000 per occurrence for all covered losses and $2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars ($25,000) or less. Licensee shall cause the City to be named as an additional insured.

(b) Workers' Compensation Insurance. If Licensee has employees, it shall maintain applicable workers' compensation policies as required by California law for the

protection of its employees during the Museum Term. Licensee understands that it is an independent contractor and neither Licensee nor any of Licensee's Representatives are entitled to any workers' compensation benefits under any City program.

6. WAIVER. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a subsequent waiver of any right to later compel enforcement of that provision, or any other provision.

7. NOTICE. All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

To the City: City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Manager

To Licensee: California Fire Museum
22365 El Toro Road, STE. 241
Lake Forest, CA 92630
Attn: Hiddo Horlings

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement is deemed to be equally drafted by both parties.

9. MODIFICATION. This Agreement may only be modified by a writing signed by both parties.

10. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard for the principles of conflicts of law thereof. Each party to this Agreement irrevocably consents to the exclusive jurisdiction of the state and federal courts located in California. The venue for any legal action or proceeding arising out of or relating to this Agreement shall be Orange County, California and each party expressly waives any right to object to venue on the grounds that it is improper.

[*Remainder of Page Left Intentionally Blank - Signature Page Follows*]

IN WITNESS WHEREOF, the City and Licensee have entered into this Agreement on the year and day first above written.

"LICENSEE"

CALIFORNIA FIRE MUSEUM,
a California non-profit public benefit corporation

By: _____
Hiddo Horlings, Board Member and President

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney √

IN WITNESS WHEREOF, the City and Licensee have entered into this Agreement on the year and day first above written.

"LICENSEE"

CALIFORNIA FIRE MUSEUM,
a California non-profit public benefit corporation

By: _____
Hiddo Horlings, Board Member and President

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

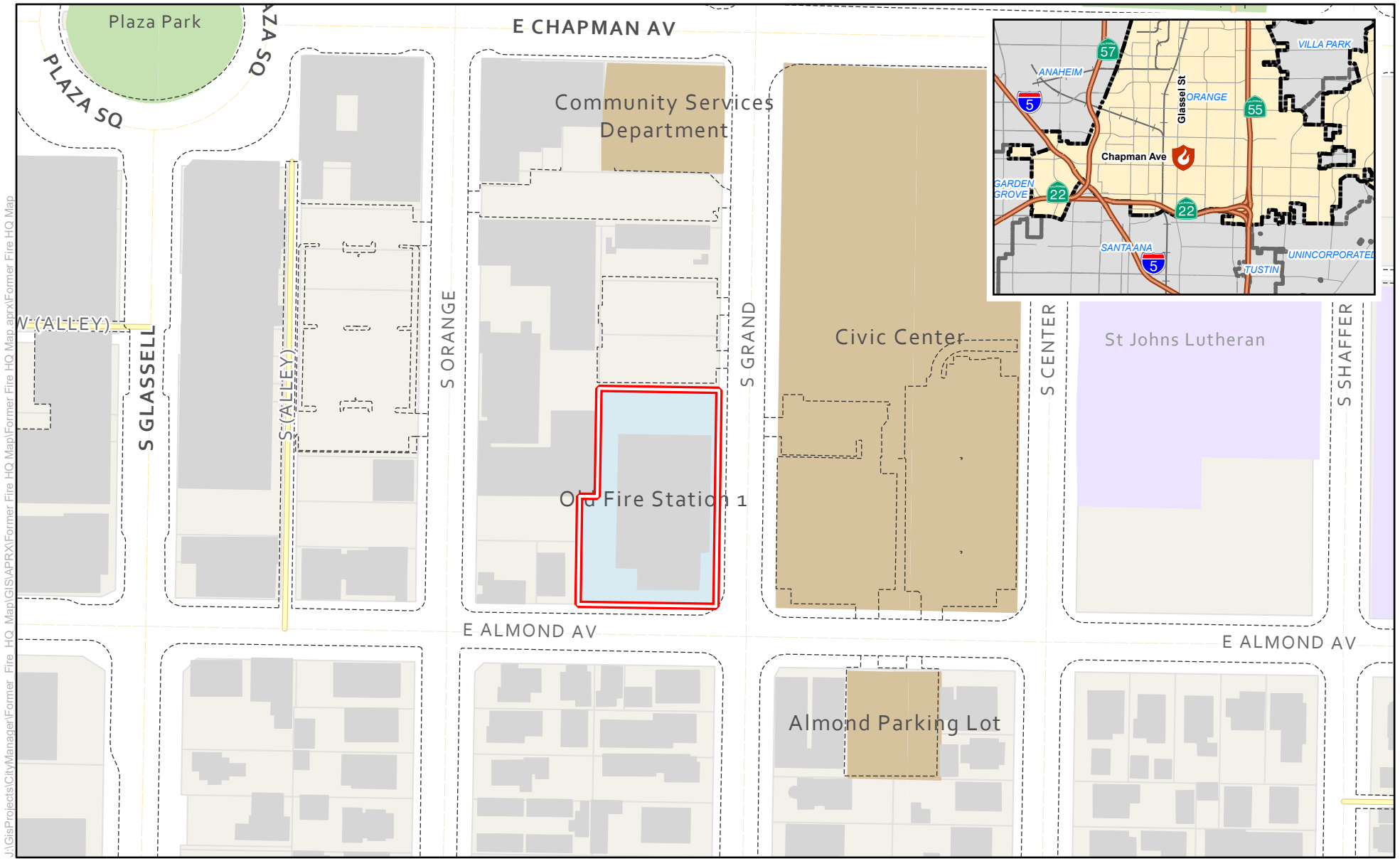
APPROVED AS TO FORM:

_____
Connor Hyland
Senior Assistant City Attorney √ X

EXHIBIT "A"

MAP GENERALLY DEPICTING LICENSE AREA –
176 SOUTH GRAND STREET, CITY OF ORANGE

[Behind this sheet.]



J:\GisProjects\CityManager\Former_Fire_HQ_Map\GIS\APRX\Former Fire HQ Map\Former Fire HQ Map.aprx\Former Fire HQ Map

City of Orange
Geographic Information System

Legend

City Boundary

License Area

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0 75 150
Feet

4/28/2025

Source: City of Orange (2025)

CITY OF ORANGE

FIRE DEPARTMENT HISTORY MUSEUM

EXHIBIT "B"

LICENSE OPERATIONS

In addition to the operations and uses detailed on the following pages, Call to Adventure at the California Fire Department Museum's License Operations shall coordinate with City of Orange Staff for City specific safety or history exhibits, operate no earlier than 6:00 am and no later than 10:00 p.m., and include the following at the site described in Exhibit A:

- Display of Fire Apparatus and Firefighter Memorabilia
- Interactive Safety Exhibits and Presentations
- Special Events related to community safety
- Fundraising Events
- Retail Sales
-

From Vacant to Valuable:

A Safety Learning Center in Orange

Call to Adventure
at the California Fire Museum

Orange City Council
April 8, 2025

VISION

A World Without Unintentional Injuries and Deaths

MISSION

We inform and inspire people to live safely and foster community resilience

Temporary Use of Station 1:

Productive use of space

- Natural fit in historic district
- Strengthen community engagement and civic pride
- Boost tourism/economy
- Build community resilience

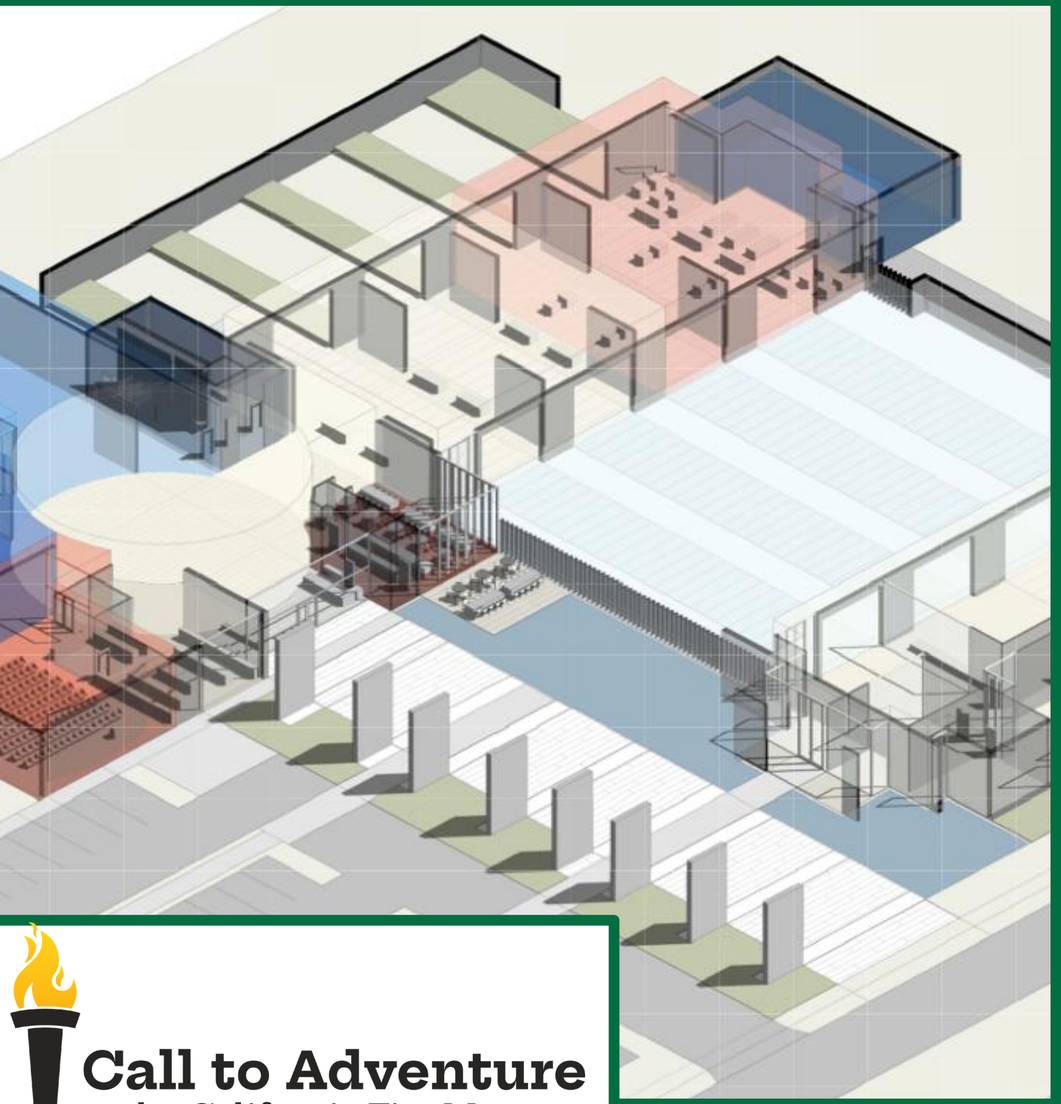
National Problem:

- Accidental injuries:
  - The 3rd leading cause of death in U.S.
  - The 6th leading cause of death worldwide

- Fires, 2013-2022:
  - Accidental death increased by 22%

"Chances of dying in a fire today are higher than they were 40 years ago"
-Dr. Lori More-Merrell, USFA

- Fires, from 1980 to2021:
  - Accidental deaths fell by 44%; injuries by 42%



Call to Adventure
at the California Fire Museum

Facility Renderings and Concept

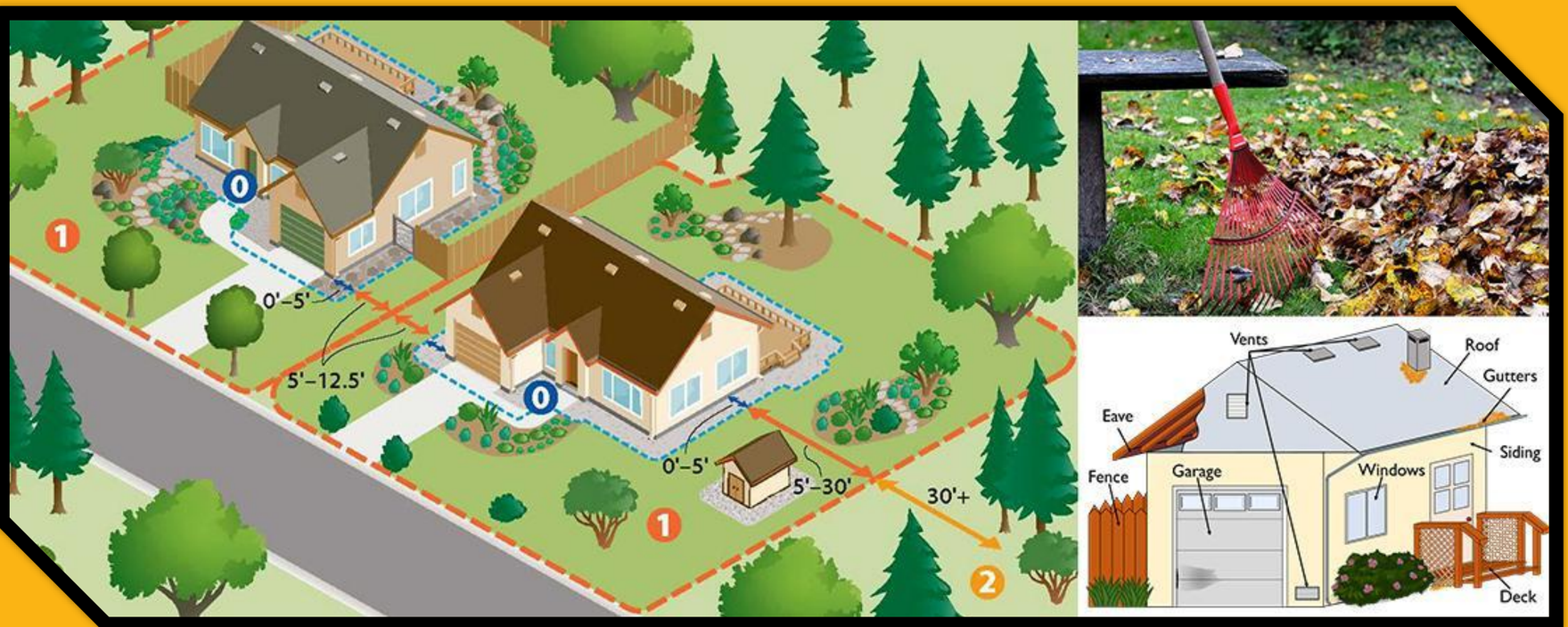
The Adventure of Learning

Engaging safety learning exhibits
Rotating galleries
Creative theatre presentations
Special events
Relevant education programs
Classrooms and Auditorium
Catering setup for events

Call to Adventure
at the California Fire Museum

History and Heritage

Safety Learning and Outreach



A New Model of National Significance

Behavior Change

↓

Safety Mindset

↓

Community Resilience

THANK YOU

SCAN ME

Agenda Item

Orange City Council

Item #: 3.6. 7/14/2026 **File #:** 26-0409

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Approval of plans and specifications for Walnut Avenue at Orange Street Traffic Signal Installation and authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption

2. SUMMARY

Plans and specifications have been completed, and the project is ready to be advertised for bids. The total estimated construction cost, including 20% for contingencies and construction engineering, is $589,956.

3. RECOMMENDED ACTION

1. Approve the plans and specifications and authorize advertising for Bid No. 26-27.01 (SP-4301), Walnut Avenue at Orange Street Traffic Signal Installation.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

4. FISCAL IMPACT

No General Fund impact. The estimated construction cost is approximately $589,956, including contingencies and construction engineering. Chapman University is funding 100% of the project costs pursuant to the payment agreement approved by the City Council in November 2024.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The success of Chapman University has contributed to increased activity at the Walnut Avenue and Orange Street intersection, especially during peak periods and special events. Chapman University's ("Chapman") Anderson Parking Structure ("Anderson") takes direct vehicle access through the Walnut Avenue and Orange Street intersection. Specifically, the Anderson's driveway comprises the intersection's south "leg". The Anderson is central to the Chapman Campus, serves thousands of commuter students daily, and is the primary parking facility for many athletic and special events.

In Fall 2023, Chapman proposed a new traffic signal at the Walnut and Orange intersection along with a proposal to fund its design and construction. To determine the appropriateness of a traffic signal at this location and ensure it would be operationally compatible with the existing traffic signal at

the nearby Walnut Avenue and Glassell Street intersection, a focused traffic study was conducted in 2024. That study, funded by Chapman and administered by the City, indicated that a new traffic signal at the Walnut Avenue and Orange Street intersection was justified, could be expected to improve overall traffic flow and safety and, at the same time, be successfully programmed to work in tandem with the Walnut Avenue and Glassell Street signal.

The total project cost estimate is $589,956, including 20% for contingencies and construction engineering. At the time bids are received and actual bid prices are known, staff may request additional appropriations as needed to award the contract. Chapman University is fully funding all project phases through a payment agreement approved by City Council in November 2024.

Installation of the new traffic signal poles and associated hardware is expected to start in June 2027 due to long lead times for pole procurement. While waiting for the signal poles, certain construction activities may take place to maximize efficiency in project delivery. Furthermore, to minimize disruption to vehicular and pedestrian traffic during the Chapman University Fall and Spring semesters, construction work will be planned for weekends and periods of school recess.

After traffic signal poles are delivered, the project is expected to be complete within 45 calendar days. Specifications and cost estimates are available for review in the Public Works Department.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1) because the project consists of the installation of a new traffic signal and related minor improvements within an existing public right-of-way, involving negligible or no expansion of existing roadway use. No public review is required.

8. ATTACHMENTS

- Location Map

Agenda Item

Orange City Council

Item #: 3.6. 7/14/2026 **File #:** 26-0409

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

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3. RECOMMENDED ACTION

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2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

4. FISCAL IMPACT

No General Fund impact. The estimated construction cost is approximately $589,956, including contingencies and construction engineering. Chapman University is funding 100% of the project costs pursuant to the payment agreement approved by the City Council in November 2024.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The success of Chapman University has contributed to increased activity at the Walnut Avenue and Orange Street intersection, especially during peak periods and special events. Chapman University's ("Chapman") Anderson Parking Structure ("Anderson") takes direct vehicle access through the Walnut Avenue and Orange Street intersection. Specifically, the Anderson's driveway comprises the intersection's south "leg". The Anderson is central to the Chapman Campus, serves thousands of commuter students daily, and is the primary parking facility for many athletic and special events.

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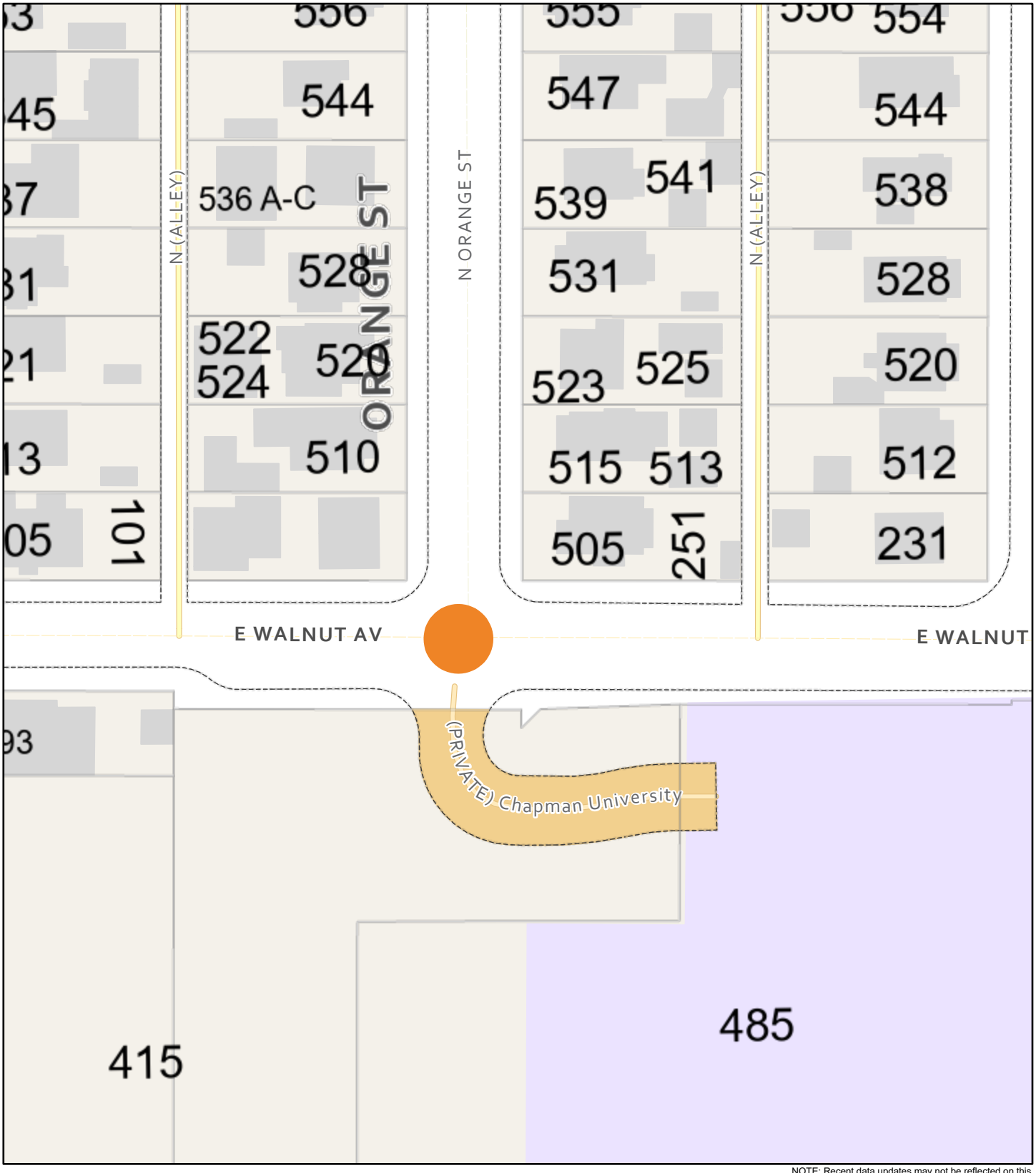
8. ATTACHMENTS

- Location Map



City of Orange
Geographic Information System

City Boundaries

NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

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Date Exported: 7/1/2026

Credits: City of Orange (2026)

CITY OF ORANGE

Location Map

Agenda Item

Orange City Council

Item #: 3.7. 7/14/2026 **File #:** 26-0411

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Appropriation of $220,000 from the Low- and Moderate-Income Housing Asset Fund for the final loan disbursement to Orange 702, L.P. for the Orion Senior Housing Apartments Project

2. SUMMARY

Authorize the appropriation of $220,000 from the Low- and Moderate-Income Housing Asset Fund to fund the remaining 10% of the City's previously approved $2.2 million affordable housing loan for the Orion Senior Housing Apartments.

3. RECOMMENDED ACTION

1. Authorize the appropriation of $220,000 from the Low- and Moderate-Income Housing Fund (232) unreserved fund balance to:
   232-8001-81999-256019 Orion Senior Housing Apartments Project
2. Authorize the Community Development Director, or designee, to disburse the remaining loan proceeds to Orange 702, L.P. upon verification that all conditions for final disbursement have been satisfied.

4. FISCAL IMPACT

The expense for this agreement is $220,000 and will be funded through the Low- and Moderate-Income Housing (Fund 232).

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

On January 23, 2024, the City Council approved an Affordable Housing Agreement with Orange 702, L.P. to provide a $2.2 million loan from the City's Low- and Moderate-Income Housing Fund (LMIHF) to assist in the development of the Orion Senior Housing Apartments, a 166-unit affordable senior housing community located at 1800 E. La Veta Avenue. The project includes 164 affordable units for extremely low- and lower-income senior households and two manager units.

As part of the approved financing structure, the Affordable Housing Agreement provided that 90% of the City's loan would be disbursed at construction loan closing, with the remaining 10% to be

disbursed upon project completion.

The initial 90% loan disbursement totaling $1,980,000 was made at construction loan closing. The Orion Senior Housing Apartments was completed on February 24, 2026 and Orange 702, L.P. notified staff that it will submit its request for the final loan disbursement of $220,000 in July 2026. To ensure funding is available when the request is received, staff recommends appropriating $220,000 from the LMIHF and authorizing the final loan disbursement to Orange 702, L.P. upon verification that all remaining conditions for disbursement have been satisfied.

This action fulfills the City's funding commitment previously approved by the City Council and supports the successful completion of a 166-unit affordable senior housing development that will provide long-term housing opportunities for lower-income senior residents.

7. ATTACHMENTS

- January 23, 2024 City Council Staff Report
- Promissory Note

Agenda Item

Orange City Council

Item #: 3.7. 7/14/2026 **File #:** 26-0411

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Appropriation of $220,000 from the Low- and Moderate-Income Housing Asset Fund for the final loan disbursement to Orange 702, L.P. for the Orion Senior Housing Apartments Project.

2. SUMMARY

Authorize the appropriation of $220,000 from the Low- and Moderate-Income Housing Asset Fund to fund the remaining 10% of the City's previously approved $2.2 million affordable housing loan for the Orion Senior Housing Apartments.

3. RECOMMENDED ACTION

1. Authorize the appropriation of $220,000 from the Low- and Moderate-Income Housing Fund (232) unreserved fund balance to:
   232-8001-81999-256019 Orion Project
2. Authorize the Community Development Director, or designee, to disburse the remaining loan proceeds to Orange 702, L.P. upon verification that all conditions for final disbursement have been satisfied.

4. FISCAL IMPACT

The expense for this agreement is $220,000 and will be funded through the Low- and Moderate-Income Housing (Fund 232).

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

On January 23, 2024, the City Council approved an Affordable Housing Agreement with Orange 702, L.P. to provide a $2.2 million loan from the City's Low- and Moderate-Income Housing Fund (LMIHF) to assist in the development of the Orion Senior Housing Apartments, a 166-unit affordable senior housing community located at 1800 E. La Veta Avenue. The project includes 164 affordable units for extremely low- and lower-income senior households and two manager units.

As part of the approved financing structure, the Affordable Housing Agreement provided that 90% of

the City's loan would be disbursed at construction loan closing, with the remaining 10% to be disbursed upon project completion.

The initial 90% loan disbursement totaling $1,980,000 was made at construction loan closing. The Orion Senior Housing Apartments was completed on February 24, 2026 and Orange 702, L.P. notified staff that it will submit its request for the final loan disbursement of $220,000 in July 2026. To ensure funding is available when the request is received, staff recommends appropriating $220,000 from the LMIHF and authorizing the final loan disbursement to Orange 702, L.P. upon verification that all remaining conditions for disbursement have been satisfied.

This action fulfills the City's funding commitment previously approved by the City Council and supports the successful completion of a 166-unit affordable senior housing development that will provide long-term housing opportunities for lower-income senior residents.

7. ATTACHMENTS

- January 23, 2024 City Council Staff Report
- Promissory Note

Agenda Item

City Council

Item #: 7.2. 1/23/2024 **File #:** 24-0032

TO: **Honorable Mayor and Members of the City Council**

THRU: **Tom Kisela, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Affordable Housing Agreement between the City of Orange and Orange 702, L.P.

2. SUMMARY

Agreement with Orange 702, L.P., a limited partnership including USA Properties, to provide financing for a 166-unit affordable housing development for extremely low income and lower income senior citizen households to be located at 1800 E. La Veta Avenue, and to be developed as the Orion Senior Housing Apartments.

3. RECOMMENDED ACTION

1. Approve the Affordable Housing Agreement between the City of Orange and Orange 702, L.P. in the amount of $2,200,000; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the City Manager to execute the Agreement, substantially in the form attached, with any minor, non-substantive changes approved by the City Attorney.
3. Authorize the City Manager to execute any and all documentation in furtherance of the Agreement, including, but not limited to, any attachments to the Agreement and any necessary subordination agreements.
4. Authorize the appropriation of $2,200,000 from the Low and Moderate Income Housing Asset Fund (921) unreserved balance to expenditure account number 921.9810.56571.20540 - Rehab/Dev Loans - Orion Project. Estimated fund balance after appropriation is $955,000.

4. FISCAL IMPACT

The total expenditure for this agreement is $2,200,000.00 and will be funded in Rehab/Dev Loans - Orion Project (20540) through the Low- and Moderate-Income Housing Asset Fund (921).

Upon approval of this appropriation, the estimated fund balance in Fund 921 at June 30, 2023 will be $955,000

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community

c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

Orange 702, L.P. is proposing to develop and operate 164 affordable housing units for extremely low income and lower income senior citizens and two manger's units on the property at 1800 E. La Veta Avenue in which the developer will acquire a long-term leasehold interest in the form of a Ground Lease for that purpose. Orange 702, L.P. is requesting the City provide a financial subsidy assistance in the amount of $2.2 million as partial "gap financing". Staff is proposing to fund the assistance with former redevelopment agency set-aside funds for the production of affordable housing (LMIHAF).

Project Description

The proposed project includes demolition of an existing 107,586 square foot, one and two-story rehabilitation building with enclosed swimming pool, a 1,300 square foot single family residence, and related site improvements and construct 164 affordable senior apartments and two managerial units.

Summary of Unit Mix (166 Total)

Unit Mix & Affordability	**1 Bedroom**	**2 Bedroom**	**Total Units**
30% AMI TCAC	11	6	17
50% AMI TCAC	22	10	32
60% AMI TCAC	22	10	32
70% AMI TCAC	56	27	83
Total Affordable Units	**111**	**53**	**164**
Manager Units	0	2	2
Total Units	**111**	**55**	**166**

*AMI TCAC: Average Medium Income Limits set by the State Treasurer's Office

The proposed financing for the project includes the following:

Sources (Permanent)	**Total**
Senior Loan	$19,000,000
NOI During Construction	$2,461,923
Tax Credit Equity	$21,719,976
Developers Fee	$3,822,165
Subsidy Loan - Orange County Housing Finance Trust	$503,502
Subsidy Loan - City of Orange	$2,200,000
Subsidy Loan - Riverside Charitable Organization	$4,000,000
Subsidy Loan - Orange County	$921,150
Subsidy Loan - Safehold	$7,000,000
Total	**$61,628,716**

Affordable Housing Agreement

The Agreement with Orange 702, L.P. includes the following provisions:

- The City agrees to provide $2,200,000 from the Low- and Moderate-Income Housing Asset Fund (LMIHAF). The LMIHAF is former redevelopment funds that were set aside for the development of affordable housing. The current fund balance is approximately $3,155,000.
- The City loan is intended to be “gap” financing not to exceed the amounts set forth in the final project budget, which is reviewed and approved by the City.
- The City loan is residual receipts loans with a 55-year term and a 3% simple interest rate. The City may not start receiving loan repayments (which are apportioned) until sometime beyond the completion of the project; however, interest costs will be accrued.
- The City’s loan is evidenced by a Promissory Note and secured by the Deed of Trust that is tied to the leasehold interest, which includes any improvements made to the property. The Affordability Covenants and Density Bonus will be recorded against the property (the fee title) and will preserve the affordability of the units in the event of a foreclosure, regardless of the status of the Ground Lease, which is also reviewed and approved by the City.
- Ninety percent of the City’s subsidy will be disbursed at the construction loan closing and be used to pay for acquisition and development costs. The remaining 10 percent will be disbursed at project completion.

Staff recommends approving the Agreement with Orange 702, L.P. for the Orion Senior Housing Apartments.

7. ATTACHMENTS

- Affordable Housing Agreement with Orange 702, L.P.

PROMISSORY NOTE
TO THE CITY OF ORANGE
(LMIHAF)

3% Interest (Simple)
$2,200,000

Orange, California
May 9, 2024

FOR VALUE RECEIVED, ORANGE 702, L.P., a California limited partnership ("**Borrower**"), hereby promises to pay to the CITY OF ORANGE, a municipal corporation of the State of California ("**City**"), or order, a principal amount of TWO MILLION TWO HUNDRED THOUSAND DOLLARS ($2,200,000), being the principal amount of the City's loan of LMIHAF construction to permanent funds (the "**LMIHAF Loan**"). This Note is given pursuant to that certain Affordable Housing Agreement dated as of January 23, 2024, between Borrower and the City (the "**Affordable Housing Agreement**") and evidences the LMIHAF Loan to Borrower, which provides part of the financing for the acquisition and development of that certain real property owned by Borrower and located at 1800 E. La Veta Avenue in the City of Orange, legally described in the Deed of Trust securing this Note (the "**Property**"). The obligation of Borrower to City hereunder is subject to the terms of the Affordable Housing Agreement, this Note and the following instruments, each dated on or about the date hereof, and, where applicable, executed and delivered by Borrower for the purpose of securing this Note: an Agreement Containing Covenants (Including Rental Restrictions) ("**Agreement Containing Covenants**"); a Subordinated Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents) ("**City Deed of Trust**"); an Assignment of Rents and Leases ("**Assignment of Rents**"); an Assignment of Agreements ("**Assignment of Agreements**"); and a UCC-1 Financing Statement. Said documents are public records on file in the offices of City, and the provisions of said documents are incorporated herein by this reference. The Borrower will pay interest at the rate, in the amount and at the time hereinafter provided.

1. Definitions.

Capitalized terms not otherwise defined herein will have the meaning ascribed to such terms in the Affordable Housing Agreement. In addition, the following terms have the following meanings:

"**Acquisition and Development Costs**" means the total cost of acquiring the Property and developing, rehabilitating and constructing the Improvements thereon, in accordance with the Affordable Housing Agreement.

"**Administrative General Partner**" means USA Orange 702, Inc., a California corporation, and its successors and assigns permitted under the terms of the Affordable Housing Agreement and this Note.

"**Affiliate**" means any Person directly or indirectly controlling, controlled by or under common control with another Person. The term "control" as used in the immediately preceding sentence, means the power to direct the management or the power to control election of the board

of directors. It will be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. For purposes of this definition, each general partner will be considered an "Affiliate" of Borrower.

"**Annual Financial Statement**" means the annual audited financial statement of Revenue and Operating Expenses and balance sheet for the Improvements, prepared at the Borrower's expense, by an independent certified public accountant reasonably acceptable to the City, which will form the basis for determining the Residual Receipts.

"**City Deed of Trust**" means the Subordinated Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) executed by Borrower in favor of City and dated on or about the date hereof, which secures this Note and the LMIHAF Loan evidenced hereby.

"**City's Share of Residual Receipts**" will have the meaning set forth in Section 8, below.

"**Construction Financing Event**" means the point in time when all conditions precedent to the release of the Construction Loan funds and the LMIHAF Loan funds have been satisfied, in accordance with the Affordable Housing Agreement.

"**Construction Loan**" means the Construction Period loan(s) to be made to Borrower by an institutional or governmental lender reasonably acceptable to City (together with its successors and assigns, "**Construction Lender**") at the time of the Construction Financing Event, secured by the Construction Loan Deed of Trust.

"**Construction Loan Deed of Trust**" means the deed of trust securing the Construction Loan that is first in priority on Borrower's leasehold interest in the Property.

"**Construction Period**" means the period of time commencing upon the Construction Financing Event and ending upon the repayment of the Construction Loan and the funding of the Permanent Financing.

"**Conversion**" means the point in time when the Permanent Financing has been funded, the Limited Partner Capital Contribution has been funded (subject to adjustment as provided in the Partnership Agreement and less that portion, not to exceed 10%, of the Limited Partner Capital Contribution that will be funded upon receipt of Form(s) 8609) and related conditions, and the Construction Loan has been repaid in full or converted to a Permanent Loan.

"**County Loan**" means the loan made by the County of Orange to Borrower in the maximum amount of $921,150.

"**Deferred Developer Fee**" means that portion of the Developer Fee which was not paid prior to the date of Conversion and which will be paid from the Revenue remaining after payment of Operating Expenses, prior to any payment of Residual Receipts to the City. The term "Deferred Developer Fee" will include any loan or capital contribution made by a partner of Borrower to pay such deferred fee.

"**Developer Equity**" means funds provided by the Borrower for payment of Acquisition and Development Costs and will not include the Senior Loan, the Secondary Loan, the LMIHAF Loan, the RCC Loan, the County Loan, the Trust Fund Loan, the Improvement Allowance, or any other borrowed funds, and will include the Deferred Developer Fee, the Investor Limited Partner's capital contribution, as well as any other funds of the Borrower or the General Partners.

"**Developer Fee**" means the fee in the amount set forth in the Project Budget.

"**Environmental Indemnity**" means the indemnity in the form attached to the Affordable Housing Agreement as Attachment No. 15, which is incorporated herein by this reference.

"**Ground Lease**" means the ground lease between Ground Lessor and Borrower approved by the City Manager pursuant to the Affordable Housing Agreement.

"**Ground Lessor**" means the owner of the fee interest in the Property.

"**Improvement Allowance**" means the amount paid by Ground Lessor to Borrower pursuant to the Ground Lease to fund Acquisition and Development costs of the Improvements.

"**Improvements**" means the 166-unit residential development and ancillary facilities to be constructed on the Property by the Borrower, all as described in the Affordable Housing Agreement.

"**Investor Limited Partner**" means Bank of America, N.A., a national banking association, and Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, and each of its authorized successors and assigns. o

"**LMIHAF Loan**" means the loan made by the City to Borrower in the maximum amount of $2,200,000, which is evidenced by this Note and secured by the City Deed of Trust.

"**LMIHAF Loan Documents**" means this Note, the City Deed of Trust, the Agreement Containing Covenants, the Assignment of Rents, the Assignment of Agreements, the Environmental Indemnity, and the UCC-1 Financing Statement, each dated on or about the date hereof.

"**LMIHAF Note**" means this Note dated as of the date hereof, evidencing the LMIHAF Loan.

"**Low Income Housing Tax Credits**" means tax credits authorized by the Tax Reform Act of 1986 and governed by Section 42 of the Internal Revenue Code.

"**Managing General Partner**" means Riverside Charitable Corporation, a California nonprofit public benefit corporation, and its successors and assigns permitted under the terms of the Affordable Housing Agreement and this Note.

"**Net Proceeds**" means the proceeds of a sale, transfer or refinancing, less the customary and reasonable costs of the transaction, including, without limitation, payment of the $914,000 Capital Transaction Fee payable to the Managing General Partner upon a sale or refinancing of the Project.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance and management of the Property that are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles, expressly including, without limitation, payment of the following:

a. Principal and interest and all periodic fees and costs due and payable on the Senior Loan;

b. Amounts payable to Ground Lessor pursuant to the Ground Lease;

c. Property and other taxes and assessments imposed on the Project;

d. One or more general partner partnership management fees to the General Partner of Borrower not to cumulatively exceed $25,000 per year, to be increased at an annual rate of three percent (3%), which will accrue to the extent not paid;

e. General administrative expenses including but not limited to advertising and marketing, security services and systems and similar customary administrative expenses;

f. Maintenance and repair including but not limited to pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial, supplies, and similar customary services;

g. Cash deposited into a replacement reserve fund in the amount of $00 per unit per year or such greater amount as may be required by the Ground Lease, Senior Lender or Investor Limited Partner;

h. Cash deposited into an operating reserve fund as set forth in the Limited Partnership Agreement, or in such other reasonable amounts as are required by Project lenders, the California Tax Credit Allocation Committee, and/or the Investor Limited Partner from time to time, and approved by the City;

i. Utility services not paid for directly or reimbursed by tenants, including but not limited to water, sewer, trash collection, gas and electricity;

j. License or certificate of occupancy fees required for operation of the Project;

k. Premiums for property damage and liability insurance;

l. Cable television, satellite, internet and similar services;

m. Recreational amenities, supplies and services;

n. Reasonable property management fee payable to a property manager acceptable to the City in an annual amount equal to five percent (5%) of gross Project Revenues pursuant to a management contract approved by the City, including the payment of any accrued and unpaid property management fee from prior years

o. A reasonable resident services coordinator fee payable to a coordinator acceptable to the City;

p. Purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings (other than from reserves);

q. Fees and expenses of accountants, attorneys, consultants and other professionals, including annual audits and tax return preparation costs payable to a third party; and

r. An Asset Management Fee to Borrower's Limited Partner in an amount not to exceed $5,000 per year, to be increased at an annual rate of three percent (3.0%);

s. Repayment of operating expense loans or development deficit loans to Borrower's partners; and

t. A Project monitoring fee to the City in an amount equal to $500 per year. Such initial amount of $500 shall be increased annually commencing on the first June 1 following the first full calendar year of operation of the Project and each June 1 thereafter for the term of this Agreement by an amount equal to the annual change in the Consumer Price Index since the last June 1.

Operating Expenses will not include the following: depreciation, amortization, depletion or other non-cash expenses, any amount expended from a reserve. Operating Expenses will be subject to the reasonable approval of the City.

"**Permanent Financing**" means the Permanent Period Senior Loan identified in the Method of Financing (Attachment No. 3) attached to the Affordable Housing Agreement, secured by the Permanent Financing Deed of Trust.

"**Permanent Financing Deed of Trust**" means the leasehold deed(s) of trust and other security instruments securing the Permanent Financing.

"**Permanent Period**" means the period of time commencing upon the repayment of the Construction Loan and the funding of the Permanent Financing and payment of at least 90% of the Limited Partner Capital Contribution.

"**Permitted Transfer**" means any of the following, provided (except for subsection f. below) Borrower, a General Partner of Borrower, or an Affiliate of such General Partner, retains

day-to-day control over management and operations of the Property and the Improvements and further provided that such transfer is not to a Prohibited Person or would otherwise violate Anti-Terrorism Laws:

a. An assignment of the Affordable Housing Agreement and Borrower's interests in the Property to an Affiliate or a conveyance back from the Affiliate to Borrower;

b. A conveyance of a security interest in the Property or any portion thereof or interest therein, in connection with a Senior Loan;

c. The inclusion of equity participation in the Project by addition of limited partners to Borrower's partnership or similar mechanism, and transfers of limited partnership interests in Borrower's partnership;

d. The lease for occupancy of all or any part of the Improvements on the Property in accordance with the Affordable Housing Agreement;

e. The granting of easements or permits to facilitate the development of the Property in accordance with the Affordable Housing Agreement;

f. The withdrawal, removal and/or replacement of a general partner of Borrower's partnership pursuant to the terms of Borrower's partnership agreement, or a conveyance of Borrower's interest in the Property and the Improvements and/or a transfer of limited partnership interests to a general partner or an affiliate of the limited partner pursuant to the option provided to that partner in Borrower's partnership agreement, will not constitute a default under this Agreement or any of the LMIHAF Loan Documents, nor will such actions accelerate the maturity of the LMIHAF Loan, provided that, unless the substitute general partner is an entity directly or indirectly controlled by the Investor Limited Partner, any required substitute general partner is reasonably acceptable to the City, as evidenced by the City's written consent, and is selected with reasonable promptness; and

g. A transfer approved in writing by City Manager or designee, at his or her reasonable discretion.

A transfer described in clauses a., b., or c. will be subject to the reasonable approval of the City Manager or designee; provided that, the City approves the transfer of limited partner interests in Borrower's partnership, and further provided that such transfer is not to a Prohibited Person or would otherwise violate Anti-Terrorism Laws.

"**Person**" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, domestic or foreign.

"**Property**" means the real property described as the "Property" legally described as set forth in Exhibit "A" of the City Deed of Trust.

"**RCC Lender**" means Riverside Charitable Corporation, a California nonprofit public benefit corporation and/or an affiliate thereof.

"**RCC Loan**" means the loan made by the RCC Lender to Borrower in the anticipated original principal amount of $4,000,000.

"**Residual Receipts**" means the Revenue minus the Operating Expenses, calculated on a 12-month basis, minus the theretofore unpaid portion of the Deferred Developer Fee. All calculations of Residual Receipts will be subject to verification and reasonable approval by the City.

"**Revenue**" means the gross rental income from the Improvements, and any other income to the Borrower derived from the ownership, operation and management of the Property, including but not limited to the following: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repay Senior Loan(s) or repair or rebuild the Project; and condemnation awards for a taking of part or all of the Project for a temporary period. "Revenue" will also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Project, except that the value of services provided by on-site manager(s) will not be treated as "Revenue" if no more than one dwelling unit is leased to or otherwise used by on-site manager(s). "Revenue" will not include tenants' security deposits, proceeds from the Senior Loan, any Secondary Loan, , the LMIHAF Loan, Developer Equity, the Improvement Allowance, the RCC Loan, the County Loan, the Trust Fund Loan including capital contributions or similar advances, or interest that is earned on and allocated to reserve accounts, other than in connection with Net Proceeds arising from a refinancing of the Senior Loan and/or the Secondary Loan.

"**Senior Loan**" means the Construction Period loan made by Construction Lender to Borrower in the approximate amount of [$35,000,000] and during the Permanent Period, the Permanent Financing, which will be secured by deeds of trust or other instrument to which the City agrees to subordinate this Note and the City Deed of Trust.

"**Term**" of this Note means a term that expires on the fifty-fifth (55th) anniversary of the date of Conversion.

"**Transfer**" will have the meaning set forth in Section 11.e of this Note.

"**Trust Fund Loan**" means the loan made by the Orange County Housing Trust Fund to Borrower in the maximum amount of $503,502, which is evidenced by this Note and secured by the City Deed of Trust.

2. This Note evidences the obligation of the Borrower to the City for the repayment of the LMIHAF Loan. The City shall disburse ninety percent (90%) of the proceeds of the LMIHAF Loan concurrently with the initial funding of the Construction Loan and the remaining

ten percent (10%) of the LMIHAF Loan concurrently with the release of the Construction Lender's retention disbursement.

3. This Note is payable at the principal office of City, 300 E. Chapman Avenue, Orange, California 92866, or at such other place as the holder hereof may inform the Borrower in writing, in lawful money of the United States.

4. This Note is secured by the City Deed of Trust.

5. This Note will bear three percent (3%) simple interest.

6. Except in the event of a default described in Section 7 hereof, no payments will be due and payable under this Note except to the extent of (a) the City's share of Residual Receipts as described in Section 8, below, and (b) any refinancing or Cost Savings, subject to the limitations set forth in Section **Error! Reference source not found.**, below.

7. The entire unpaid principal balance of this Note and any accrued but unpaid interest will be due and payable upon the expiration of the Term hereof, or immediately upon the occurrence of either of the following:

a. If the Property or any portion thereof or interest therein is sold, transferred, assigned or refinanced, without the prior written approval of the City, except as otherwise permitted in this Note; or

b. If there is a default by the Borrower under the terms of this Note, the City Deed of Trust, the Affordable Housing Agreement, the Agreement Containing Covenants, or any deed of trust or other instrument securing the Senior Loan or other obligations secured by a deed of trust on the Property, which is not cured within the respective notice and cure period provided herein and therein.

8. Prior to the expiration of the Term hereof, Borrower will be obligated to repay the LMIHAF Loan exclusively from the City's share of Residual Receipts, as follows:

a. Annually, not later than the thirtieth (30^{th}) day of May, beginning with the year following the year in which Conversion occurs, Borrower will submit to City an audited Annual Financial Statement for the preceding calendar year, prepared by a certified public accountant reasonably acceptable to the City, determining the amount of Residual Receipts, if any, generated in that year, together with payment of the City's Share of such Residual Receipts. The first such Annual Financial Statement will be for the partial year beginning on the date of Conversion and ending on December 31 of that year. The City will review and approve such Annual Financial Statement, or request reasonable revisions, within 30 days after receipt. If as the result of the City's review of the statement, there is an increase in the amount of any payment due and payable to City (as the result, for example, of a determination that the actual amount of Residual Receipts to which the City is entitled exceeds the amount of City's Share of Residual Receipts shown in the Annual Financial Statement submitted by Borrower), Borrower will promptly pay to the City the difference, with interest, from the date on which such payment was

due, at the rate of one percent (1%) over the Prime Rate announced by Bank of America, but in any event within ten (10) days of notice of such increase.

b. The City's Share of Residual Receipts shall be 50% of Residual Receipts, subject to apportionment to the extent required by the following: For so long as any of the RCC Loan, the County Loan and/or the Trust Fund Loan is outstanding, the City's Share of Residual Receipt shall be proportionately reduced such that the City shall receive a portion of the Residual Receipts equal to the ratio of the then outstanding amount of the LMIHAF Note and the then outstanding amount of the RCC Loan, the County Loan and the Trust Fund Loan (as applicable).

9. All payments applied to this Note will be applied first to penalties and late fees, then to interest, then to reduce the principal amount owed.

10. If there are Cost Savings with respect to the Project, subject to the requirements of the other Project lenders, the Ground Lessor and the California Tax Credit Allocation Committee, the following will occur: (1) the Cost Savings shall first be applied to the payment of the Deferred Developer Fee; (2) then, to the extent of fifty percent (50%) of any remaining Cost Savings, said remaining Cost Savings will be used to pay accrued interest on and then reduction of the principal amount of the LMIHAF Loan. For purposes hereof, "Cost Savings", shall mean the difference between the total sources of funds and the total cost of development as shown in the Borrower's cost certification contained in Borrower's application to the California Tax Credit Allocation Committee for a Form 8609 for the Project ("Tax Credit Report"), or as reflected in a Revised Project Budget or Annual Project Budget submitted by Borrower and approved by the City; provided, however, the Cost Savings will be adjusted to take into account (i) the loss of any equity investment due to an adjustment in the allowable tax credits pursuant to Borrower's limited partnership agreement; and (ii) any reduction in the Senior Loans required by the Senior Loan Documents. The amount payable to City under this paragraph will be paid within sixty (60) days following Conversion.

11. Prohibitions on Transfer.

a. Prior to the repayment in full of the LMIHAF Loan and expiration of the Term of the Agreement Containing Covenants, the Borrower must not, except for Permitted Transfers or as permitted by the Affordable Housing Agreement, assign or attempt to assign the Affordable Housing Agreement or this Note or any right therein or herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property (referred to hereinafter as a "**Transfer**"), without prior written approval of the City, except as expressly permitted by the Affordable Housing Agreement or this Note. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. City shall not unreasonably withhold or delay its consent. If consent should be given, any such transfer shall be subject to this Section 11, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein.

b. Proposed transferees (other than an Affiliate of Borrower or a General Partner reasonably approved by the City) must have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the City, to fulfill Borrower's

obligations undertaken in the Affordable Housing Agreement, the Agreement Containing Covenants, and this Note. A proposed transferee (including an Affiliate of Borrower), by instrument in writing satisfactory to the City and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the City must expressly assume all of Borrower's obligations under the Affordable Housing Agreement, the Agreement Containing Covenants, and this Note and agree to be subject to all conditions and restrictions applicable to Borrower. There must be submitted to the City for review all instruments and other legal documents proposed to affect any such transfer; and if approved by the City its approval will be indicated to Borrower in writing. If consent should be given, such transfer will be subject to this Section 11.

c. In the absence of specific written agreement by the City, no unauthorized Transfer, or approval thereof by the City, will be deemed to relieve the Borrower or any other party from any obligations under the Affordable Housing Agreement, the Agreement Containing Covenants, or this Note.

d. In the event of a Transfer prior to the time the LMIHAF Loan is paid in full without the prior written consent of the City, the remaining principal balance of the LMIHAF Loan and all accrued but unpaid interest will be immediately due and payable.

e. As used herein, "Transfer" means (other than in connection with a Permitted Transfer):

(i) The sale, agreement to sell, transfer or conveyance of the Property, the Project, or any portion thereof or interest therein (including, without limitation, a beneficial interest), whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment sale contract or similar instrument affecting all or a portion of the Property or Project, or the lease of all or substantially all of the Property or Project.

(ii) "Transfer" also includes the transfer, assignment, hypothecation or conveyance of legal or beneficial ownership of an interest in Borrower, or a conversion of Borrower to an entity form other than that of Borrower at the time of execution of the Affordable Housing Agreement, except that, a cumulative change in ownership interest of a general partner of Borrower of forty-nine percent (49%) or less will not be deemed a "Transfer" for purposes of this Note. Transfer shall not include routine changes in officers and/or board members.

12. The City will not unreasonably withhold, condition, or delay its approval of any matter for which its approval is required hereunder. The City's disapproval will be in writing and contain the City's reasons for disapproval.

13. The LMIHAF Loan is funded from the City's LMIHAF. Accordingly, Borrower agrees for itself, its successors and assigns that the use of the property will be subject to the restrictions on rent and occupancy set forth in the Agreement Containing Covenants.

14. Subject to the provisions and limitations of this Section 14, the obligation to repay the LMIHAF Loan is a nonrecourse obligation of the Borrower. Borrower and each general partner or limited partner of Borrower will not have any personal liability for repayment of the loan, except

as provided in this Section 14. The sole recourse of City will be the exercise of its rights against the Property and other security for the LMIHAF Loan. Provided, however, that the foregoing will not (a) constitute a waiver of an obligation evidenced by this Note or the City Deed of Trust; (b) limit the right of the City to name Borrower as a party defendant in any action or suit for judicial foreclosure and sale under this Note and the City Deed of Trust or any action or proceeding hereunder so long as no judgment in the nature of a deficiency judgment will be asked for or taken against Borrower; (c) release or impair this Note or the City Deed of Trust; (d) prevent or in any way hinder the City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or other instrument securing the Note or as prescribed by law or in equity in case of default; (e) prevent or in any way hinder the City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, its remedies in respect of deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing this Note; (f) relieve Borrower of its obligations under an indemnity delivered by Borrower to City; or (g) affect in any way the validity of a guarantee or indemnity from any person of all or any of the obligations evidenced and secured by this Note and the City Deed of Trust. The foregoing provisions of this paragraph are limited by the provision that in the event of the occurrence of a default, Borrower and its successors and assigns will have personal liability hereunder for any deficiency judgment, but only if and to the extent Borrower, its principals, shareholders, partners or its successors and assigns received rentals, other revenues, or other payments or proceeds in respect of the mortgaged Property after the occurrence of such default, which rentals, other revenues, or other payments or proceeds have not been used for the payment of ordinary and reasonable operating expenses of the mortgaged Property, ordinary and reasonable capital improvements to the mortgaged Property, debt service, real estate taxes in respect of the mortgaged Property and basic management fees, but not incentive fees, payable to an entity or person unaffiliated with Borrower in connection with the operation of the mortgaged Property, which are then due and payable. Notwithstanding the first sentence of this paragraph, City may recover directly from Borrower or from any other party (other than Borrower's Investor Limited Partner):

a. Damages, costs and expenses incurred by the City as a result of fraud or criminal act or acts of Borrower or a partner, shareholder, officer, director or employee of Borrower, or of a member or general or limited partner of Borrower, or of a general or limited partner of such member or general or limited partner;

b. Damages, costs and expenses incurred by City as a result of misappropriation of funds provided for the payment of Acquisition and Development Costs, as described in the Affordable Housing Agreement, rents and revenues from the operation of the Project, or proceeds of insurance policies or condemnation proceeds;

c. All amounts owing by Borrower pursuant to the indemnification regarding Hazardous Substances under the Environmental Indemnity, and

d. All court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that City will pay Borrower's reasonable

court costs and attorneys' fees if Borrower is the prevailing party in such enforcement or collection action).

15. Borrower waives presentment for payment, demand, protest, and notices of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of an extension or extensions of the time of payment or of a due date under this Note, in whole or in part, whether before or after maturity and with or without notice. Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the holder hereof, in the enforcement of this Note, the City Deed of Trust or any term or provision of either thereof.

16. Upon the failure of Borrower to perform or observe a term or provision of this Note, or upon the occurrence of an event of default under the terms of the City Deed of Trust, the Affordable Housing Agreement, the Agreement Containing Covenants, or a deed of trust securing a Senior Loan, or other obligations secured by a deed of trust on the Property, and after expiration of the applicable cure period, the holder may exercise its rights or remedies hereunder or thereunder.

17. Defaults and Remedies.

a. Subject to the extensions of time set forth in Section 18, and subject to the further provisions of this Section 17, failure or delay by Borrower to perform a material term or provision of this Note, the City Deed of Trust, the Affordable Housing Agreement, the Agreement Containing Covenants, or a deed of trust securing a Senior Loan, or other obligations secured by a deed of trust on the Property, constitutes a default under this Note.

b. The City will give written notice of default to Borrower, specifying the default complained of by the City. Delay in giving such notice will not constitute a waiver of any default nor will it change the time of default.

c. Failures or delays by the City in asserting its rights and remedies as to a default will not operate as a waiver of default or of such rights or remedies. Delays by the City in asserting its rights and remedies will not deprive the City of its right to institute and maintain actions or proceedings which it may deem necessary to protect, assert, or enforce such rights or remedies.

d. If a monetary event of default occurs under the terms of this Note or the City Deed of Trust, or a deed of trust securing a Senior Loan, or other obligations secured by a deed of trust on the Property, prior to exercising its remedies hereunder or thereunder the City will give Borrower, each general partner, and the Investor Limited Partner, concurrent written notice of such default. Borrower will have a reasonable period of time after such notice is given within which to cure the default prior to exercise of remedies by the City under this Note and the City Deed of Trust. In no event will the City be precluded from exercising remedies if its security becomes or is about to become materially impaired by a failure to cure a default or the default is not cured within ten (10) calendar days after the notice of default is received or deemed received.

e. If a non-monetary event of default occurs under the terms of the Affordable Housing Agreement, this Note, the City Deed of Trust, the Agreement Containing Covenants, or a document implementing the Affordable Housing Agreement or a deed of trust securing a Senior Loan or other obligations secured by a deed of trust on the Property, prior to exercising its remedies hereunder or thereunder, the City will give Borrower, each General Partner, and the Investor Limited Partner, concurrent notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, Borrower will have such period to effect a cure prior to exercise of remedies by the City under the Affordable Housing Agreement, the Agreement Containing Covenants, this Note and/or the City Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Borrower (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Borrower will have such additional time as is reasonably necessary to cure the default prior to the City's exercise of remedies, but not to exceed ninety (90) days from the notice of default. If Borrower fails to take corrective action or to cure the default within the time set forth above in this Subsection 17.e, the City will give Borrower, the Senior Lender, the Investor Limited Partner written notice thereof, whereupon the Investor Limited Partner, subject to the terms of Borrower's partnership agreement, may take such corrective action, including removing and replacing a general partner. The Investor Limited Partner will have 45 days, or such longer period as is approved by the City Manager or designee, to remove and replace such general partner of Borrower. The City agrees to accept cures tendered by a Senior Lender or the Investor Limited Partner within the time period provided herein. Additionally, in the event the Senior Lender, or Investor Limited Partner is precluded from curing a non-monetary default due to a bankruptcy, injunction, or similar proceeding by or against Borrower or a general partner, the City agrees to forbear from completing a foreclosure (judicial or nonjudicial) during the period during which such party is so precluded from acting, not to exceed 90 days or such additional time as is reasonably approved by the City Manager or designee, provided such Senior Lender or Investor Limited Partner is otherwise in compliance with the foregoing provisions. In no event will City be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by a failure to cure a default or the default is not cured within one hundred eighty (180) days after the notice of default is received or deemed received or such additional time as is reasonably approved by the City Manager or designee.

f. A notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, will be deemed delivered upon its transmission; a notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), will be deemed received on the documented date of receipt by Borrower; and a notice of default that is sent by registered or certified mail, postage prepaid, return receipt required will be deemed received on the date of receipt thereof. Notices will be sent to the following addresses:

To City:

The City of Orange
300 E. Chapman Avenue
Orange, California 92866
Attention: City Manager

To Borrower:

c/o USA Properties Fund, Inc.
3200 Douglas Blvd., Suite 200
Roseville, CA 95661
Attn: President

And

c/o Riverside Charitable Corporation
14131 Yorba Street, Suite 204
Tustin, CA 9270
Attn: Executive Director

And

Bank of America, N.A.
MA5-100-04-11
100 Federal Street, 4th Floor
Boston, MA 02110
Attention: Asset Management

And:

Banc of America CDC Special Holding Company, Inc.
MA5-100-04-11
100 Federal Street, 4th Floor
t
Boston, MA 02110
Attention: Asset Management

And:

Buchalter, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Michael A. Williamson, Esq.
Re: B0965-0757 (USA Orion)

18. Notwithstanding specific provisions of this Note, Borrower will not be deemed to be in default for failure to perform a non-monetary obligation hereunder where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of

transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the City or any other public or governmental authority or entity, or any causes beyond the control or without the fault of the Borrower. An extension of time for any such cause (a "**Force Majeure Delay**") will be for the period of the enforced delay and will commence to run from the time of the commencement of the cause, if notice by Borrower is sent to the City within fifteen (15) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events will constitute a Force Majeure Delay unless and until Borrower delivers to the City written notice describing the event, its cause, when and how Borrower obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Borrower will deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Note may also be extended in writing by the City and Borrower, such revision approval may be denied by either party in its sole discretion.

19. If the rights created by this Note are held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the remaining obligations must be completely performed and paid.

20. The City Deed of Trust securing this Note and all other LMIHAF Loan Documents, except the Agreement Containing Covenants and the Density Bonus Agreement, (i) have been made subordinate and junior to the claims, liens or charges of the Construction Loan Deed of Trust and all other instruments securing the Construction Loan by that certain Subordination Agreement by and among City, Borrower and Construction Lender which is being recorded concurrently with the execution and delivery of this Note and the recordation of the City Deed of Trust, and (ii) have been made subordinate and junior to the claims, liens or charges of the Secondary Loan Deed of Trust and all other instruments securing the Secondary Loan by that certain Subordination Agreement by and among City, Borrower and Secondary Lender which is being recorded concurrently with the execution and delivery of this Note and the recordation of the City Deed of Trust, and will also be subordinate and junior to the claims, liens or charges of the Permanent Financing Deed of Trust securing Senior Loans and all other instruments securing the Permanent Financing involving Senior Loans.

21. The City agrees that the lien of the City Deed of Trust will be subordinate to the extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the "**Extended Use Agreement**") recorded against the Project; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under the City Deed of Trust or upon a transfer of the Project by instrument in lieu of foreclosure or comparable conversion of the Loan, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code. The following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, will also apply: for a period of three (3) years from the date of foreclosure, with respect to any unit that had been regulated by the Extended Use Agreement, (i) none of the tenants occupying those units at the time of foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code. Borrower acknowledges and agrees that a default, event of default, or breach (however such terms may be defined) under the Extended Use Agreement will be an event of default under this Note and the City Deed of Trust and that all costs, damages or other

amounts, including reasonable attorneys' fees incurred by the City as a result of an event of default by Borrower, and all amounts paid by City to cure a default under the Extended Use Agreement will be an obligation of Borrower and become a part of the debt evidenced by this Note and secured by the City Deed of Trust.

22. With regard to an approval, consent, or other determination by the City required under this Note or the other LMIHAF Loan Documents, the City will act reasonably and in good faith.

23. Borrower will have the right to prepay the obligation evidenced by this Note, or any part thereof, without penalty. However, prepayment of the obligation evidenced by this Note prior to the expiration of the term of the Agreement Containing Covenants will not terminate or modify Borrower's obligations pursuant to the Agreement Containing Covenants or the Density Bonus Agreement.

24. This Note may be executed by each signatory on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF Borrower has executed this Note as of the day and year first set forth above.

BORROWER

ORANGE 702, L.P., a California limited partnership

By: USA Orange 702, Inc., a California corporation,
Administrative General Partner

By: _____
Geoffrey C. Brown, President

By: Riverside Charitable Corporation, a California
nonprofit public benefit corporation
Managing General Partner

By: _____
Recinda Shafer Deputy Executive Director

Agenda Item

Orange City Council

Item #: 3.8. 7/14/2026 **File #:** 26-0392

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Second Reading and adoption of Ordinance No. 04-26 adding Chapter 8.38 to the Orange Municipal Code relating to the maintenance and security standards for unoccupied or abandoned properties

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on June 23, 2026.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, Slater
	NOES:	None
	ABSENT:	Bilodeau

3. RECOMMENDED ACTION

Adopt Ordinance No. 04-26.

4. ATTACHMENTS

- Ordinance No. 04-26

Agenda Item

Orange City Council

Item #: 3.8. 7/14/2026 **File #:** 26-0392

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	ABSENT:	Bilodeau

3. RECOMMENDED ACTION

Adopt Ordinance No. 04-26.

4. ATTACHMENTS

- Ordinance No. 04-26

ORDINANCE NO. 04-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE ADDING CHAPTER 8.38 TO THE ORANGE MUNICIPAL CODE RELATING TO THE MAINTENANCE AND SECURITY STANDARDS FOR UNOCCUPIED OR ABANDONED PROPERTIES

WHEREAS, California Constitution, Article XI, Section 7, authorizes cities to make and enforce within its limits all local, police, sanitary, and other ordinances, and regulations not in conflict with general laws; and

WHEREAS, California Government Code section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance; and

WHEREAS, California Government Code section 38772 et seq. further provides that legislative bodies of cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining it, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner; and

WHEREAS, California Health and Safety Code section 101450 authorizes the City Council to take measures necessary to preserve and protect public health, including the adoption of ordinances and regulations to address unsafe, unsecured, and nuisance conditions associated with unoccupied and abandoned properties; and

WHEREAS, the Legislature of the State of California, in adopting section 2929.3 of the California Civil Code (requiring owners of vacant residential property acquired at a foreclosure sale or by foreclosure under a mortgage or deed of trust to adequately maintain the property and to abate any violations threat) specifically provides that said section does not preempt any local ordinance; and

WHEREAS, Unoccupied or Abandoned Properties can be a major cause and source of blight in the City; and

WHEREAS, Unoccupied or Abandoned Properties that are not actively maintained or secured may pose a serious threat to public health and safety due to the secondary effects of criminal activity, vandalism, trespassing, graffiti, fire hazards, unsafe conditions, depressed surrounding property values, and reduced economic development; and

WHEREAS, property owners are responsible for preventing their property from becoming a nuisance to the community and from creating a financial burden on City resources due to repeated responses by code enforcement, police, and fire services; and

WHEREAS, the City Council finds that Unoccupied or Abandoned Properties may create conditions that threaten the public health, safety, and welfare; and further finds that it is in the best interests of the City and its residents to ensure that all properties within the City are maintained to

reasonable standards through the adoption of a Maintenance and Security Standards for Unoccupied or Abandoned Properties Ordinance; and

WHEREAS, implementing the foregoing ordinance will assist the City in protecting the community from the negative impacts and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with City regulations and laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

The Ordinance is not a "project" subject to the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378 because it involves an organizational and administrative activity of the City of Orange that will not result in direct or indirect physical changes in the environment.

SECTION II:

A new Chapter 8.38 of Title 8 ("Health and Safety") of the Orange Municipal Code (OMC) is hereby added to read as follows:

CHAPTER 8.38

MAINTENANCE AND SECURITY STANDARDS FOR UNOCCUPIED OR ABANDONED PROPERTIES

8.38.010 Purpose and Intent.
8.38.020 Definitions.
8.38.030 Applicability; Exceptions.
8.38.040 Right of Inspection and Entry.
8.38.050 Inspection, Classification, Monitoring and Response.
8.38.060 General Maintenance and Security Standards for Unoccupied or Abandoned Properties.
8.38.070 Screening Standards for Unoccupied or Abandoned Storefronts.
8.38.080 Waiver or Modification Request.
8.38.090 Administrative Regulations.
8.38.100 Appeals.
8.38.110 Collection of Fees and/or Costs.
8.38.120 Emergency Abatement Authority.
8.38.130 Enforcement.

8.38.010 Purpose and Intent.

A. The purpose of this chapter is to establish regulations and monitoring program for Unoccupied or Abandoned Properties to assist the City with code enforcement efforts to reduce blight in the City.

B. By establishing maintenance and security standards, inspection and enforcement procedures, penalties, and cost recovery mechanisms, the City will reduce the adverse secondary effects associated with vacant, distressed, unoccupied, and abandoned properties.

C. The Community Development Director is hereby authorized to administer and enforce the provisions of this chapter.

8.38.020 Definitions.

If a term or phrase is not defined in this chapter, or elsewhere in this Code, the most common dictionary definition is presumed to be correct unless the context clearly requires otherwise.

"Abandoned" or **"Distressed"** means any real property (Property) that is Vacant and meets any of the following conditions: (i) is under a current notice of default; (ii) is under a current notice of trustee's sale; (iii) is pending a tax assessor's lien sale; (iv) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (v) has been transferred under a deed in lieu of foreclosure.

"Business Activity" means the lawful, continuous operation of a mixed-use, commercial, or industrial use within a structure, building or on a property for its intended and permitted purpose, as evidenced by customary ongoing activities, including the presence of employees, contractors, or customers during normal or posted business hours, the active offering of goods or services for sale, the maintenance of valid business licenses and required permits, the operation of utilities at levels consistent with occupancy, and the maintenance of inventory, equipment, furnishings, or fixtures appropriate to the business. Business activity shall not include sporadic or incidental use; pop up events or activities, temporary or vending permits; the mere storage or display of furniture, equipment, furnishings, fixtures or merchandise without active operations; maintenance of a business license without on-site activity; administrative use lacking regular physical occupancy (unless such use constitutes the primary permitted use); or any activity undertaken solely to avoid classification as a Unoccupied or Abandoned Property.

"Evidence of Vacancy" means conditions existing on or around a Property including but not limited to overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers, and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, litter, junk, and/or other debris; the absence of window coverings such as curtains, blinds, and/or shutters; unsecured or broken doors or windows; the absence of commercial furnishings; statements by neighbors, passersby, delivery agents, and government employees or any other evidence that demonstrates that the Property is Vacant, Distressed, Unoccupied or Abandoned.

"Owner" includes any person or entity having legal title to, or who leases, rents, occupies or has charge, control, or possession of any real Property in the City, including all persons listed as Owners on the last equalized assessment roll of the Orange County Assessor's Office. Owners include persons with power of attorney, executors of estates, trustees, heirs, or court-appointed administrators, conservators, guardians, receivers, and any beneficiary and trustee who holds a deed of trust on a Property in the City. For providing notice to an Owner under this Code, "Owner" includes the Owner's agent, employee, property manager or other legal representative.

"Screening" means a professionally designed display made of film, vinyl, polymath, canvas, or heavy-duty paper or other material and that is placed on the inside of a window, window area and glass door of an Unoccupied or Abandoned Storefront which conceals the interior of the premises from any public or private view.

"Securing" means making the Property inaccessible to unauthorized person(s), including, but not limited to repair or installation of fences, walls, and other barriers; chaining or pad locking of gates, doors; the repair, replacement or boarding of doors, windows, and/or other openings.

"Storefront" means the ground-floor or second story exterior façade of any building, structure or tenant space on a mixed-use, commercial, or industrial property that is designed or intended to provide visual access to the interior and direct access for members of the public to engage in business activity, and that contains one or more display windows, glazed window areas, or glass doors visible from a public street, sidewalk, walkway, private parking area open to the public, or other publicly accessible right-of-way.

"Unoccupied" means any vacant property that is not lawfully inhabited, leased, rented, or actively used for business activity or other purposes consistent with its intended mixed-use, residential, commercial, or industrial zone.

"Vacant" or **"Vacant Property"** means any lot, tract, or parcel of land, or any and each building, structure, or improvement thereon, including but not limited to any storefront, individual unit, tenant space, or portion thereof, located within a mixed-use, residential, commercial, or industrial zone, that is not lawfully inhabited, leased, rented, or actively used for business activity or other intended purpose consistent with the Code, and that either (i) remains Unoccupied for more than sixty (60) consecutive calendar days, and/or (ii) exhibits objective Evidence of Vacancy, and/or (iii) is Abandoned or Distressed.

8.38.030 Applicability; Exceptions.

A. Applicability. This chapter applies to all Unoccupied or Abandoned residential, commercial, industrial, and mixed-use properties, including undeveloped land and tenant spaces within multi-tenant buildings.

B. Exceptions. This chapter does not apply as follows:

1. Active Construction Activity. An Unoccupied or Abandoned Property with a valid, unexpired building permit where inspections occur at least once every three (3) months for construction activities (e.g., demolition, repair, alteration, rehabilitation, or tenant improvements), and the owner is diligently progressing toward completion.

2. Pending Permits, Licenses or Approval. The owner or leaseholder has filed an application for, and is actively seeking to obtain authorization, permits, or licenses required by State, County, or local law permitting the lawful use and occupancy of the Unoccupied or Abandoned Property.

3. Actively Marketed Residential Properties. A vacant unit or entire dwelling including, but not limited to, a multi-family development, apartment, duplex, condominium, townhouse, single-family residence, ADU, JADU, or short-term rental in a residential zone that is actively and continuously offered for sale, lease, or rent, and otherwise complies with all applicable Federal, State, and OMC requirements, including this chapter.

C. Notwithstanding this section, an Unoccupied or Abandoned Property is ineligible for exclusion if the owner, although promptly correcting violations within forty-eight (48) hours of notice by the Code Enforcement Division, receives more than two (2) written notices of violation within any sixty (60) calendar-day period.

8.38.040 Right of Inspection and Entry.

The Community Development Director, or any authorized City personnel, may enter and inspect any unoccupied, abandoned, or suspected vacant property at reasonable times for purposes of enforcing this chapter, with the verbal or written consent of the owner or person in control of the property. If entry is refused, the City may seek an administrative inspection warrant in accordance with applicable law. In cases of emergency, or where conditions pose an immediate threat to public health, safety, or welfare, the City may enter the Property without prior notice or warrant to the extent permitted by law. The City may also enter the Property to abate violations as authorized by law, this chapter, or other provisions of the Code.

8.38.050 Inspection, Classification, Monitoring and Response.

A. Upon receipt of a complaint or through proactive enforcement efforts involving an Unoccupied or Abandoned Property, the City, including the Community Development Department, Fire Department, Police Department, and other designated City personnel, may conduct an inspection of the interior and/or exterior of the Property following reasonable notice or as otherwise authorized by law or this chapter. Reasonable notice shall consist of the City providing not less than three (3) calendar days' advance written notice of the inspection, specifying the date and time of the inspection. A visual exterior inspection of an Unoccupied or Abandoned Property may be conducted by City personnel without entering the Property and from a public right-of-way, adjacent private property with the consent of the owner or person in control of such property, or as otherwise permitted by law.

B. Notice of Violations and Classification of Unoccupied or Abandoned Property. Following an inspection by Code Enforcement, the owner of an Unoccupied or Abandoned Property that does not qualify as a Level 1—Stable Property shall be either served, by mail, certified mail, personal service, and/or posting on the Property, with a written notice of violation. The notice shall specify the violations as contained in this chapter and provide a reasonable period to correct or otherwise remedy them. If the violations remain uncorrected after the compliance period, the Property shall be assigned a classification based on its overall condition and level of compliance, as follows:

1. Level 1—Stable Property: An Unoccupied or Abandoned Property maintained in full compliance with the OMC and provisions contained in this chapter. Stable Properties shall

not be subject to Monitoring and Response Fees, and the related Code Enforcement case shall be closed.

2. Level 2—At-Risk Property: In addition to any citations, notices and/or fees or costs of City enforcement efforts, including costs to abate a nuisance, Unoccupied or Abandoned Property that exhibits violations of the OMC and/or provisions contained in this chapter shall be subject to biweekly monitoring and response by City Code enforcement. At Risk Properties are subject to biweekly Monitoring and Response Fees.

3. Level 3—Problematic Property: In addition to any citations, notices and/or fees or costs of City enforcement efforts, including costs to abate a nuisance, a Unoccupied or Abandoned Property that exhibits violations of the OMC and/or provisions contained in this chapter and is unsafe, dangerous, substandard, unlawful, hazardous, condemned, fire damaged buildings, structures, equipment, or property that are not safe and/or unfit for human occupancy pursuant to the OMC or State law, and/or poses immediate threat to the public health, safety, and welfare shall be subject to a weekly monitoring and response by City Code enforcement. Problematic Property is subject to weekly Monitoring and Response Fees.

C. In addition to the provisions of this chapter, Level 2 and 3 properties are subject to all applicable City enforcement actions, including but not limited to, criminal, administrative, and civil citations, for violations of the OMC, State or Federal law, or for conditions constituting a public nuisance.

D. Unsafe, dangerous, substandard, unlawful, hazardous, condemned, or fire damaged buildings, structures, equipment, or property that are not safe and/or unfit for human occupancy pursuant to the OMC or State law shall either be demolished or fully repaired by obtaining a valid building permit within ninety (90) days. The Community Development Director may grant continuation if documentation is provided to the satisfaction of the Director showing any delay is of no fault of the Owner and the Owner has made good faith efforts to demolish or fully repair within said ninety (90) days. Until demolition or repairs are completed, the Owner shall secure the building, structure, and property to prevent unauthorized access.

E. If an Unoccupied or Abandoned Property moves from Stable to At Risk or from At Risk to Problematic, the Monitoring and Response Fees will be set to the higher classification. Likewise, if an Unoccupied or Abandoned Property moves to a lower classification, the fees will be the lower classification, if any. The Code Enforcement Division of the City will conduct a reassessment of the Unoccupied or Abandoned Property upon request of the Property Owner.

F. An Unoccupied or Abandoned Property may be reclassified based on the following:

1. The Property Owner has made the required corrections to the Unoccupied or Abandoned Property to become fully compliant with the OMC and/or provisions contained in this chapter;

2. The Property Owner has had no new violations documented or observed for the past sixty (60) consecutive days by the Community Development Department; and

3. The Property Owner requests a site inspection at least two (2) weeks prior to the due date of the current monitoring and response fee being billed.

G. If the Unoccupied or Abandoned Property qualifies for a lower classification, then the corresponding Monitoring and Response Fees, if any, will be assessed.

H. Monitoring and Response Fees as established by resolution of the City Council and those contained in the City's Master Fee Schedule shall be billed and paid to the City within thirty (30) calendar days of the billing notice to any applicable property owner of an Unoccupied or Abandoned Property. Monitoring and Response Fees shall fully recover the City's costs for Code Enforcement administration, equipment, supplies and personnel, as well as applicable hourly rates set forth in the City's Master Fee Schedule for personnel responses by Building and Safety, Fire, Police and/or any other designated City personnel enforcing the provisions of this chapter. These fees are not refundable, prorated, or rebated. The assessment of applicable Monitoring and Response Fees by Code Enforcement upon a property owner of an Unoccupied or Abandoned Property is final, unless appealed in accordance with this chapter.

8.38.060 General Maintenance and Security Standards for Unoccupied or Abandoned Properties.

A. Every owner of real property within the City is required to maintain such property in a manner so as not to violate the provisions of this chapter or this Code and such owner remains strictly liable for violations thereof regardless of any contract or agreement with any third party regarding such property.

B. Unless the Community Development Director provides in writing waiver from the following requirements, Unoccupied or Abandoned Property Owners shall ensure:

1. Maintenance of landscaping be maintained in a clean, watered, and weed-free condition, with hedges, bushes, and shrubs not exceeding forty-two (42) inches in height to ensure clear visibility from the public right-of-way, trees regularly pruned to remove overgrowth and dead or dying material, adequate irrigation provided to sustain all vegetation, and any dead or dying plant material removed; additionally, approved groundcover, hardscape, or softscape shall be installed and maintained throughout the period of vacancy, with groundcover not exceeding six (6) inches in height and supported by adequate irrigation, and the Director may require additional measures as necessary to eliminate unsafe conditions.

2. Maintenance of the exterior of the building or structure, including, but not limited to, ensuring paint, finishes, roof, windows and doors, fences and walls, and porches and patios are in a good condition.

3. Maintenance of any swimming pools, spas, or water in such a manner so as to be free and clear of pollutants, debris, mosquitoes, insects, vectors, water that is clouded or green, bacterial growth, or algae and properly Securing with minimum security fencing and self-locking devices, as required by State law.

4. Regular removal of interior and exterior junk, trash, litter, debris, newspapers, flyers, lumber, construction materials, household furniture, appliances, clothing, combustible material, or discarded, unused, or abandoned personal property and graffiti, tagging, or other markings, with any painting over to be done with similar exterior grade colored paint.

5. Property is secured so as to prevent unauthorized trespassing on the premises, or, squatting, drug or criminal activity, malicious mischief, vandalism, and other public nuisances.

6. Provide power for exterior lighting, any applicable fire sprinkler system, fire or burglar alarm, security surveillance systems or irrigation systems, which shall all be maintained in working order.

7. Maintenance of Screening material free from blight and not accessible to unauthorized persons, including, but not limited to, the replacement of broken windows, doors and the closing and locking of windows, doors (walk-through, sliding and garage), gates, fences and any other opening that may allow access to the interior or exterior of the Property.

8. Provide evidence of pest and rodent control if requested by Code Enforcement Division to verify that any infestation has been treated by a State licensed pest control professional.

9. Remove any parked, abandoned, or inoperative vehicles including any vehicle parts thereof that are visible to public view and/or from an adjoining Property.

10. Maintain all emergency access areas, egress points, stairways, roof-access ladders and exit signage are in functioning condition and free from obstruction.

11. Removal of abandoned signs that advertise goods or services which have not been available for a period of ninety (90) or more days and the area where signs were installed maintained or painted to match the existing building or structural color.

12. Maintenance of parking areas free of deterioration, potholes and in accordance with the applicable zoning standards and off-street parking requirements and/or conditions of approval, including, but not limited to, lighting, stall markings, art installations, signage, bollards, fire lane markings, and permitted mechanical equipment.

13. Installation of a key box to provide emergency access, if necessary, and as approved by the Fire Chief, or designee.

14. Posted with conspicuous signage displaying the name and 24-hour contact telephone number of the owner or local property management company for receipt of public and City complaints to mitigate nuisance conditions, as well as "No Trespassing" signage, as required by State law.

15. Motion-activated video surveillance cameras and lighting in working order and provides two-way communication and mobile live-view video feed for physical monitoring by means of the Owner. "Continuous physical monitoring" shall mean the use of a local and CA licensed security patrol agency providing either onsite fixed security personnel, roaming security patrol and/or video surveillance;

a. Property Documentation demonstrating adequate security patrol is being provided by as determined by the Code Enforcement Division.

16. Broken windows, doors, and other openings are secured as required by the Code Enforcement Division or Police Department including temporary board-up must be painted in a color consistent with the exterior of the building. Plywood must be of un-sanded CDX grade and must have a minimum thickness of one-half inch for window openings, five-eighths inch for door openings and three-quarter inch for a sliding door and French door openings; Plywood boarding must be completed to a minimum of the current United States Department of Housing and Urban Development (HUD) Securing standards at the time the boarding is completed or required and must be consistent with the requirements of this chapter.

a. Long-term boarding of windows, doors or other openings exceeding thirty (30) days may be considered and approved by the Director upon a showing of good cause or reason by the Owner for keeping the boarded building secured against unauthorized trespassing long-term.

17. If applicable maintain unimproved Vacant lots or improved Unoccupied or Abandoned buildings or structures secure in accordance with the following standards:

a. Temporary perimeter fencing, a minimum of forty-two (42) inches and not exceeding six (6) feet in height, constructed of wrought iron, chain link, Kentucky-style fencing, or other building materials approved by the Director, including mesh or other screening material secured to the interior side, that provides at least fifty percent (50%) visibility from ground level and includes a secured gate for emergency access.

b. Temporary fencing must be kept free of posters, signs, graffiti, artwork, or similar decoration unless it is approved by the Director. All unauthorized postings, signage, artwork, graffiti, or similar decoration must be immediately removed, and/or the fencing, mesh, or other Screening material be painted over to match the existing color;

c. Missing or damaged temporary fencing or mesh material must be repaired or replaced.

18. Compliance with Laws. The Property, including any building, structure, tenant space, or storefront, shall be maintained and operated in compliance with all applicable local, State, and Federal laws, including, but not limited to, zoning, building, fire, public health, safety, welfare and administrative regulations.

8.38.070 Screening Standards for Unoccupied or Abandoned Storefronts.

A. An Unoccupied or Abandoned Property with a Storefront shall maintain at least one of the following types of Storefront window Screening displays on or inside all ground-floor or second story exterior façade windows, window areas and glass doors visible from a public street, sidewalk, walkway, private parking area open to the public, or other publicly accessible right-of-way of the Property:

1. Faux window dressings containing goods, services, or a future business at the location with the appearance of a vibrant business using background panels or other methods to screen views of the Unoccupied or Abandoned Storefront windows, window areas and glass doors;

2. Works of art, including paintings or sculptures or other displays of cultural, historical pictures of the City, or educational value, utilizing colorful and vibrant materials, and using background panels or other methods to screen views of the Unoccupied or Abandoned Storefront windows, window areas and glass doors;

3. Paintings or graphic design applied directly to the windows, window areas and glass doors surface featuring visually appealing, colorful, vibrant scenes, shapes, or images; Other design or decorative measures approved by the Director or designee in writing that achieves the purpose of this chapter to avoid visual blight in the City's mixed-use, commercial or industrial zones and to enliven pedestrian or vehicular traffic experiences while passing through;

a. Storefront window, window area, and glass door Screening shall comply with the following standards:

i. Any adhesive materials used to affix the Screening shall not be visible from the exterior of the Storefront windows, window areas, or glass doors;

ii. No seams, gaps, or overlaps in the Screening material shall be visible from the exterior of the Storefront windows, window areas, or glass doors;

iii. All window Screenings shall be maintained in a clean, neat, and orderly condition and shall not be torn, faded, damaged, or otherwise deteriorated;

iv. Storefront windows, window areas, and glass doors shall not be screened or covered with textile or temporary materials, including but not limited to fabric,

tarps, cloth, plastic film, metal foil, rubber sheeting, vinyl plastic, cardboard, or paper; and

v. All window Screening shall be removed within thirty (30) calendar days after lawful occupancy and active business activity or operations have commenced, unless an extension is approved in writing by the Director or designee.

8.38.080 Waiver or Modification Request.

The Owner may submit to the Community Development Director a Request for Waiver or Modification of the Unoccupied or Abandoned Property Requirements on a form provided by the Community Development Department. The Director shall consider the relevant facts and circumstances in determining whether the requested change is necessary to protect the property or surrounding community from nuisance conditions or threats to the public health, safety, and welfare. The Director's decision is final, unless appealed in accordance with this chapter.

8.38.090 Administrative Regulations

Authority to Adopt Administrative Regulations. The Community Development Director may adopt, modify and implement administrative rules, procedures, and requirements consistent with this chapter as necessary to enforce and administer the Unoccupied or Abandoned Property regulations. All regulations must be published in advance and filed with the City Clerk's office for public inspection.

8.38.100 Appeals.

A. Any Owner may appeal to the City Manager, or designee any decision or action arising from this chapter by filing a written notice of appeal to the City Clerk's office.

B. The appeal and payment of the administrative appeal fee must be received at the Clerk's Office no later than fourteen (14) days of a decision or action. The administrative appeal fee as established by resolution of the City Council. An appeal will not be accepted without payment of the administrative appeal fee.

C. An independent hearing officer shall be selected by the City Manager to hear and make a determination as to the appeal. The hearing officer shall set the date and time of the hearing. At the hearing, the Owner who filed the appeal shall have the burden of proof by a preponderance of the evidence and may be given the opportunity to testify, present witnesses and evidence concerning the appeal as determined by the hearing officer.

D. The hearing officer shall issue a written decision within fourteen (14) business days to either uphold, dismiss, or modify any decision or action. The hearing officer shall state the reasons for the decision and shall send a copy of the decision to the appellee and to the Community Development Department. The decision of the hearing officer is final, unless appealed as permitted by State law.

8.38.110 Collection of Fees and/or Costs.

A. Each collection of fees in connection with any applicable Monitoring and Response Fee(s) and/or emergency abatement costs, shall be billed, and paid to the City within thirty (30) calendar days of each billing notice date.

B. If the fees are not paid within thirty (30) calendar days of each billing notice date, the City may use all available legal and equitable remedies to collect any fees as allowed by law, including, but not limited to, the recordation of a lien (secured or unsecured) with the Orange County Recorder's Office.

C. The City may also withhold, or refuse to issue, extend, or renew any City permit, license, or other City approval to any Owner who has unpaid fees and/or costs under this chapter.

8.38.120 Emergency Abatement Authority.

Nothing in this chapter shall supersede or otherwise interfere with the City's rights or remedies pursuant to other provisions of the Orange Municipal Code, or Federal, State, or local laws. Upon the failure or refusal of an Owner to eliminate or abate any violation(s) of this chapter, the City may, at its election, to cause the Unoccupied or Abandoned Property to be maintained, secured or in any other manner necessary to eliminate or abate the violation(s) and charge the Unoccupied or Abandoned Property Owner for the City's costs thereto. This abatement may be performed by City personnel, private contract vendor, or by any other means as determined by the City. The failure by the Owner to abate the violation(s) shall result in any costs and/or expenses incurred by the City to abate any violation(s) be billed to the Owner, which may be assessed as a lien against the Property, including interest thereon, until paid in full.

8.38.130 Enforcement.

A. Strict Liability. Any violation of this chapter constitutes a strict liability offense and shall be deemed to have occurred regardless of the Owner's intent, knowledge, negligence, or fault, and regardless of whether the Owner knew or reasonably should have known of the violation.

B. Violations Unlawful. It is unlawful and declared a public nuisance for any person or Owner having charge, control or failed to maintain an Unoccupied or Abandoned Property contrary to the provisions of this chapter.

C. No limitation on other remedies. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

D. This chapter provides a nonexclusive and cumulative method of enforcement. The City may pursue any and all other remedies authorized by this Code and applicable law, whether concurrently, separately, or consecutively, including but not limited to administrative and criminal enforcement under Chapters 1.08 and/or 1.10, civil actions (including injunctive relief), and nuisance abatement procedures. This chapter supplements all other remedies available under the Orange Municipal Code, State law, and other applicable regulations.

E. Any person or Owner found in violation of Sections 8.38.060, and/or 8.38.070 of the Orange Municipal Code may be subject to administrative citation, with progressive fines established by City Council resolution.

1. Progressive fines as established by resolution of the City Council shall be as follows for each violation:

a. 1st Violation within a twelve (12) month period.

b. 2nd Violation within a twelve (12) month period.

c. 3rd and Subsequent Violation within a twelve (12) month period.

F. Appeals of Fines. Administrative fines issued under this chapter may be appealed in accordance with Chapter 1.10 upon payment of an applicable administrative citation appeal fee as adopted by resolution of the City Council. The administrative citation appeal fee is intended to offset City costs associated with report preparation, evidence compilation, and hearing officer services.

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 23rd day of June, 2026, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2026 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.9. 7/14/2026 **File #:** 26-0394

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Second Reading and adoption of Ordinance No. 11-26 amending Chapter 10.40 of the Orange Municipal Code pertaining to parking meter zones

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on June 23, 2026.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, Slater
	NOES:	None
	ABSENT:	Bilodeau

3. RECOMMENDED ACTION

Adopt Ordinance No. 11-26.

4. ATTACHMENTS

- Ordinance No. 11-26

Agenda Item

Orange City Council

Item #: 3.9. 7/14/2026 **File #:** 26-0394

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

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1. SUBJECT

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The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, Slater
	NOES:	None
	ABSENT:	Bilodeau

3. RECOMMENDED ACTION

Adopt Ordinance No. 11-26.

4. ATTACHMENTS

- Ordinance No. 11-26

ORDINANCE NO. 11-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 10.40 OF THE ORANGE MUNICIPAL CODE PERTAINING TO PARKING METER ZONES

WHEREAS, Chapter 10.40 of the Orange Municipal code defines and establishes on and off-street paid parking zones, establishes on and off-street parking meter fees, and establishes mechanics of the paid parking program; and

WHEREAS, the purpose of the City's paid parking program is to promote parking availability and turnover within commercial and mixed-use areas while supporting access to businesses, services, and public facilities; and

WHEREAS, providing administrative authority to adjust parking time limits within established parameters will allow the City to respond more efficiently to changing parking demands and operational needs while maintaining the objectives of the paid parking program; and

WHEREAS, the City desires to authorize the Public Works Director to establish and adjust within parking meter zones, not exceeding four (4) hours.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for this Ordinance.

SECTION II:

Section 10.40.120 of the Orange Municipal Code, "Vehicles and Traffic - Parking Meters - Time of Parking in Parking Meter Zones," is hereby amended to read as follows:

10.40.120 Time of Parking in Parking Meter Zones.

A. The Public Works Director is authorized to establish and adjust the maximum legal parking time for parking spaces within parking meter zones, provided that the maximum legal parking time shall not exceed four (4) hours. The maximum legal parking time shall be indicated by signs adjacent to the parking meter or parking meter stand. Appropriate signage shall be installed or updated to reflect any change in maximum legal parking time prior to enforcement of such change.

B. The maximum legal parking time shall not be in excess of any maximum legal parking time which may be prescribed and determined and posted as provided elsewhere in this title.

C. Nothing contained herein shall be deemed or construed to permit parking during times or hours prohibited elsewhere in this title.

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

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AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.10. 7/14/2026 **File #:** 26-0401

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT
Authorize purchase of medical supplies and medications from Life-Assist, Inc.

2. SUMMARY
Purchase of medical supplies and medications in the amount of $425,000 through an Intergovernmental Cooperative Purchasing Agreement, Master Agreement No. PS25830 with the League of Oregon Cities.

3. RECOMMENDED ACTION
Approve the purchase of medical supplies and medications from Life-Assist, Inc. in an amount of $425,000 for Fiscal Year 2026-2027.

4. FISCAL IMPACT
The total expense for this purchase is $425,000 and will be funded through EMT Transport (225):

225-3122-53101 Operating Materials & Supplies

5. STRATEGIC PLAN GOALS
Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND
The Fire Department procures medical supplies from several vendors, with Life Assist, Inc. (Life Assist) representing the largest share of these purchases. Due to the continued increase in medical call volume and rising supply costs, the department anticipates the need for a purchase order with Life Assist in the amount of $425,000. These costs are funded through the EMT Transport Fund, and the medical supplies and medications administered in the field are typically reimbursed through patient billing.

Life Assist continues to provide the most competitive pricing through its extended cooperative purchasing opportunities. In November 2025, Life Assist was awarded a National Purchasing Partners (NPPGov) contract with the League of Oregon Cities (Master Agreement No. PS25830), which is valid through 2031. Through this agreement, Life Assist extends cooperative pricing to the City of Orange, ensuring the lowest available pricing for medical supplies and medications and providing cost stability throughout the contract term.

The Fire Department recommends that the City Council approve a blanket purchase order in the amount of $425,000 with Life Assist for the procurement of medical supplies and medications.

7. ATTACHMENTS

- Master Agreement with League of Oregon Cities

Agenda Item

Orange City Council

Item #: 3.10. 7/14/2026 **File #:** 26-0401

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT
Authorize purchase of medical supplies and medications from Life-Assist, Inc.

2. SUMMARY
Purchase of medical supplies and medications in the amount of $425,000 through an Intergovernmental Cooperative Purchasing Agreement, Master Agreement No. PS25830 with the League of Oregon Cities.

3. RECOMMENDED ACTION
Approve the purchase of medical supplies and medications from Life-Assist, Inc. in an amount of $425,000 for Fiscal Year 2026-2027.

4. FISCAL IMPACT
The total expense for this purchase is $425,000 and will be funded through EMT Transport (225):

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7. ATTACHMENTS

- Master Agreement with League of Oregon Cities

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Life-Assist, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Medical Products, Monitors, Software, Data Transmission, and Related Services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Medical Products, Monitors, Software, Data Transmission, and Related Services the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2535 for Medical Products, Monitors, Software, Data Transmission, and Related Services; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2535 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

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2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25830, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

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3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

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generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

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limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

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10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

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Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Life-Assist, Inc
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Andy Selby
Email: andy.selby@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

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deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

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21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

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ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: November 19, 2025 | 8:30 PM PST

VENDOR:

Signature: Signed by: Carrie Woodworth 49ABD2DB0DB6422...

Printed Name: Carrie Woodworth

Title: Contracts Manager
LIFE-ASSIST, INC

Dated: November 19, 2025 | 4:39 PM PST

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

MEDICAL PRODUCTS, MONITORS, SOFTWARE, DATA TRANSMISSION, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price
MEDICAL PRODUCTS AND SUPPLIES	31%
PHARMACEUTICLAS	31%
MEDICAL MONITORS, DEFIBRILLATORS, AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
TRAINING, SIMULATION, AND CERTIFICATION	15%
OTHER - CAPITAL EQUIPMENT - OPERATIONS	15%

EXCLUDES ITEMS ON SALE

Vendor pays freight for all standard ground shipments in the Continental US. Alaska and Hawaii shipments are sent via Priority Mail or UPS 2nd Day Air, and freight is added to the invoice. Vendor will only charge the actual freight amount that we are charged; it will never be marked up in price.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding $2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding $100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding $150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

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F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

Docusign Envelope ID: BD7801DA-2F22-4B0E-921E-647D3BBC7532

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

Docusign Envelope ID: BD7801DA-2F22-4B0E-921E-647D3BBC7532

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

TERMS AND CONDITIONS

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WARRANTIES AND LIABILITY LIMITS
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Warranties are limited to those offered by the manufacturer. Life-Assist, Inc. gives no express or implied warranties on any items shown in its catalog, price list, or otherwise offered for sale and shall not be responsible for the proper use and servicing of goods purchased nor does the company give any express or implied warranty that goods purchased are merchantable or fit for a particular purpose. Life-Assist, Inc. shall not be liable for special or consequential damage or injury to person or property which results from the use of these products. All products sold by Life-Assist, Inc. are intended for use by trained medical personnel.
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SHIPPING
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Free Standard Shipping within the contiguous U.S. on orders over $100! Orders under $100 will be charged a $14.50 shipping and handling fee. All other orders are shipped FOB origin and freight charges will be applied at time of shipment.

It is our service policy to ship orders the same day we receive them, providing the order is placed by 4:00 pm Monday through Friday. Most orders are shipped by UPS ground complete within 24 hours (M-F). If, by chance, an item is backordered, it will be shipped to you immediately upon our receipt.

Refrigerated items are only shipped Monday – Wednesday and will arrive in 1 – 2 days. Destinations outside of the 2-day shipping zone must be shipped 2nd Day Air and the air freight charges will apply. Refrigerated items cannot be returned.

Freight charges will be applied to special orders, overweight orders, oversized products, and requested rush deliveries.
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RETURNS
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If a product does not meet your specifications, you may return the item in its original and unaltered* packaging, in resalable condition, within 45 days. Prior to returning any purchase, please contact Customer Care at (800) 824-6016 or email CustomerCare@life-assist.com to obtain a return authorization number.

*Please note, we are unable to provide credit for items where packaging has been altered (i.e., marked with permanent marker or internal agency labels affixed).

Returned merchandise must be sent freight prepaid and be received in new, resalable condition.

To expedite the process, please have your shipping or invoice document available for reference.

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Items returned within 45 days of shipment will not be subject to a restocking fee. Items returned 46 days or more will be subject to a 15% restocking fee ($25.00 minimum) plus freight.

Non-returnable items include:
Pharmaceutical products
Custom / special order items
Refrigerated products
Items listed as non-returnable
Short dated or expired products
Items not in original packaging

Some goods, such as refrigerated items, special order items, short dated product and/or items more than 90 days old, etc., are not be eligible for credit. Products shipped directly from vendor partners require a vendor return authorization and are subject to the vendor's return policy and any applicable fees. If we make an error in filling or shipping your order, we will promptly rectify the mistake at no cost to you.

Please note: Issuance of a Return Authorization Number is required and does not guarantee credit. Credit will be issued only after the product is received, inspected, and confirmed to meet our return requirements.

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials and immediately contact Customer Care at (800) 824-6016 or email CustomerCare@life-assist.com.
Damage claims must be made within 5 days of receipt of merchandise.

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CREDIT
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Municipalities, fire and police departments, recognized volunteer organizations, government agencies and related: may purchase on terms of Net 30 days from shipping date without prior arrangement. Please fax or mail your first order on agency letterhead.

Commercial businesses: may apply for open account status by submitting a completed Life-Assist, Inc. Credit Application Form.

Resellers may request price quotations online only. Rx items are not available for resale.

Overdue accounts: will be assessed a 1 1/2% monthly (18% year) charge. Payment on account will be credited upon receipt at Life-Assist's office in Rancho Cordova, California. Delinquent accounts will be referred for collection. Purchaser will be liable for all costs of collection on overdue accounts, plus reasonable attorney's fees. A $20 service charge will be assessed on all returned checks.

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Agenda Item

Orange City Council

Item #: 3.11. 7/14/2026 **File #:** 26-0403

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

Authorize purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc.

2. SUMMARY

Purchase of safety uniforms, wildland protective gear, and ambulance operator equipment from LineGear, Inc. through Cooperative Purchasing Agreement, County of Orange Master Agreement No. MA 012 25011371, to support operational needs during Fiscal Year 2026 2027.

3. RECOMMENDED ACTION

Approve the purchase of Fire Department uniforms, wildland safety gear, and ambulance operator equipment from LineGear, Inc. in an amount not to exceed $257,000.

4. FISCAL IMPACT

The expense for this purchase is $257,000 and will be funded through General Fund(100) and EMT Transport (225), respectively:

100-3121-54101	Noncapitalize Equipment	$163,000
100-3011-53102	Uniforms and Clothing	$ 55,000
225-3216-54101	Noncapitalize Equipment	$ 18,000
100-3121-53101	Operating Materials and Supplies	$ 17,000
225-3216-53102	Uniforms and Clothing	$ 4,000
		$257,000

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Fire Department safety equipment and uniforms are selected based on operational needs, regulatory requirements, and national safety standards. All equipment must meet established safety and life-expectancy criteria to ensure the highest level of protection for personnel operating in hazardous

environments. Uniforms are essential for clearly identifying public safety personnel during emergencies and critical incidents, ensuring they are easily recognized as a source of assistance. To maintain compliance with departmental specifications and required safety standards, the use of authorized direct-distribution vendors is necessary for Fire Department operations.

The Fire Department procures safety gear, uniforms, and specialized equipment from three primary vendors-Allstar Fire Equipment, LN Curtis & Sons, and LineGear, Inc. (LineGear)-based on each vendor's product availability, manufacturing capabilities, distribution channels, and technical expertise. These vendors are recognized leaders in the fire service supply industry and, in many cases, serve as the only authorized distributors for the equipment utilized by the Orange City Fire Department.

LineGear is equipped to supply the current approved specifications for uniforms for Firefighters, Fire Prevention staff, and Ambulance Operators, as well as wildland firefighting equipment including boots, helmets, gloves, brush jackets, pants, and web gear.

The proposed purchase utilizes the County of Orange Cooperative Contract MA 012 25011371 with LineGear, which allows other municipal and public agencies to access the agreement's pricing and terms. Overall, the cooperative contract ensures cost effective procurement through an established, publicly solicited contract and provides the City with wildland safety gear which is inclusive of safety uniforms and ambulance operator equipment.

To ensure continuity of safety gear and uniform supply, the Fire Department requests authorization to purchase department uniforms, wildland safety gear, and ambulance operator equipment from LineGear in the amount of $257,000 for Fiscal Year 2026-2027.

7. ATTACHMENTS

- County of Orange Master Agreement No. MA 012 25011371

Agenda Item

Orange City Council

Item #: 3.11. 7/14/2026 **File #:** 26-0403

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

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environments. Uniforms are essential for clearly identifying public safety personnel during emergencies and critical incidents, ensuring they are easily recognized as a source of assistance. To maintain compliance with departmental specifications and required safety standards, the use of authorized direct-distribution vendors is necessary for Fire Department operations.

The Fire Department procures safety gear, uniforms, and specialized equipment from three primary vendors-Allstar Fire Equipment, LN Curtis & Sons, and LineGear, Inc. (LineGear)-based on each vendor's product availability, manufacturing capabilities, distribution channels, and technical expertise. These vendors are recognized leaders in the fire service supply industry and, in many cases, serve as the only authorized distributors for the equipment utilized by the Orange City Fire Department.

LineGear is equipped to supply the current approved specifications for uniforms for Firefighters, Fire Prevention staff, and Ambulance Operators, as well as wildland firefighting equipment including boots, helmets, gloves, brush jackets, pants, and web gear.

The proposed purchase utilizes the County of Orange Cooperative Contract MA 012 25011371 with LineGear, which allows other municipal and public agencies to access the agreement's pricing and terms. Overall, the cooperative contract ensures cost effective procurement through an established, publicly solicited contract and provides the City with wildland safety gear which is inclusive of safety uniforms and ambulance operator equipment.

To ensure continuity of safety gear and uniform supply, the Fire Department requests authorization to purchase department uniforms, wildland safety gear, and ambulance operator equipment from LineGear in the amount of $257,000 for Fiscal Year 2026-2027.

7. ATTACHMENTS

- County of Orange Master Agreement No. MA 012 25011371

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Contract MA-012-25011371

For

Wildland Fire Personal Protective Equipment (PPE)

Between

OC Community Resources

And

LineGear, Inc.

Docusign Envelope ID: 61D57230-5D02-4DE4-8AD3-80F29E9A83F6

CONTRACT

MA-012-25011371
BETWEEN
COUNTY OF ORANGE
AND
LineGear, Inc.
FOR
Wildland Fire Personal Protective Equipment (PPE)

This Contract MA-012-25011371 for Wildland Fire Personal Protective Equipment (PPE) (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and LineGear, Inc., a California Stock Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Wildland Fire Personal Protective Equipment (PPE) under a usage Contract; and,

WHEREAS, County solicited Contract for Wildland Fire Personal Protective Equipment (PPE) as set forth herein, and Contractor represented that it is qualified to provide Wildland Fire Personal Protective Equipment (PPE) to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Wildland Fire Personal Protective Equipment (PPE) to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange

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County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for

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the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent

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by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil

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disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such

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counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of

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Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

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The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Wildland Fire Personal Protective Equipment (PPE) Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of the Indemnification and Insurance section, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;

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B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have

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the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

11. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

13. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a

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material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

15. Data – Title To:

All materials, documents, data or information obtained from County data files, or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

16. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising

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under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

18. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and
2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

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1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

20. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

21. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents,

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the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

25. Notices:

Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given

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upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	LineGear, Inc.
Attn:	Long John Nguyen
Address:	23121 Antonio Pkwy #125 Rancho Santa Margarita, CA 92688
Phone:	(949) 709-8808
Email:	LongJohn@LineGear.com

County's Project Manager: OC Community Resources	
Attn:	Eric Rubery
Address:	13042 Old Myford Road Irvine, CA 92602
Phone:	(714) 973-6632
Email:	eric.rubery@ocparks.com

cc: OC Community Resources/Procurement Services	
Attn:	Erin Barnes, County DPA
Address:	601 N Ross Street Santa Ana, CA 92701
Phone:	(714) 480-4629
Email:	erin.barnes@occr.ocgov.com

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26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

28. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

29. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

30. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

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31. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

32. Permits and Licenses

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

33. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

34. Inventory

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

35. Order Dates

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

LINEGEAR, INC.,

Signature	Name	Title	Date
Signed by: Long John Nguyen 7E60A62EBFA54A3...	Long John Nguyen	President/Secretary	7/29/2025
Signed by: Long John Nguyen 7E60A62EBFA54A3...	Long John Nguyen	President/Secretary	7/29/2025

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title		Date
Signed by: Erin Barnes 1D907242C7044A7...	Erin Barnes	Deputy Agent	Purchasing	7/30/2025

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A - SCOPE OF WORK

1. Overview

This scope of work outlines the ongoing need for the County of Orange - OC Parks (OC Parks) to procure Wildland Fire Personal Protective Equipment (PPE) for staff assigned to, or operating near, wildland fire incidents.

OC Parks seeks to partner with a qualified fire equipment providers that can provide exceptional performance and competitive pricing. OC Parks intends to obtain the most cost-effective fire and safety gear while ensuring maximum quality and service levels. Contractor is expected to supply fire equipment and gear on an ongoing or as-needed basis.

2. Objectives

A. Ensure the safety of personnel responding to wildland fire emergencies and incidents.

B. Provide high-quality fire-resistant clothing and firefighting gear that meets or exceeds current State of California regulations and the minimum standards set by the National Fire Protection Act for personal protective equipment for wildland fire fighting.

C. Deliver optimal protection against heat, flames, and hazardous materials.

D. Supply all required fire protective apparel and accessories for staff responding to wildland fire incidents within County jurisdiction.

3. Contractor Responsibilities

Contractor shall:

A. Possess all required Federal, State, and Local permits, licenses, and approvals necessary to provide the goods specified in this Scope of Work. All associated costs and fees shall be the sole responsibility of the Contractor.

B. Provide a dedicated Account Manager/Sales Representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all OC Park's questions/inquiries.

C. Provide garment specifications upon request from the County. If necessary, special orders may be requested, provided there is appropriate justification.

D. Itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.

4. Storefront Location Requirement

Contractor must maintain a storefront within a 50-mile radius of OC Parks Headquarters, located at 13042 Old Myford Rd., Irvine, CA 92602. This location must have sufficient space to store essential, high-demand wildland fire PPE and be fully operational by the date of contract execution.

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5. Account Manager/Sales Representative Availability and Responsibilities

A. Onsite Availability

Contractor shall provide an onsite representative available Monday through Friday, during normal business hours (9:00 a.m. to 5:00 p.m. Pacific Time), to assist County staff with:

- Scheduling appointments for order placement
- Apparel and footwear fittings

B. Boot Fitting and Order Fulfillment

Contractor must offer onsite NFPA-certified boot fitting and order fulfillment services on an as-needed basis. These services shall be coordinated through the onsite representative.

C. Account Management Support

Contractor's account manager or sales representative shall be available during regular business hours to:

- Assist with order placement and follow-up
- Address inquiries or issues related to product selection, delivery, or service
- Provide general support within the scope of their responsibilities

6. Inventory Availability

Contractor shall maintain reliable access to a distributor capable of providing PPE promptly to meet the operation needs of the County. PPE must be readily available upon request.

A. Refurbished, irregular, or previously used products shall not be accepted for order fulfillment under any circumstances.

B. Contractor shall ensure adequate stock levels of all contracted items to support timely fulfillment of County orders.

C. Contractor must notify the County Project Manager in writing at least thirty (30) calendar days prior to discontinuation of any contracted product. Discontinued items shall be automatically removed from availability; however, any replacement product must:

   a. Be of equal or superior quality to the discontinued item

   b. Be offered at a price equal or lower than the original contract price.

Contract may be amended on an as-needed basis to incorporate a revised product list.

D. Samples: Contractor shall be required to provide sample clothing items or accessories at no cost upon request from the County Project Manager or designee.

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7. Apparel and Footwear Size Requirements

A. Wildland fire shirts, coats, or jackets made from Tecasafe or Nomex, available in sizes ranging from Small to 6XL.

B. Wildland fire pants made from Tecasafe, Nomex, or a blend of Nomex and Kevlar, available in sizes Small to 6XL, with inseams ranging from 28 to 40 inches in men's sizes.

C. Wildland fire pants made from Tecasafe, Nomex, or a blend of Nomex and Kevlar, available in sizes 28 to 42 inches, with inseams ranging from 28 to 36 inches in women's sizes.

D. Wildland fire boots available in men's and women's sizes ranging from 6 to 15, with width options provided.

8. Substitutions

County may elect to accept substitute like commodities, commodities of equal or better quality and/or brand, costing equal or less than the original contracted commodities as set forth in this Contract with written authorized County approval. Substitute like commodities that cost more will require prior authorized approval from County before any substitution will take place.

9. Miscellaneous Commodities

Miscellaneous commodities may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities without prior written authorized County approval. Additional delivery locations may be added or deleted at any time with no penalty to County.

10. Orders

A. All orders shall be submitted by the requesting County representative directly to the Contractor via Delivery Order.

B. Contactor must notify the requesting County representative within two (2) business days of placing an order if any item is out of stock.

C. Completion of Order Notifications: Contractor must notify requesting County representative when a delivery has been made.

11. Deliveries

A. All pricing shall be FOB: Destination. No separate shipping charges will be authorized or reimbursed for any merchandise ordered against this Contract, including any additional products.

B. Delivery arrangements directly with the requesting County representative at the location specified on the order. Deliveries are expected to be made in full.

C. Approval for the delivery of partial or incomplete orders must be obtained from the County representative who placed the order prior to delivery.

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D. There shall be no additional charge for urgent order requests. Such orders must be delivered to the specified location within 24 hours of order acknowledgment, including after-hours, weekends, and holidays. County Holidays are listed as follows:

- New Years Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Native American Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

E. Delivery location is listed below. The County reserves the right to add additional locations at its discretion at any time.

County of Orange

OC Parks Headquarters

Operations Support Group

13042 Old Myford Rd.

Irvine, CA 92602

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Wildland Fire Personal Protective Equipment as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Item Description: FIRE SHELTER – NEW GEN FIRE SHELTER Manufacturer: ANCHOR INDUSTRIES	Each	$550.00
2	Item Description: FIRE SHELTER – NEW GEN FIRE SHELTER - LARGE Manufacturer: ANCHOR INDUSTRIES	Each	$624.00
3	Item Description: TRADITIONAL BRUSH SHIRT 5.8OZ TECASAFE Size: Small – XL Manufacturer: CREWBOSS	Each	$140.00
4	Item Description: TRADITIONAL BRUSH SHIRT 5.8OZ TECASAFE Size: 2XL-3XL Manufacturer: CREWBOSS	Each	$157.00
5	Item Description: CREWBOSS BRUSH SHIRT 5.8 OZ TECASAFE (ZIPPER) Size: S – XL Manufacturer: CREWBOSS	Each	$170.00
6	Item Description: CREWBOSS BRUSH SHIRT 5.8 OZ TECASAFE (ZIPPER) Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$195.00

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Line Item	Description	Unit of Measure	Unit Cost
7	Item Description: INTERFACE COAT 7.0 OZ TECASAFE Size: S – XL Manufacturer: CREWBOSS	Each	$320.00
8	Item Description: INTERFACE COAT 7.0 OZ TECASAFE Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$366.00
9	Item Description: INTERFACE COAT 6.0 OZ NOMEX Size: S – XL Manufacturer: CREWBOSS	Each	$400.00
10	Item Description: INTERFACE COAT 6.0 OZ NOMEX Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$457.00
11	Item Description: GEN II RESPONSE JACKET SIGMA 4 STAR Size: S – XL Manufacturer: CREWBOSS	Each	$320.00
12	Item Description: GEN II RESPONSE JACKET SIGMA 4 STAR Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$367.00
13	Item Description: JUMPSUIT 7 OZ TECASAFE Size: S – XL Manufacturer: CREWBOSS	Each	$375.00
14	Item Description: JUMPSUIT 7 OZ TECASAFE Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$375.00
15	Item Description: CLASSIC BRUSH PANT 7.0 OZ TECASAFE-SPRUCE Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$225.00
16	Item Description: CLASSIC BRUSH PANT 7.0 OZ TECASAFE-SPRUCE Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$259.00
17	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE SPRUCE Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$564.00
18	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE SPRUCE Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$648.00

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Line Item	Description	Unit of Measure	Unit Cost
19	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE KHAKI Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$564.00
20	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE KHAKI Size: 2XL– 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$648.00
21	Item Description: CLASSIC BRUSH PANT 6.6 OZ PIONEER KHAKI Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$650.00
22	Item Description: CLASSIC BRUSH PANT 6.6 OZ PIONEER KHAKI Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$715.00
23	Item Description: LAST CHANCE LIGHT-DUTY BELT Size: S – XL Manufacturer: BISON	Each	$20.00
24	Item Description: LAST CHANCE LIGHT-DUTY BELT Size: 2XL – 3XL Manufacturer: BISON	Each	$22.50
25	Item Description: CAL OSHA WILDLAND FIREFIGHTER GLOVES Size: XS - XL Manufacturer: NORTH STAR	Each	$28.00
26	Item Description: CAL OSHA WILDLAND FIREFIGHTER GLOVES Size: 2XL Manufacturer: NORTH STAR	Each	$30.00
27	Item Description: SPYDER GEAR WILDLAND PACK GEN 2 Manufacturer: TRUE NORTH	Each	$157.00
28	Item Description: LYNX 100 OZ HYDRATION WITH SNAPTITE Manufacturer: TRUE NORTH	Each	$83.00
29	Item Description: CAMELBAK MIL SPEC ANTITODE 3L RESERVOIR SHORT Manufacturer: CAMELBAK	Each	$42.00

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Line Item	Description	Unit of Measure	Unit Cost
30	Item Description: WILDLAND HELMET - FULL BRIM YELLOW Manufacturer: BULLARD	Each	$98.00
31	Item Description: WILDLAND HELMET - FULL BRIM RED Manufacturer: BULLARD	Each	$98.00
32	Item Description: WILDLAND HELMET - FULL BRIM WHITE Manufacturer: BULLARD	Each	$98.00
33	Item Description: WILDLAND HELMET - FULL BRIM DOVE GREY Manufacturer: BULLARD	Each	$98.00
34	Item Description: WILDLAND HELMET - FULL BRIM BLUE Manufacturer: BULLARD	Each	$98.00
35	Item Description: WILDLAND HELMET - FULL BRIM YELLOW Size: XL Manufacturer: BULLARD	Each	$98.00
36	Item Description: FACE PROTECTOR NECK SHROUD Size: ONE SIZE Manufacturer: CREWBOSS	Each	$65.00
37	Item Description: FIREPRO 1977 FS LOW-PROFILE WILDLAND GOGGLES Manufacturer: ESS	Each	$59.00
38	Item Description: STRIKETEAM WF WILDLAND GOGGLES Manufacturer: ESS	Each	$44.00
39	Item Description: STRIKETEAM XTO (EYEGLASSES) WILDLAND GOGGLES Manufacturer: ESS	Each	$44.00
40	Item Description: WILDLAND TACTICAL FIRE FIGHTER BOOT Size: FULL RANGE (MEN) Manufacturer: DANNER	Each	$400.00
41	Item Description: LINE SCOUT - WILDLAND FIRE FIGHTING BOOT Size: FULL RANGE (MEN) Manufacturer: WHITES	Each	$430.00
42	Item Description: FIRE GEAR BAG Manufacturer: TRUE NORTH	Each	$250.00

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Line Item	Description	Unit of Measure	Unit Cost
43	Item Description: FIRE GEAR BAG Manufacturer: GEAR 911	Each	$62.00
44	Item Description: DUAL RADIO HARNESS CHEST GEN 2 Manufacturer: TRUE NORTH	Each	$66.00
45	Item Description: HOT SHIELD WILDLAND FIREFIGHTER FACE MASK (N-95) Manufacturer: HOT SHIELD USA	Each	$78.00
46	Item Description: COAXSHER FS-1 MOJAVE PACK Manufacturer: COAXSHER	Each	$280.00
47	Item Description: MYSTERY RANCH HOT SPEED PACK-IA-NFPA / CALFIRE SPEC Manufacturer: MYSTERY RANCH	Each	$260.00
48	Item Description: MYSTERY RANCH HOTSHOT TL PACK Manufacturer: MYSTERY RANCH	Each	$345.00
49	Item Description: PELICAN 2750 HEADLAMP Manufacturer: PELICAN	Each	$35.00

B. **Aggregate Contract amount not to exceed: $150,000.00**

3. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

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5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. MA-012-25011371

f. Requisition TBD

g. Agency/Department's Account Number

h. Date of order

i. Product/Service description, quantity, and prices

j. Sales tax, if applicable

k. Freight/Delivery Charges, if applicable

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l. Total

Invoices and support documentation are to be forwarded to:

OC Community Resources

Attn: Accounts Payable

601 N. Ross Street

Santa Ana, CA. 92701

Email: einvoice@occr.ocgov.com

9. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Agenda Item

Orange City Council

Item #: 3.12. 7/14/2026 **File #:** 26-0405

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

Authorize purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons

2. SUMMARY

Purchase of personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons through Sourcewell Cooperative Purchasing Agreements 020124 LNC and 010424 LNC for Fiscal Year 2026-2027.

3. RECOMMENDED ACTION

Approve the purchase of Fire Department personal protective equipment, specialized safety equipment and supplies, and department uniforms from LN Curtis & Sons in an amount not to exceed $157,000.

4. FISCAL IMPACT

The expense for this purchase is $157,000 and will be funded through General Fund(100) and EMT Transport (225), respectively:

100-3121-54101	Noncapitalize Equipment	$102,000
100-3121-53101	Operating Materials and Supplies	$ 32,000
225-3216-53102	Uniforms and Clothing	$ 15,000
100-3011-53102	Uniforms and Clothing	$ 8,000
		$157,000

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Fire Department safety gear, specialized equipment, and uniforms are selected based on operational needs, regulatory requirements, and national safety standards. All equipment must meet established safety, performance, and life expectancy criteria to ensure the highest level of protection for personnel operating in hazardous environments. Uniforms also play a critical role in clearly identifying public safety personnel during emergencies and major incidents, ensuring staff are readily recognized as a source of assistance. To maintain compliance with departmental specifications and required safety standards, the use of authorized direct distribution vendors is essential.

The Fire Department procures safety gear, uniforms, and specialized equipment from three primary vendors-Allstar Fire Equipment, LN Curtis & Sons (LN Curtis), and LineGear, Inc.-based on each vendor's product availability, manufacturing capabilities, distribution channels, and technical expertise. These vendors are recognized leaders in the fire service supply industry and, in many cases, are the only authorized distributors for the equipment used by the Orange City Fire Department. Each vendor offers competitive pricing through cooperative purchasing agreements, ensuring efficient and cost effective procurement.

LN Curtis provides the department with current, approved specifications for firefighting gloves, flash hoods, wildland brush jackets, hose, and rope rescue equipment. They also supply the department's specialized USAR related equipment, including heavy rescue tools, extrication tools, stabilization equipment, rope rescue systems, personal protective equipment (PPE), self contained breathing apparatus, technical rescue tools, and other critical emergency response products. In addition, LN Curtis has developed a customized online portal for Fire Prevention uniform orders, streamlining ordering workflows, approvals, and billing processes. Through Sourcewell Cooperative Purchasing Agreements 020124 LNC and 010424 LNC, LN Curtis offers a wide range of products and brands, ensuring the City benefits from consistent and competitive pricing.

The Fire Department recommends that the City Council approve a blanket purchase order in an amount not to exceed $157,000 with LN Curtis for PPE, specialized safety equipment and supplies, and department uniforms.

7. ATTACHMENTS

- 2024 Sourcewell Cooperative Purchasing Agreement number 020124-LNC
- 2024 Sourcewell Cooperative Purchasing Agreement number 010424-LNC

Agenda Item

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Sourcewell

Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L.N. Curtis & Sons, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	L.N. Curtis & Sons
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Angela Mackey 0481CBBDFB8F456...
By: _____	By: _____
Jeremy Schwartz	Angela Mackey
Title: Chief Procurement Officer	Title: Director of Customer Service Fire/Rescue
Date: 4/22/2024 | 1:21 PM CDT	Date: 4/22/2024 | 12:51 PM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state:	Curtis
Address:	185 Lennon Lane Suite 110 Walnut Creek, CA 94598
Contact:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Phone:	510-499-4112
HST#:	

Submission Details

Created On:	Wednesday January 03, 2024 09:05:40
Submitted On:	Thursday January 04, 2024 16:27:31
Submitted By:	Angela Mackey
Email:	amackey@lncurtis.com
Transaction #:	14b197b7-3225-4ab6-96d0-1d95a169b5fd
Submitter's IP Address:	73.11.118.189

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	L.N. Curtis & sons (Curtis)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Curtis / L.N. Curtis / LNCurtis	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5E720	*
5	Proposer Physical Address:	185 Lennon Lane, Suite 110 Walnut Creek, CA 94598	*
6	Proposer website address (or addresses):	https://lncurtis.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Curtis, Vice President 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 JCurtis@LNCurtis.com | 510-268-3325	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Our values have remained as our foundation through 95 years of successfully supporting emergency responders: Quality, Service, Integrity and Caring. Curtis is a company whose principal product is service; whose principal resource is people; and, whose principal purpose is to be a distinguished leader in the field of supplying firefighting, search & rescue, safety, HAZMAT and emergency products/services. The company and its employees are proud to be associated with America's emergency responders; our country's bravest and best. Since 1929, Curtis has been delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies located worldwide.
11	What are your company's expectations in the event of an award?	In the event of an award, Curtis will maintain the highest level of customer service for Sourcewell's members by delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies locate worldwide. Curtis will maintain the existing high level of customer service as a premier provider for equipment to first responders. This will be done by fulfilling customer requirements, accurately, timely and with significant value. Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership. Curtis expects to make a fair profit and will maintain the existing high level of customer service we've been providing to Sourcewell member agencies under current contract 032620 since 2020.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attached document "Curtis Financial Statements 12312023"
13	What is your US market share for the solutions that you are proposing?	For our primary market which is the Western 13 states, we have anywhere from a 30% market share to a 60% market share, depending on the segment or product category.
14	What is your Canadian market share for the solutions that you are proposing?	Curtis does not sell into the Canadian market at this time.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Curtis has a Service Provider business unit that specializes in PPE Care & Maintenance. A five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards. Please note that written authorization from our manufacturers is available on request.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with 12 facilities spread throughout Washington, Oregon, Colorado, Utah, Arizona, Idaho, Nevada, and California.
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Curtis has received multiple dealer recognition awards from industry manufacturers for high achievement, including from Globe, MSA, Workrite, Hurst, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years	Government/Municipal = 99+%	*
22	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional, and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately four-million dollars per year.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of four-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Clara Fire Department California	Nicole Gresham Management Analyst	408-615-4944	*
Matsu Borough Fire Department Alaska	Jake Boothby	907-745-4801	*
Fountain Hills Fire Department Arizona	Fire Chief Dave Ott	480-837-9820	*
Santa Fe Springs Fire Department California	Asst. Fire Chief Michael Kozicki	562-944-9713 ex. 3811	

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a worldwide DoD customer base	Range from a few hundred dollars to a millions of dollars	Averaging approximately twenty-million dollars per years, 2020 - 2023	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately four-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	Averages around $50,000+	Average yearly sales volume totals approximately $2M+	*
Clark County Fire Department	Government	Nevada - NV	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE, firefighting tools, heavy rescue, and water flow equipment.	Averages around $95,000+	Average yearly sales volume totals approximately $3M+	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment.	Averages around $50,000+	Average yearly sales volume totals approximately $2.5M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

27	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center - Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 Curtis Intermountain Operations Center - Fulfillment Center 1635 Gramercy Road Salt Lake City, Utah 84101 Curtis Northwest Operations Center 6507 S. 208th Street Kent, Washington 98032 Curtis Pacific North Operations Center 6723 Sierra Court, Suite C Dublin, CA 94568 Curtis Pacific South Operations Center 15523 Carmenita Road Santa Fe Springs, CA 90670 Curtis Southwest Operations Center 4647 South 33rd Street Phoenix, AZ 85040 Curtis PPE Care & Maintenance (Main Facility) 517 West Sunset Road Henderson, NV 89011 Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. The sales force is directly supported by 40+ customer service reps and specialists on a daily basis. See attached document "Curtis-Sales-Territories-Map"
28	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.
29	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: • Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer. • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance. • Personal Protective Equipment and Ensemble Care & Maintenance—A five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards. • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education. • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back-orders status are provided to the customer on a regular basis until the order is filled. ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order. PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curtis has successfully provided products and services to Sourcewell member agencies under current contract 032620 since 2020. With the sales force detailed in #27 and the service force detailed in #29, Curtis is willing and able to support all Sourcewell users, while maintaining the contract requirements.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curtis does not sell into the Canadian market at this time.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #34, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments to customers located in the continental 48 states, as well as Alaska and Hawaii: FOB: Origin, freight added, or as otherwise required by the customer. List Price less the Brand Discount plus an (estimated) Freight Charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with the greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after the contract award, our marketing department will announce the award on our website and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, manpower, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis's sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis cross-digital program abilities include: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters o Keyword Campaigns o Metadata o Rich Content o Backlinking Curtis has a substantial marketing and merchandising team that focuses on maintaining and improving the Curtis online footprint.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis's personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions) ; procedures for quotes, order entry and post-sales support; and any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expects to "hit the ground" prepared, running, and successful.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis websites offers customers a secure, fast and easy to use online experience featuring a robust product catalog, advantaged search features and product details and specifications to make informed shopping decisions. Curtis also offers Agency online accounts for departments, businesses and special agreements which offer enhanced features of these custom web portals include: • Tax Exempt ordering with appropriate qualifications and approvals • Net 30 Terms with credit approval from LN Curtis & sons • Customer Specific Pricing • Customer Specific product catalog (exclusive to individual or group of customers) • Online Quoting • Quartermaster Ordering – Ability to have order approval processes • User based access – Ability to control who can order, see invoices or create shopping lists • Quick Re-Order at the order and product level • Custom designed shopping lists to make shopping easier by department or team For more details: https://lncurtis.com/agency-accounts/ Curtis+ Program allows customers to maintain a single source allotment or allowance program with Curtis. Manage, track and control allowance-based purchases. For more details: https://lncurtis.com/curtis-plus/

Table 8: Value-Added Attributes

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis will provide product familiarization whenever appropriate and can coordinate training from factory certified personnel where appropriate. Curtis has a robust technical service team to support Breathing Air Compressors, SCBA, & Hurst extrication tools. Curtis also operates 6 PPE Care facilities to help customers clean, repair and maintain their turnout gear. Curtis' CurtisCARE Program offers members significant opportunities to receive presales and post-delivery education and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer education in equipment use; inspection, repair, maintenance; and safety during deployment at no cost to the member. A sampling of available value-added education, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education, maintenance, repair, and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, fit-testing, and maintenance services. • Complete gas detection product education, and maintenance services • Complete rescue tool product education, and maintenance services • Complete breathing air compressor product education, and maintenance services • Complete Firefighting towers and buildings, and Firefighting training-prop product education, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education specialists, rescue tool education specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education involves our outside sales representatives. These professionals provide product education, seminars, and hands-on demonstrations. Additionally, Curtis' suppliers are a valuable and valued asset for product and service education programs.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Curtis provides the ability through our state of the art website for agencies to create accounts and receive their co-op pricing online. Allowing the customer to buy on the Sourcewell contract through the medium that works best for them.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Curtis understands the importance of continually improving its sustainability and - proactively over the last 10 years - worked to transition what were paper heavy process into paper-less process. Our fulfillment center works to consolidate shipments whenever possible to reduce our burden on the transportation and oil dependence while each of our locations participates in their local recycling programs. Whenever possible and reasonable, we have updated facilities to more energy efficient lighting, water heaters and HVAC equipment. Most recently, Curtis has begun experimenting with Electric Vehicles to see how we can move forward with properly servicing our customers, but also improving our sustainability.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We look to work closely with manufacturers that have sustainability programs and initiatives.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	"As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type. "

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Curtis is focused on being a long term partner with customers. We look to provide value and solutions to members through our full service offering: Support with the initial discovery, and review of products. Procurement of selected items. Maintenance and repair to support the product for its lifespan. Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Kent, WA, Salt Lake City, UT, Walnut Creek, CA, Santa Fe Springs (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide. A great source of corporate pride and import, Curtis achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced a significant increase in customer acceptance of this "piggyback" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance with solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: o Firefighter Protective Clothing o Station-Wear o Helmets & Related Accessories o Related Equipment o PPE Cleaning Equipment & Product o PPE-related Services

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 47 - Curtis Terms & Conditions of Sales"
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.
52	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special-order products and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified in the RA. 4. When shipping to a Curtis location, carefully pack the product to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for products that arrive at our facility in undamaged new and unused condition. Curtis reserves the right to reject all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in conditions other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.
53	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Guided by the operating principle of striving to be THE BEST, we have two primary responsibilities: 1. Ensure that every need of every customer is met…every time, on time 2. Respond quickly to customer issues and resolve them efficiently and to the customer's complete satisfaction Curtis is committed to providing our customers with the required service and product familiarization needed to safely and effectively employ the products and equipment we supply. A sampling of available value-added product familiarization, available through our Curtis Care program, includes: • Personal Protective Equipment (PPE) product education and familiarization maintenance, repair and cleaning services • Self-Contained Breathing Apparatus (SCBA) product education, familiarization, fit-testing, and maintenance services • Gas detection product education, familiarization, and maintenance services • Rescue tool product education, familiarization, and maintenance services • Breathing air compressor product education, familiarization and maintenance services • Firefighting training towers and buildings, and Firefighting training prop product education, familiarization, and maintenance service Curtis stands behind our products and will make things right.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Curtis offers terms for municipal and government agencies and accepts MasterCard, Visa and American Express for all end users. Non-agency customers can apply for terms and varying credit limit based on financial credit application. Payment terms are net 30 days from invoice date with no discounts or retention of any kind or sort allowed. Interest will accrue on invoices unpaid after the net due date at the annual rate of 12% or the maximum legal contract interest rate, whichever is less.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Agencies can request a lease-to-own option with flexible terms and payment schedule.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). See attached "Sourcewell RFP 010424 Sample"
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Curtis accepts P-Card payments with no processing fees.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 60 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All deliveries are F.O.B. the Curtis' facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All deliveries are F.O.B. the Curtis' facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*

67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support. Logistics Solutions Curtis offers complete transportation and logistics management services. By contracting and managing a network of national, regional, and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we can provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Customer Service Managers within the Curtis organization review daily sales orders to ensure proper contract pricing is provided to end users. Curtis administration will provide a contract sales activity report to the Sourcewell representative assigned to this contract no later than 45 days after the end of each calendar quarter. The report will contain all of the fields described in the contract template.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell. Curtis has seen a regular increase in annual sales throughout the duration of the current Sourcewell PPE & FFE contracts.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay a 1% (or less) administrative fee to Sourcewell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	"As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product" training in use, care, maintenance and repair, and safety.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified. Additionally, CurtisCare PPE provides NFPA 1851-compliant PPE inspection, repair and cleaning services. CurtisCare PPE is included in this Curtis proposal.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and subcategories: 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) • Firefighter Protective Clothing (structural and proximity [aircraft]) o Turnout Jackets o Turnout Pants o Firefighting Boots o Firefighting Gloves o Firefighting Hoods • Wildland Fire Fighting Protective Gear o Wildland Jackets o Wildland Pants o Wildland Boots o Wildland Gloves o Wildland Hoods • Technical Rescue Protective Gear o Tech Rescue Jackets o Tech Rescue Pants o Tech Rescue Boots o Tech Rescue Gloves • Station-Wear o Blouses (shirts) o Jackets o Pants o Footwear o Replacements parts and accessories • Miscellaneous PPE-related equipment o Belts o Packs o Base Layers o Eye Protection o Face Protection o HazMat o Storage, Cleaning, Care & Maintenance o Other 2. PPE-RELATED SERVICES • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	(•) Yes ( ) No	Such as: o Turnout Jackets & Pants o Firefighting Boots o Firefighting Gloves o Wildland Jackets & Pants o Wildland Boots o Wildland Gloves o Wildland Helmets o Wildland Hoods o Tech Rescue Jackets & Pants o Tech Rescue Boots o Tech Rescue Gloves o Tech Rescue Helmets
77	Helmets and related accessories	(•) Yes ( ) No	Such as: o Firefighting Helmets o Firefighting Hoods
78	Other related equipment and accessories	(•) Yes ( ) No	Such as: o Belts o Packs o Base Layers o Eye Protection o Face Protection o HazMat o Storage, Cleaning, Care & Maintenance
79	Firefighting apparel and station-wear	(•) Yes ( ) No	Such as: o Station-shirt / Blouses o Jackets o Pants o Footwear o Hats o Workout Gear o Tee Shirts o Replacements parts and accessories
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	(•) Yes ( ) No	Such as: o Extractors o Dryers / Drying Cabinets o Racks & Accessories
81	Cleaning and decontamination service and maintenance	(•) Yes ( ) No	
82	Firefighting PPE cleaning supplies	(•) Yes ( ) No	
83	Cleaning equipment for other firefighting equipment and tools	(•) Yes ( ) No	
84	Services Related to the equipment described above	(•) Yes ( ) No	• Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - SourceWell RFP 010424 Firefighting PPE Product Catalog CURTIS _FINAL.xlsx - Thursday January 04, 2024 16:26:32
- Financial Strength and Stability - Curtis Financial Statements 12312023.pdf - Wednesday January 03, 2024 16:08:24
- Marketing Plan/Samples - Curtis Brochure.pdf - Thursday January 04, 2024 15:57:48
- WMBE/MBE/SBE or Related Certificates - ECMS Service Guarantee 2021.pdf - Thursday January 04, 2024 15:58:41
- Warranty Information - Item 47 - Curtis Terms & Conditions of Sales.pdf - Thursday January 04, 2024 14:51:49
- Standard Transaction Document Samples - Sourcewell RFP 010424 Sample.pdf - Thursday January 04, 2024 16:12:24
- Requested Exceptions (optional)
- Upload Additional Document - Curtis-Sales-Territories-Map.pdf - Thursday January 04, 2024 13:25:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Angela Mackey, Director of Customer Service, Fire/Rescue, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

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Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L.N. Curtis & Sons, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	L.N. Curtis & Sons
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Angela Mackey 0481CBBDFB8F456...
By: _____	By: _____
Jeremy Schwartz	Angela Mackey
Title: Chief Procurement Officer	Title: Director of Customer Service Fire/Rescue
Date: 4/22/2024 | 1:23 PM CDT	Date: 4/22/2024 | 12:49 PM CDT

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state:	Curtis
Address:	185 Lennon Lane Suite 110 Walnut Creek, CA 94598
Contact:	Angela Mackey
Email:	amackey@lncurtis.com
Phone:	206-305-4057
HST#:	

Submission Details

Created On:	Friday January 19, 2024 13:59:16
Submitted On:	Thursday February 01, 2024 15:49:43
Submitted By:	Angela Mackey
Email:	amackey@lncurtis.com
Transaction #:	0ab15004-0642-4ec6-bf4d-518a7fa20c4f
Submitter's IP Address:	73.11.118.189

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	L.N. Curtis & sons (Curtis)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Curtis / L.N. Curtis / LNCurtis	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5E720	*
5	Proposer Physical Address:	185 Lennon Lane, Suite 110 Walnut Creek, CA 94598	*
6	Proposer website address (or addresses):	https://lncurtis.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Curtis, Vice President 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 JCurtis@LNCurtis.com | 510-268-3325	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Our values have remained as our foundation through 95 years of successfully supporting emergency responders: Quality, Service, Integrity and Caring. Curtis is a company whose principal product is service; whose principal resource is people; and, whose principal purpose is to be a distinguished leader in the field of supplying firefighting, search & rescue, safety, HAZMAT and emergency products/services. The company and its employees are proud to be associated with America's emergency responders; our country's bravest and best. Since 1929, Curtis has been delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies located worldwide.	*

11	What are your company's expectations in the event of an award?	In the event of an award, Curtis will maintain the highest level of customer service for Sourcewell's members by delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies locate worldwide. Curtis will maintain the existing high level of customer service as a premier provider for equipment to first responders. This will be done by fulfilling customer requirements, accurately, timely and with significant value. Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership. Curtis expects to make a fair profit and will maintain the existing high level of customer service we've been providing to Sourcewell member agencies under current contract 032620 since 2020.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attached document "Curtis Financial Statements 12312023"	*
13	What is your US market share for the solutions that you are proposing?	For our primary market which is the Western 13 states, we have anywhere from a 30% market share to a 60% market share, depending on the segment or product category.	*
14	What is your Canadian market share for the solutions that you are proposing?	Curtis does not sell into the Canadian market at this time. *	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection. *	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Curtis continues to be a premier provider of firefighting equipment to municipalities and government agencies after 90+ years. Please note that written authorization from our manufacturers is available on request.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with 12 facilities spread throughout Washington, Oregon, Colorado, Utah, Arizona, Idaho, Nevada, and California.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Curtis has received multiple dealer recognition awards from industry manufacturers for high achievement, including from Globe, MSA, Workrite, Hurst, and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government/Municipal = 99+%	*
21	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional, and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately four-million dollars per year.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of four-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Clara Fire Department California	Nicole Gresham Management Analyst	408-615-4944	*
Fountain Hills Fire Department Arizona	Fire Chief Dave Ott	480-837-9820	*
Matsu Borough Fire Department Alaska	Jake Boothby	907-745-4801	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a worldwide DoD customer base.	Range from a few hundred dollars to a millions of dollars	Averaging approximately twenty-million dollars per years, 2020 - 2023	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of firefighting equipment, tools, technical services, and related equipment and services for a worldwide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately four-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of firefighting equipment, tools technical services, and related equipment,	Averages around $50,000+	Average yearly sales volume totals approximately $2M+	*
The City of Los Angeles Fire Department	Government	California - CA	Provide a wide array of firefighting equipment, tools technical services, and related equipment,	Averages around $50,000+	Average yearly sales volume totals approximately $2.5M+	*
Clark County Fire Department	Government	Nevada - NV	Provide a wide array of firefighting equipment, tools technical services, and related equipment,	Averages around $95,000+	Average yearly sales volume totals approximately $3M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center - Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 Curtis Intermountain Operations Center - Fulfillment Center 1635 Gramercy Road Salt Lake City, Utah 84101 Curtis Northwest Operations Center 6507 S. 208th Street Kent, Washington 98032 Curtis Pacific North Operations Center 6723 Sierra Court, Suite C Dublin, CA 94568 Curtis Pacific South Operations Center 15523 Carmenita Road Santa Fe Springs, CA 90670 Curtis Southwest Operations Center 4647 South 33rd Street Phoenix, AZ 85040 Curtis PPE Care & Maintenance (Main Facility) 517 West Sunset Road Henderson, NV 89011 Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. The sales force is directly supported by 40+ customer service reps and specialists on a daily basis. See attached document "Curtis-Sales-Territories-Map	*
27	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
28	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: • Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer. • Marketing Specialists—provides educational information and familiarization on a wide array of Heavy Rescue Tools, Extrication and Stabilization industry topics; product families and industry-specific standards, specifications and requirements. Such as: HazMat, ladders, wildland, suppression, rope rescue, confined space, water rescue, personal protective equipment, self-contained breathing apparatus, respirators, thermal imaging, hydraulics and water flow, and gas detection. product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance. • Personal Protective Equipment and Ensemble Care & Maintenance—A six-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards. • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education. • CurtisCARE—Curtis provides our customers with education and on-boarding support, inspection, repair and maintenance services for Heavy Rescue Tools, Extrication and Stabilization equipment, and other related products.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back-orders status are provided to the customer on a regular basis until the order is filled. ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order. PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curtis has successfully provided products and services to Sourcewell member agencies under current contracts 032620 & 040220 since 2020. With the sales force detailed in #26 and the service force detailed in #28, Curtis is willing and able to support all Sourcewell users, while maintaining the contract requirements.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curtis does not sell into the Canadian market at this time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #33, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments to customers located in the continental 48 states, as well as Alaska and Hawaii: FOB: Origin, freight added, or as otherwise required by the customer. List Price less the Brand Discount plus an (estimated) Freight Charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with the greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after the contract award, our marketing department will announce the award on our website and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, manpower, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached "Curtis Brochure".	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis's sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis cross-digital program abilities include: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters o Keyword Campaigns o Metadata o Rich Content o Backlinking Curtis has a substantial marketing and merchandising team that focuses on maintaining and improving the Curtis online footprint.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis's personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions) ; procedures for quotes, order entry and post-sales support; and any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expects to "hit the ground" prepared, running, and successful.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis website offers customers a secure, fast and easy to use online experience featuring a robust product catalog, advantaged search features and product details and specifications to make informed shopping decisions. Curtis also offers Agency online accounts for departments, businesses and special agreements which offer enhanced features of these custom web portals to include: Tax Exempt ordering with appropriate qualifications and approvals Net 30 Terms with credit approval from LN Curtis & sons Customer Specific Pricing Customer Specific product catalog (exclusive to individual or group of customers) Online Quoting Quartermaster Ordering – Ability to have order approval processes User based access – Ability to control who can order, see invoices or create shopping lists Quick Re-Order at the order and product level Custom designed shopping lists to make shopping easier by department or team For more details: https://lncurtis.com/agency-accounts/ Curtis+ Program allows customers to maintain a single source allotment or allowance program with Curtis. Manage, track and control allowance-based purchases. For more details: https://lncurtis.com/curtis-plus/	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis will provide product familiarization whenever appropriate and can coordinate training from factory certified personnel where appropriate. Curtis has a robust technical service team to support Breathing Air Compressors, SCBA, & Hurst extrication tools. Curtis also operates 6 PPE Care facilities to help customers clean, repair and maintain their turnout and wildland gear. Curtis' CurtisCARE Program offers members significant opportunities to receive presales and post-delivery education and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer education in equipment use; inspection, repair, maintenance; and safety during deployment at no cost to the member. A sampling of available value-added education, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education, maintenance, repair, and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, fit-testing, and maintenance services. • Complete gas detection product education, and maintenance services • Complete rescue tool product education, and maintenance services • Complete breathing air compressor product education, and maintenance services • Complete Firefighting towers and buildings, and Firefighting training-prop product education, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education specialists, rescue tool education specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education involves our outside sales representatives. These professionals provide product education, seminars, and hands-on demonstrations. Additionally, Curtis' suppliers are a valuable and valued asset for product and service education programs.	*
41	Describe any technological advances that your proposed products or services offer.	Curtis provides the ability through our state of the art website for agencies to create accounts and receive their co-op pricing online. Allowing the customer to buy on the Sourcewell contract through the medium that works best for them.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Curtis understands the importance of continually improving its sustainability and - proactively over the last 10 years - worked to transition what were paper heavy process into paper-less process. Our fulfillment center works to consolidate shipments whenever possible to reduce our burden on the transportation and oil dependence while each of our locations participates in their local recycling programs. Whenever possible and reasonable, we have updated facilities to more energy efficient lighting, water heaters and HVAC equipment. Most recently, Curtis has begun experimenting with Electric Vehicles to see how we can move forward with properly servicing our customers, but also improving our sustainability.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We look to work closely with manufacturers that have sustainability programs and initiatives.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis’ goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis’ proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Curtis is focused on being a long term partner with customers. We look to provide value and solutions to members through our full service offering: Support with the initial discovery, and review of products. Procurement of selected items. Maintenance and repair to support the product for its lifespan. Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Kent, WA, Salt Lake City, UT, Walnut Creek, CA, Santa Fe Springs (Los Angeles), CA, and Phoenix, AZ. A consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide. A great source of corporate pride and import, Curtis achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced a significant increase in customer acceptance of this "piggyback" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance with solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: * Firefighting water flow equipment; * Fire pumps, skid units, and compressed air foam systems (CAFS); * Firefighting suppression; * Firefighting attack, ventilation, and rescue tools; * Thermal imaging and similar situational awareness equipment; * Extrication tools and equipment; * Technical, vertical, trench, and confined space rescue equipment; * Portable ladders; * Hazardous materials (HazMat) response equipment; * Wildland firefighting equipment and upfits for vehicles, ATV/UTVs; and, * Related tools and accessories complementary to the offering of 1.a.i – x.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Curtis Terms & Conditions"	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*

51	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special-order products and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified in the RA. 4. When shipping to a Curtis location, carefully pack the product to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for products that arrive at our facility in undamaged new and unused condition. Curtis reserves the right to reject all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in conditions other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
52	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Curtis offers Net 30 terms for municipal and government agencies and accepts MasterCard, Visa and American Express for all end users. Non-agency customers can apply for terms and varying credit limit based on financial credit application. Payment terms are net 30 days from invoice date with no discounts or retention of any kind or sort allowed. Interest will accrue on invoices unpaid after the net due date at the annual rate of 12% or the maximum legal contract interest rate, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Agencies can request a lease-to-own option with flexible terms and payment schedule.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). See attached "Sourcewell RFP 020124 Sample"	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Curtis accepts P-Card payments with no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, “SWE 020124 RFP Curtis Price Offering.” Curtis’ proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models or categories, by model or category. The pricing model is applicable to the brand’s entire published catalog.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis’ proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers’ Suggested (List) Price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support. Logistics Solutions Curtis offers complete transportation and logistics management services. By contracting and managing a network of national, regional, and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we can provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached "SWE 020124 RFP Curtis Price Offering."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Customer Service Managers within the Curtis organization review daily sales orders to ensure proper contract pricing is provided to end users. Curtis administration will provide a contract sales activity report to the Sourcewell representative assigned to this contract no later than 45 days after the end of each calendar quarter. The report will contain all of the fields described in the contract template.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell. Curtis has seen a regular increase in annual sales throughout the duration of the current Sourcewell PPE & FFE contracts.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services and full-time product specialists who are trained and certified by manufacturers to provide deployment support and, product familiarization in use, care, maintenance and repair, and safety.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and subcategories: * Firefighting water flow equipment; * Fire pumps, skid units, and compressed air foam systems (CAFS); * Firefighting suppression; * Firefighting attack, ventilation, and rescue tools; * Thermal imaging and similar situational awareness equipment; * Extrication tools and equipment; * Technical, vertical, trench, and confined space rescue equipment; * Portable ladders; * Hazardous materials (HazMat) response equipment; * Wildland firefighting equipment and upfits for vehicles, ATV/UTVs; and, * Related tools and accessories complementary to the offering of 1.a.i – x.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, vehicle extrication, technical rescue, vehicle and aircraft rescue, HazMat, and EMS	(•) Yes ( ) No	Such as: Water Flow, Heavy Rescue, Pumps, Suppression, Wildland, etc	*
72	Firefighting water flow equipment	(•) Yes ( ) No	Such as: Hose, Nozzles, Monitors, Foam, Hydrant Accessories, Pumps, Tanks, etc	*
73	Fire pumps, skid units, and compressed air foam systems (CAFS)	(•) Yes ( ) No	Such as: Dewatering Pumps, Fire Pump Testing, Portable Pumps, Skid Units, etc	*
74	Firefighting suppression	(•) Yes ( ) No	Such as: Foam Agents, Foam Attachments, Extinguishers, etc	
75	Firefighting attack, ventilation, and rescue tools	(•) Yes ( ) No	Such as: Rescue Tools, Hand Tools, Ventilation Fans, Saws, Cutters, etc	
76	Thermal imaging and similar situational awareness equipment	(•) Yes ( ) No	Such as: Thermal Imaging Cameras & Accessories, etc	
77	Extrication tools and equipment	(•) Yes ( ) No	Such as: Extrication Tools, Confined Space Rescue Equipment, Building Collapse & Shoring, etc	
78	Technical, vertical, trench, and confined space rescue equipment	(•) Yes ( ) No	Such as: Rescue Rope, Rapid Intervention Team Rescue, Urban Search & Rescue, Confined Space Rescue Equipment, Building Collapse & Shoring, etc	
79	Portable ladders	(•) Yes ( ) No	Such as: Aluminum, Fiberglass, Folding, Ladder Accessories, etc	
80	Hazardous materials (HazMat) response equipment	(•) Yes ( ) No	Such as: Boots, Decon, Suits, Test Kits, Gas Detection, etc	
81	Wildland firefighting equipment and upfits for vehicles, ATV/UTVs	(•) Yes ( ) No	Such as: Fire Shelters, Nozzles, Hand Tools, Ignition Devices, Instruments, Bags & Packs, Skid Units, etc	
82	Related tools and accessories complementary to the offering of 1.a.i – x	(•) Yes ( ) No	Such as: Firefighter Props, Hydration & Rehab Equipment, Area Lights, etc	*
83	Complementary services related to the equipment offered in 1. a. i – x. above, including training, testing, certifications, maintenance or repair, installation and warranty programs	(•) Yes ( ) No	Such as: Disaster Preparedness, Firefighting Education, etc	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - SWE 020124 RFP Curtis Price Offering.xlsx - Thursday February 01, 2024 15:00:34
- Financial Strength and Stability - Curtis Financial Statements 12312023.pdf - Wednesday January 31, 2024 21:44:59
- Marketing Plan/Samples - Curtis Brochure.pdf - Wednesday January 31, 2024 22:16:11
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Curtis Terms & Conditions.pdf - Wednesday January 31, 2024 22:26:31
- Standard Transaction Document Samples - Sourcewell RFP 020124 Sample.pdf - Thursday February 01, 2024 14:24:36
- Upload Additional Document - Curtis-Sales-Territories-Map.pdf - Wednesday January 31, 2024 22:11:50
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Angela Mackey, Director of Customer Service, Fire/Rescue, Curtis

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Firefighting_Equipment_RFP_020124 Fri January 19 2024 12:49 PM	☑	1

Agenda Item

Orange City Council

Item #: 3.13. 7/14/2026 **File #:** 26-0375

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk Services Director**

1. SUBJECT

Adoption of Resolution No. 11710 designating certain City officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Government Code Sections 53234 et seq. and 53238 et seq. (Senate Bill 827, 2025)

2. SUMMARY

State law requires certain local agency officials and employees complete ethics training and, beginning January 1, 2026, fiscal and financial training. The proposed resolution designates City positions subject to these requirements pursuant to Government Code Sections 53234 et seq. and 53238 et seq.

Adoption of the proposed resolution will ensure compliance with State law and support ethical governance, fiscal accountability, and responsible stewardship of public resources.

3. RECOMMENDED ACTION

Adopt Resolution No. 11710. A Resolution of the City Council of the City of Orange designating certain officials and employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Senate Bill 827 (2025).

4. FISCAL IMPACT

The fiscal impact associated with this action is expected to be minimal. The City will incur an annual subscription fee of approximately $1,000 for a training management platform used to provide approved required coursework, monitor compliance, and maintain and publish training records, in addition to employee time associated with completing the required training requirements.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

Background

California law requires certain local agency officials to complete periodic ethics training addressing conflicts of interest, use of public resources, transparency laws, and related topics. Senate Bill 827 (SB 827) expanded these requirements, effective January 1, 2026, to include department heads and

similar administrative officers and shortened the deadline for new officials to complete initial ethics training from one year to six months after commencing service.

SB 827 also added Government Code Sections 53238 through 53238.3, requiring specified local agency officials to complete at least two hours of fiscal and financial training every two years. The fiscal and financial training requirement applies to members of legislative bodies, elected officials, certain appointed officials involved in budgeting or financial administration, local agency executives and similar administrative officers, as well as employees designated by the governing body.

The statute authorizes local agency governing bodies to designate employees who must complete the required training.

Discussion

To ensure compliance with State law and promote sound governance, transparency, and stewardship of public resources, staff recommend that the City Council designate the officials and employees identified in the attached resolution as subject to the ethics training and fiscal and financial training requirements.

Training records will be maintained in accordance with Government Code requirements and made available for public inspection as required by law.

7. ATTACHMENTS

- Resolution No. 11710

Agenda Item

Orange City Council

Item #: 3.13. 7/14/2026 **File #:** 26-0375

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk Services Director**

1. SUBJECT

Adoption of Resolution No. 11710 designating certain City employees required to complete Ethics Training and Fiscal and Financial Training pursuant to Government Code Sections 53234 et seq. and 53238 et seq. (Senate Bill 827, 2025)

2. SUMMARY

State law requires certain local agency officials and employees complete ethics training and, beginning January 1, 2026, fiscal and financial training. The proposed resolution designates City positions subject to these requirements pursuant to Government Code Sections 53234 et seq. and 53238 et seq.

Adoption of the proposed resolution will ensure compliance with State law and support ethical governance, fiscal accountability, and responsible stewardship of public resources.

3. RECOMMENDED ACTION

Adopt Resolution No. 11710. A Resolution of the City Council of the City of Orange designating officials and employees required to complete ethics training and Fiscal and Financial Training pursuant to Senate Bill 827 (2025).

4. FISCAL IMPACT

The fiscal impact associated with this action is expected to be minimal. The City will incur an annual subscription fee of approximately $1,000 for a training management platform used to provide approved required coursework, monitor compliance, and maintain and publish training records, in addition to employee time associated with completing the required training requirements.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

Background

California law requires certain local agency officials to complete periodic ethics training addressing conflicts of interest, use of public resources, transparency laws, and related topics. Senate Bill 827 (SB 827) expanded these requirements, effective January 1, 2026, to include department heads and

similar administrative officers and shortened the deadline for new officials to complete initial ethics training from one year to six months after commencing service.

SB 827 also added Government Code Sections 53238 through 53238.3, requiring specified local agency officials to complete at least two hours of fiscal and financial training every two years. The fiscal and financial training requirement applies to members of legislative bodies, elected officials, certain appointed officials involved in budgeting or financial administration, local agency executives and similar administrative officers, as well as employees designated by the governing body.

The statute authorizes local agency governing bodies to designate employees who must complete the required training.

Discussion

To ensure compliance with State law and promote sound governance, transparency, and stewardship of public resources, staff recommend that the City Council designate the officials and employees identified in the attached resolution as subject to the ethics training and fiscal and financial training requirements.

Training records will be maintained in accordance with Government Code requirements and made available for public inspection as required by law.

7. ATTACHMENTS

- Resolution No. 11710

RESOLUTION NO. 11710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE DESIGNATING OFFICIALS AND EMPLOYEES REQUIRED TO COMPLETE ETHICS TRAINING AND FISCAL AND FINANCIAL TRAINING PURSUANT TO SENATE BILL 827 (2025)

WHEREAS, California Government Code Sections 53234 through 53235.2 require specified local agency officials to complete ethics training addressing general ethics principles and ethics laws applicable to public service; and

WHEREAS, Senate Bill ("SB") 827 (2025) effective January 1, 2026, expanded the definition of "local agency official" subject to ethics training requirements to include department heads or similar administrative officers of local agencies and employees designated by the local agency; and

WHEREAS, SB 827 further added Government Code Sections 53238 through 53238.6 establishing fiscal and financial training requirements for specified elected officials; appointed officials who make decisions or recommendations regarding financial administration, budgeting, or the use of public resources; local agency executives; and employees designated by the local agency; and

WHEREAS, Government Code Section 53235 authorizes the legislative body of a local agency to designate employees who shall be required to receive ethics training; and

WHEREAS, Government Code Section 53238.2 authorizes the legislative body of a local agency to designate employees who are required to complete fiscal and financial training; and

WHEREAS, the City Council finds that ensuring public officials and key employees receive ethics and fiscal stewardship training promotes transparency, accountability, sound financial management, and public confidence in municipal government.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

SECTION 1. ETHICS TRAINING DESIGNATION.

The following positions are designated as employees required to complete ethics training in accordance with Government Code Sections 53234 et seq.:

1) All Department Directors and Assistant Department Directors, including any equivalent administrative officers
2) Assistant City Manager
3) Deputy City Manager
4) Senior Assistant City Attorney

5) Deputy City Clerk
6) Fire Chief
7) Fire Battalion Chief
8) Police Chief
9) Police Captain
10) Police Administrative Analyst I & II
11) Police Records Clerk
12) Police Records Shift Supervisor
13) IT Manager
14) City Engineer
15) Deputy Public Works Director
16) Senior Executive Assistant to the City Council and City Manager
17) Executive Assistant
18) Records Coordinator
19) Records Manager
20) Administrative Manager
21) Budget Manager
22) Finance Supervisor
23) Any successor classifications performing substantially similar functions to those listed above

SECTION 2. FISCAL AND FINANCIAL TRAINING DESIGNATION.

The following employees are designated as employees required to complete fiscal and financial training pursuant to Government Code Sections 53238 et seq.:

1) All Department Directors and Assistant Department Directors, including any equivalent administrative officers
2) Assistant City Manager
3) Deputy City Manager
4) Senior Assistant City Attorney
5) Deputy City Clerk
6) Fire Chief
7) Fire Battalion Chief
8) Police Chief
9) Police Captain
10) IT Manager
11) Deputy Public Works Director
12) Senior Executive Assistant to the City Council and City Manager
13) Executive Assistant
14) Administrative Manager
15) Budget Manager
16) Accounting Manager
17) Controller
18) Finance Supervisor
19) Senior Buyer
20) Purchasing Officer

21) Employees authorized to approve contracts, purchase orders, or expenditures exceeding limits established by the City's purchasing ordinance
22) Employees serving as project managers for capital improvement projects exceeding $100,000
23) Department Budget Coordinators assigned to manage the department's financial resources
24) Any successor classification or position that performs substantially similar duties involving budget preparation, fiscal oversight, financial management, procurement, expenditure authorization, or recommendations regarding the use of public funds

SECTION 3. TRAINING COMPLIANCE.

A. Covered officials and employees shall complete all required ethics and fiscal and financial training within the time periods prescribed by state law.

B. Newly hired, appointed, or elected individuals subject to training requirements shall complete the required training within six (6) months of assuming their position, as required by law.

C. Thereafter, covered individuals shall complete training at least once every two years or as otherwise required by state law.

SECTION 4. RECORD RETENTION.

The City shall maintain records of completed training as required by state law.

SECTION 5. ADMINISTRATIVE AUTHORITY.

The City Manager is authorized to identify additional positions that perform substantially similar duties to those listed herein and to require training consistent with state law, subject to reporting such designations to the City Council.

SECTION 6. SEVERABILITY.

If any provision of this Resolution is held invalid, the remaining provisions shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

ADOPTED this 14th day of July 2026.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.14. 7/14/2026 **File #:** 26-0207

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5

2. SUMMARY

Per the California Code of Regulations, Title 2, Section 570.5, the City must abide by the California Government Code when establishing and reporting compensation for its employees. The pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title of every employee position, shows the pay rate for each position, indicates the time base for each pay rate, is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website, indicates an effective date and date of any revisions, is retained by the employer and available for public inspection for a period not less than five years, and does not reference another document in lieu of disclosing the pay rate. The last amendment to the Citywide Pay Schedule was effective December 9, 2025, via Resolution No. 11651.

3. RECOMMENDED ACTION

Adopt Resolution No. 11711. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11651 and amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

The City Council previously approved various Resolutions that address classification, compensation, and terms of employment with various bargaining groups. These include:

- Resolution No. 11663 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 - Water with salary adjustments effective June 29, 2025

and June 28, 2026;

- Resolution No. 11664 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 - Maintenance & Crafts with salary adjustments effective June 29, 2025 and June 28, 2026;
- Resolution No. 11700 between the City of Orange and the Orange Municipal Employees' Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11675 between the City of Orange and the Orange Management Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11680 between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO with a salary adjustment effective June 28, 2026;
- Resolution No. 11681 between the City of Orange and the Orange City Fire Management Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11682 between the City of Orange and the City of Orange Police Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11683 between the City of Orange and the City of Orange Police Management Association with a salary adjustment effective June 28, 2026.

All salary adjustments included in the Resolutions above have been incorporated into the attached Citywide Pay Schedule.

7. ATTACHMENTS

- Resolution No. 11711

Agenda Item

Orange City Council

Item #: 3.14. 7/14/2026 **File #:** 26-0207

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5

2. SUMMARY

Per the California Code of Regulations, Title 2, Section 570.5, the City must abide by the California Government Code when establishing and reporting compensation for its employees. The pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title of every employee position, shows the pay rate for each position, indicates the time base for each pay rate, is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website, indicates an effective date and date of any revisions, is retained by the employer and available for public inspection for a period not less than five years, and does not reference another document in lieu of disclosing the pay rate. The last amendment to the Citywide Pay Schedule was effective December 9, 2025, via Resolution No. 11651.

3. RECOMMENDED ACTION

Adopt Resolution No. 11711. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11651 and amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

The City Council previously approved various Resolutions that address classification, compensation, and terms of employment with various bargaining groups. These include:

- Resolution No. 11663 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 - Water with salary adjustments effective June 29, 2025

and June 28, 2026;

- Resolution No. 11664 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 - Maintenance & Crafts with salary adjustments effective June 29, 2025 and June 28, 2026;
- Resolution No. 11700 between the City of Orange and the Orange Municipal Employees' Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11675 between the City of Orange and the Orange Management Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11680 between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO with a salary adjustment effective June 28, 2026;
- Resolution No. 11681 between the City of Orange and the Orange City Fire Management Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11682 between the City of Orange and the City of Orange Police Association with a salary adjustment effective June 28, 2026;
- Resolution No. 11683 between the City of Orange and the City of Orange Police Management Association with a salary adjustment effective June 28, 2026.

All salary adjustments included in the Resolutions above have been incorporated into the attached Citywide Pay Schedule.

7. ATTACHMENTS

- Resolution No. 11711

RESOLUTION NO. 11711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11651 AND AMENDING THE CITYWIDE PAY SCHEDULE IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Orange, ("City"), contracts with the California Public Employees' Retirement System to provide retirement benefits for its employees; and

WHEREAS, per California Code of Regulations, Title 2, Section 570.5 ("Regulation 570.5"), the amount of "compensation earnable" pursuant to the Government Code is limited to the payrate listed on a pay schedule that meets certain requirements; and

WHEREAS, the attached Citywide Pay Schedule meets the following requirements of Regulation 570.5: (1) is duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; (2) identifies the position title of every employee; (3) shows the pay rate for each position; (4) indicates the time base for each pay rate; (5) is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website; (6) indicates an effective date and date of any revisions; (7) is retained by the employer and available for public inspection for a period not less than five years; and (8) does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, on April 28, 2026, the City Council approved Resolution No. 11663 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 – Water with salary adjustments effective June 29, 2025 and June 28, 2026; and

WHEREAS, on April 28, 2026, the City Council approved Resolution No. 11664 between the City of Orange and the International Brotherhood of Electrical Workers (IBEW) Local 47 – Maintenance & Crafts with salary adjustments effective June 29, 2025 and June 28, 2026; and

WHEREAS, on April 28, 2026, the City Council approved Resolution No. 11700 between the City of Orange and the Orange Municipal Employees' Association with a salary adjustment effective June 28, 2026; and

WHEREAS, on April 28, 2026, the City Council approved Resolution No. 11675 between the City of Orange and the Orange Management Association with a salary adjustment effective June 28, 2026; and

WHEREAS, on May 12, 2026, the City Council approved Resolution No. 11680 between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO with a salary adjustment effective June 28, 2026; and

WHEREAS, on May 12, 2026, the City Council approved Resolution No. 11681 between the City of Orange and the Orange City Fire Management Association with a salary adjustment effective June 28, 2026; and

WHEREAS, on May 12, 2026, the City Council approved Resolution No. 11682 between the City of Orange and the City of Orange Police Association with a salary adjustment effective June 28, 2026; and

WHEREAS, on May 12, 2026, the City Council approved Resolution No. 11683 between the City of Orange and the City of Orange Police Management Association with a salary adjustment effective June 28, 2026; and

WHEREAS, implementation of the City's new Enterprise Resource Planning (ERP) system has resulted in minor rounding differences in designated annual salary rates due to system calculation and decimal precision methodologies, and these adjustments are administrative in nature, do not constitute changes to approved compensation, and are intended solely to ensure consistency between the payroll system and the salary schedule adopted pursuant to California Code of Regulations, Title 2, Section 570.5;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that Resolution No. 11651 is here by rescinded and the attached revised Citywide Pay Schedule is approved and incorporated.

ADOPTED this 14th day of July 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of July 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment: Attachment A - Citywide Pay Schedule – June 28, 2026

Attachment A

City of Orange

Citywide Pay Schedule Effective June 28, 2026

Approved by City Council on July 14, 2026

Classification Title	Group	Effective	Salary Type	A/1	B/2	C/3	D/4	E/5	F/6	G/7	H/8
ACCOUNTANT	OMEA	6/28/2026	Annual	78,350	82,355	86,545	90,957	95,605	100,474		
ACCOUNTING MANAGER	SM	6/29/2025	Monthly	9,214	9,686	10,178	10,697	11,244	11,816		
ADMIN SERVICES DIRECTOR	EM	6/29/2025	Monthly	15,635	16,434	17,269	18,152	19,077	20,050		
ADMINISTRATIVE ANALYST I	SM	6/29/2025	Monthly	6,183	6,498	6,830	7,178	7,544	7,929		
ADMINISTRATIVE ANALYST II	SM	6/29/2025	Monthly	6,831	7,181	7,545	7,931	8,336	8,760		
ADMINISTRATIVE ASSISTANT	OMEA	6/28/2026	Annual	60,453	63,543	66,781	70,180	73,764	77,522		
ADMINISTRATIVE MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
ADMINISTRATIVE SPECIALIST	OMEA	6/28/2026	Annual	59,847	62,900	66,114	69,488	73,023	76,756		
AMBULANCE OPERATOR	PT & LD	12/28/2025	Monthly	2,940	3,091	3,248					
ASSISTANT CITY ATTORNEY I	SM	6/29/2025	Monthly	11,590	12,183	12,802	13,456	14,143	14,864		
ASSISTANT CITY ATTORNEY II	SM	6/29/2025	Monthly	12,183	12,806	13,457	14,145	14,866	15,624		
ASSISTANT CITY MANAGER	EM	6/29/2025	Monthly	16,353	17,189	18,063	18,986	19,954	20,971		
ASSISTANT ENGINEER	OMEA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
ASSISTANT FIELD SVCS MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
ASSISTANT FINANCE DIRECTOR	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
ASSISTANT PLANNER	OMEA	6/28/2026	Annual	73,431	77,176	81,119	85,247	89,598	94,171		
ASSISTANT POOL MANAGER	PT & LD	12/28/2025	Hourly	22.77	23.93	25.15					
ASSISTANT TO THE CITY MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
ASSISTANT WATER MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
ASSOCIATE CIVIL ENGINEER	OMEA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
ASSOCIATE ENGINEER	OMEA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
ASSOCIATE PLANNER	OMEA	6/28/2026	Annual	87,435	91,909	96,581	101,513	106,692	112,118		
ASST COMMUNITY DEVELOPMENT DIR	SM	6/29/2025	Monthly	12,062	12,679	13,324	14,004	14,718	15,469		
ASST COMMUNITY SERVICES DIR	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
ASST HUMAN RESOURCES DIRECTOR	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
ASST LIBRARY SVCS DIRECTOR	SM	6/29/2025	Monthly	9,214	9,686	10,178	10,697	11,244	11,816		
ASST PUBLIC WORKS DIRECTOR	SM	6/29/2025	Monthly	12,806	13,461	14,145	14,868	15,626	16,423		
ASST REC SERVICES COORDINATOR	PT & LD	12/28/2025	Hourly	26.05	27.38	28.78					
BUDGET MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
BUDGET OFFICER	SM	6/29/2025	Monthly	8,340	8,766	9,211	9,682	10,176	10,694		
BUILDING AND SAFETY MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
BUILDING INSPECTION SUPERVISOR	OMA	6/28/2026	Annual	90,092	94,702	99,510	104,590	109,930	115,529		
BUILDING INSPECTOR	OMEA	6/28/2026	Annual	73,802	77,559	81,527	85,667	90,043	94,641		
BUSINESS LICENSE INSPECTOR	OMEA	6/28/2026	Annual	69,513	73,060	76,780	80,698	84,814	89,140		
BUYER	OMEA	6/28/2026	Annual	72,343	76,039	79,907	83,986	88,275	92,762		
CHIEF BUILDING OFFICIAL	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
CITY ATTORNEY	EM	6/29/2025	Monthly						23,375		
CITY CLERK SERVICES DIRECTOR	EM	6/29/2025	Monthly	9,685	10,181	10,698	11,244	11,818	12,420		
CITY CLERK-ELECTED	N/A		Monthly	365							
CITY COUNCIL/MAYOR ELECTED	N/A		Monthly	600							
CITY MANAGER	EM	6/29/2025	Monthly						27,200		
CITY TREASURER - ELECTED	N/A		Monthly	365							
CIVILIAN INVESTIGATIVE OFFICER	COPA	6/28/2026	Monthly	66,793	70,205	73,777	77,547	81,502	85,655	89,079	
CODE COMPLIANCE MANAGER	OMA	6/28/2026	Annual	112,204	117,939	123,934	130,262	136,912	143,883		
CODE COMPLIANCE OFFICER	OMEA	6/28/2026	Annual	71,626	75,272	79,116	83,146	87,385	91,847		
CODE COMPLIANCE SUPERVISOR	OMA	6/28/2026	Annual	90,092	94,702	99,510	104,590	109,930	115,529		
CODE COMPLIANCE TECHNICIAN	OMEA	6/28/2026	Annual	60,453	63,543	66,781	70,180	73,764	77,522		
COMBINATION BUILDING INSPECTOR	OMEA	6/28/2026	Annual	77,571	81,527	85,692	90,055	94,653	99,486		
COMMUNITY DEVELOPMENT DIRECTOR	EM	6/29/2025	Monthly	14,873	15,634	16,428	17,268	18,148	19,073		
COMMUNITY SERVICES DIRECTOR	EM	6/29/2025	Monthly	14,507	15,249	16,024	16,842	17,701	18,604		
CONSTRUCTION INSPECTION SUPV	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
CONSTRUCTION INSPECTOR I	OMEA	6/28/2026	Annual	67,127	70,551	74,148	77,930	81,910	86,087		
CONSTRUCTION INSPECTOR II	OMEA	6/28/2026	Annual	74,172	77,955	81,934	86,100	90,500	95,110		
CONTRACT ADMINISTRATOR	OMEA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
COURT LIAISON OFFICER	COPA	6/28/2026	Monthly	63,543	66,781	70,192	73,777	77,534	81,489	84,740	
CRIME ANALYST	SM	6/29/2025	Monthly	6,764	7,109	7,470	7,852	8,253	8,673		
CRIME PREVENTION SPECIALIST	COPA	6/28/2026	Monthly	69,513	73,060	76,780	80,698	84,814	89,140	92,712	
CUSTODIAN	IBEW-M&C	6/28/2026	Annual	44,806	47,101	49,496	52,029	54,678	57,464		
DEPUTY CITY CLERK	SM	6/29/2025	Monthly	6,900	7,253	7,621	8,010	8,419	8,848		
DEPUTY CITY MANAGER	SM	6/29/2025	Monthly	12,062	12,679	13,324	14,004	14,718	15,469		
DEPUTY PUBLIC WORKS DIRECTOR	SM	6/29/2025	Monthly	12,183	12,806	13,457	14,145	14,866	15,624		
DEVELOPMENT PROJECT MANAGER	OMA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
DIGITAL MARKETING COORDINATOR	OMA	6/28/2026	Annual	79,537	83,591	87,855	92,329	97,038	101,995		
ECONOMIC DEVELOPMENT MANAGER	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
ECONOMIC DEVELOPMENT PROJ MGR	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
EMERGENCY MANAGER	SM	6/29/2025	Monthly	9,448	9,930	10,435	10,968	11,528	12,114		
EMERGENCY MEDICAL SERVICES MGR	OFMA	6/28/2026	Annual	116,777	122,735	128,977	135,564	142,486	149,729		

Attachment A (Continued)

City of Orange

Citywide Pay Schedule Effective June 28, 2026

Approved by City Council on July 14, 2026

Classification Title	Group	Effective	Salary Type	A/1	B/2	C/3	D/4	E/5	F/6	G/7	H/8
EMPLOYEE BENEFITS ANALYST	SM	6/29/2025	Monthly	6,597	6,934	7,287	7,659	8,050	8,461		
ENGINEERING INTERN	PT & LD	12/28/2025	Hourly	20.00	21.02	22.09					
ENGINEERING TECHNICIAN I	OMEA	6/28/2026	Annual	63,543	66,781	70,192	73,777	77,534	81,489		
ENGINEERING TECHNICIAN II	OMEA	6/28/2026	Annual	70,205	73,789	77,547	81,514	85,655	90,030		
ENVIRONMENTAL COMPLNCE SPECLST	OMEA	6/28/2026	Annual	71,626	75,272	79,116	83,146	87,385	91,847		
ENVIRONMENTAL PROGRAM MANAGER	OMA	6/28/2026	Annual	117,346	123,353	129,619	136,232	143,191	150,483		
ENVIRONMENTAL SCIENTIST	OMEA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
EQUIPMENT MAINT LEADWORKER	IBEW-M&C	6/28/2026	Annual	69,150	72,693	76,387	80,296	84,380	88,691		
EQUIPMENT MAINT SUPERVISOR	OMA	6/28/2026	Annual	89,647	94,233	99,016	104,071	109,386	114,948		
EQUIPMENT MECHANIC I	IBEW-M&C	6/28/2026	Annual	59,544	62,582	65,772	69,125	72,655	76,362		
EQUIPMENT MECHANIC II	IBEW-M&C	6/28/2026	Annual	65,797	69,150	72,681	76,387	80,282	84,367		
EQUIPMENT OPERATOR	IBEW-M&C	6/28/2026	Annual	63,226	66,440	69,844	73,399	77,131	81,076		
EQUIPMENT PARTS TECHNICIAN	IBEW-M&C	6/28/2026	Annual	59,544	62,582	65,772	69,125	72,655	76,362		
EXECUTIVE ASSISTANT	SM	6/29/2025	Monthly	5,245	5,512	5,794	6,089	6,400	6,725		
EXECUTIVE ASST TO THE CHIEF	SM	6/29/2025	Monthly	5,795	6,090	6,401	6,727	7,070	7,431		
FACILITIES MAINT SUPERVISOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
FIELD SERVICES MANAGER	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
FINANCE ASSISTANT	OMEA	6/28/2026	Annual	64,507	67,795	71,255	74,889	78,708	82,713		
FINANCE CLERK	OMEA	6/28/2026	Annual	54,174	56,930	59,835	62,888	66,101	69,463		
FINANCE COORDINATOR	OMA	6/28/2026	Annual	79,932	83,999	88,300	92,799	97,520	102,501		
FINANCE DIRECTOR	EM	6/29/2025	Monthly	14,873	15,634	16,428	17,268	18,148	19,073		
FINANCE MANAGER	SM	6/29/2025	Monthly	8,014	8,423	8,851	9,303	9,779	10,276		
FINANCE SUPERVISOR	OMA	6/28/2026	Annual	88,312	92,824	97,545	102,526	107,754	113,242		
FINANCIAL ANALYST	SM	6/29/2025	Monthly	6,969	7,325	7,697	8,091	8,504	8,937		
FIRE BATTALION CHIEF	OFMA	6/28/2026	Annual	158,678	166,798	175,277	184,226	193,619	203,495		
FIRE CAPTAIN	Local 2384	6/28/2026	Annual					148,011			
FIRE CHIEF	EM	6/29/2025	Monthly	16,851	17,712	18,613	19,563	20,561	21,609		
FIRE ENGINEER	Local 2384	6/28/2026	Annual	104,306	109,522	114,997	120,745	126,777			
FIRE INSPECTOR/INVESTIGATOR	Local 2384	6/28/2026	Annual					139,396			
FIRE SAFETY SPECIALIST	Local 2384	6/28/2026	Annual	94,863	99,609	104,590	109,819	115,306			
FIREFIGHTER	Local 2384	6/28/2026	Annual	92,057	96,668	101,500	106,568	111,907			
FORENSIC SVCS SPECIALIST	COPA	6/28/2026	Monthly	66,793	70,205	73,777	77,547	81,502	85,655	89,079	
GIS ANALYST	OMEA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
HAZARDOUS MATERIALS SPECIALIST	Local 2384	6/28/2026	Annual	104,825	110,066	115,566	121,350	127,419			
HISTORIC PRESERVATION PLANNER	OMA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
HOMELESS OUTREACH SPECIALIST	COPA	6/28/2026	Monthly	65,471	68,820	72,318	76,014	79,883	83,961	87,323	
HOUSING MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
HOUSING SPECIALIST	OMEA	6/28/2026	Annual	71,626	75,272	79,116	83,146	87,385	91,847		
HUMAN RESOURCES ANALYST I	SM	6/29/2025	Monthly	6,339	6,663	7,002	7,359	7,735	8,129		
HUMAN RESOURCES ANALYST II	SM	6/29/2025	Monthly	7,253	7,624	8,011	8,420	8,850	9,300		
HUMAN RESOURCES DIRECTOR	EM	6/29/2025	Monthly	14,507	15,249	16,024	16,842	17,701	18,604		
HUMAN RESOURCES MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
HUMAN RESOURCES TECHNICIAN	OMEA	6/28/2026	Annual	62,912	66,126	69,500	73,035	76,768	80,674		
INFORMATION TECH PROJECT MGR	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
INFORMATION TECH SUPERVISOR	OMA	6/28/2026	Annual	90,092	94,702	99,510	104,590	109,930	115,529		
INFORMATION TECHNOLOGY MANAGER	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
INFORMATION TECHNOLOGY SPECLST	OMA	6/28/2026	Annual	79,537	83,591	87,855	92,329	97,038	101,995		
INTERGOV/COMM AFFAIRS MANAGER	SM	6/29/2025	Monthly	10,809	11,361	11,939	12,549	13,189	13,861		
INTERNAL AUDIT MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
INVESTMENT/REVENUE OFFICER	SM	6/29/2025	Monthly	7,548	7,934	8,337	8,763	9,210	9,679		
LANDSCAPE COORDINATOR	OMA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
LEAD BUSINESS LICENSE INSPECTR	OMEA	6/28/2026	Annual	73,060	76,793	80,711	84,827	89,153	93,701		
LEAD CUSTODIAN	IBEW-M&C	6/28/2026	Annual	52,055	54,702	57,488	60,426	63,503	66,730		
LEAD FINANCE CLERK	OMEA	6/28/2026	Annual	73,060	76,793	80,711	84,827	89,153	93,701		
LEGAL ASSISTANT	OMA	6/28/2026	Annual	69,513	73,060	76,780	80,698	84,814	89,140		
LIBRARIAN I	OMEA	6/28/2026	Annual	65,471	68,820	72,318	76,014	79,883	83,961		
LIBRARIAN II	OMEA	6/28/2026	Annual	72,343	76,039	79,907	83,986	88,275	92,762		
LIBRARIAN III	OMEA	6/28/2026	Annual	79,932	83,999	88,300	92,799	97,520	102,501		
LIBRARY ASSISTANT	OMEA	6/28/2026	Annual	53,630	56,374	59,241	62,270	65,446	68,783		
LIBRARY CLERK	OMEA	6/28/2026	Annual	42,642	44,817	47,092	49,502	52,023	54,668		
LIBRARY LITERACY COORDINATOR	OMEA	6/28/2026	Annual	65,471	68,820	72,318	76,014	79,883	83,961		
LIBRARY MANAGER I	OMA	6/28/2026	Annual	91,909	96,606	101,513	106,704	112,142	117,853		
LIBRARY MANAGER II	OMA	6/28/2026	Annual	96,618	101,550	106,704	112,155	117,890	123,884		
LIBRARY PAGE	OMEA	6/28/2026	Annual	36,895	38,786	40,751	42,840	45,015	47,314		
LIBRARY SERVICES DIRECTOR	EM	6/29/2025	Monthly	12,491	13,129	13,797	14,502	15,241	16,018		
LIBRARY SUPPORT SERVICES ASST	OMEA	6/28/2026	Annual	53,630	56,374	59,241	62,270	65,446	68,783		
LIBRARY TECH/SUPPORT SVCS MGR	OMA	6/28/2026	Annual	96,618	101,550	106,704	112,155	117,890	123,884		
LIBRARY TECHNOLOGY ASSISTANT	OMEA	6/28/2026	Annual	53,630	56,374	59,241	62,270	65,446	68,783		
LIBRARY TECHNOLOGY COORDINATOR	OMEA	6/28/2026	Annual	72,343	76,039	79,907	83,986	88,275	92,762		
LIBRARY TECHNOLOGY SPECIALIST	OMEA	6/28/2026	Annual	65,471	68,820	72,318	76,014	79,883	83,961		
LIBRARY VOLUNTEER COORDINATOR	OMEA	6/28/2026	Annual	60,453	63,543	66,781	70,180	73,764	77,522		

Attachment A (Continued)

City of Orange

Citywide Pay Schedule Effective June 28, 2026

Approved by City Council on July 14, 2026

Classification Title	Group	Effective	Salary Type	A/1	B/2	C/3	D/4	E/5	F/6	G/7	H/8
LIFEGUARD/SWIM INSTRUCTOR	PT & LD	12/28/2025	Hourly	20.61	21.66	22.76					
MAINTENANCE WORKER	IBEW-M&C	6/28/2026	Annual	49,257	51,778	54,413	57,199	60,111	63,175		
MANAGEMENT INTERN	PT & LD	12/28/2025	Hourly	20.00	21.02	22.09					
MGR TRANS SVCS/CITY TRAFFC ENG	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
NETWORK/SECURITY ANALYST	SM	6/29/2025	Monthly	7,974	8,381	8,807	9,257	9,730	10,225		
OFFICE ASSISTANT	OMEA	6/28/2026	Annual	47,116	49,514	52,036	54,693	57,474	60,403		
PARKING CONTROL OFFICER I	PT & LD	12/28/2025	Hourly	18.65	19.60	20.61					
PARKING CONTROL OFFICER II	COPA	6/28/2026	Monthly	56,646	59,550	62,579	65,780	69,142	72,652	75,557	
PARKS & FACILITIES ATTENDANT	PT & LD	12/28/2025	Hourly	20.40	21.45	22.54					
PARKS & FACILITIES MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
PARKS MAINTENANCE LEADWORKER	IBEW-M&C	6/28/2026	Annual	65,797	69,150	72,681	76,387	80,282	84,367		
PARKS MAINTENANCE SUPERVISOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
PARKS MAINTENANCE WORKER I	IBEW-M&C	6/28/2026	Annual	49,257	51,778	54,413	57,199	60,111	63,175		
PARKS MAINTENANCE WORKER II	IBEW-M&C	6/28/2026	Annual	54,425	57,211	60,137	63,200	66,414	69,806		
PAYROLL MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
PAYROLL SPECIALIST	OMA	6/28/2026	Annual	76,805	80,711	84,839	89,165	93,714	98,497		
PAYROLL TECHNICIAN	OMEA	6/28/2026	Annual	73,060	76,793	80,711	84,827	89,153	93,701		
PERMIT SUPERVISOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
PERMIT TECHNICIAN	OMEA	6/28/2026	Annual	60,453	63,543	66,781	70,180	73,764	77,522		
PLAN CHECK ENGINEER	OMEA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
PLAN EXAMINER	Local 2384	6/28/2026	Annual	104,825	110,066	115,566	121,350	127,419			
PLANNING MANAGER	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
PLANNING TECHNICIAN	OMEA	6/28/2026	Annual	63,234	66,447	69,846	73,406	77,151	81,082		
POLICE ADMINISTRATIVE ASST	COPA	6/28/2026	Monthly	60,453	63,543	66,781	70,180	73,764	77,522	80,624	
POLICE ARMORER	COPA	6/28/2026	Monthly	60,453	63,543	66,781	70,180	73,764	77,522	80,624	
POLICE CADET I	PT & LD	12/28/2025	Hourly	17.57	18.47	19.40					
POLICE CADET II	PT & LD	12/28/2025	Hourly	19.41	20.40	21.44					
POLICE CAPTAIN	PMA	6/28/2026	Annual	198,118	208,241	218,834	230,007	241,737	254,060	264,220	
POLICE CHIEF	EM	6/29/2025	Monthly	18,714	19,671	20,671	21,726	22,835	23,999		
POLICE CLERK	COPA	6/28/2026	Monthly	54,446	57,214	60,131	63,209	66,423	69,809	72,603	
POLICE CODE ENFORCEMENT OFFICR	COPA	6/28/2026	Monthly	78,746	82,763	86,977	91,415	96,074	100,981	105,023	
POLICE COMMUNICATIONS MANAGER	PMA	6/28/2026	Annual	103,589	108,892	114,429	120,275	126,406	132,845	137,493	
POLICE DISPATCH SHIFT SUPERVSR	COPA	6/28/2026	Monthly	80,328	84,431	88,732	93,256	98,015	103,021	107,136	
POLICE DISPATCHER	COPA	6/28/2026	Monthly	73,431	77,176	81,119	85,247	89,598	94,171	97,941	
POLICE JAILER	COPA	6/28/2026	Monthly	60,453	63,543	66,781	70,180	73,764	77,522	80,624	
POLICE LIEUTENANT	PMA	6/28/2026	Annual	162,287	170,580	179,257	188,403	198,020	208,105	220,589	229,414
POLICE OFFICER	COPA	6/28/2026	Monthly	100,536	105,678	111,055	116,715	122,685	128,927	134,094	
POLICE RECORDS CLERK	COPA	6/28/2026	Monthly	54,446	57,214	60,131	63,209	66,423	69,809	72,603	
POLICE RECORDS MANAGER	PMA	6/28/2026	Annual	103,082	108,348	113,860	119,670	125,775	132,178	136,813	
POLICE RECORDS SHIFT SUPERVISR	COPA	6/28/2026	Monthly	73,431	77,176	81,119	85,247	89,598	94,171	97,941	
POLICE RECRUIT	PT & LD	12/28/2025	Monthly	6,245	N/A	N/A					
POLICE RESERVE OFFICER I	PT & LD	12/28/2025	Hourly	22.21	23.34	24.53					
POLICE RESERVE OFFICER II	PT & LD	12/28/2025	Hourly	18.19	19.12	20.09					
POLICE RESERVE OFFICER III	PT & LD	12/28/2025	Hourly	16.96	17.83	18.74					
POLICE SERGEANT	PMA	6/28/2026	Annual	131,609	138,345	145,378	152,794	160,606	168,776	178,899	186,055
POLICE SERVICES OFFICER	COPA	6/28/2026	Monthly	60,453	63,543	66,781	70,180	73,764	77,522	80,624	
POLICE SUBPOENAS/WARRANTS SPEC	COPA	6/28/2026	Monthly	60,453	63,543	66,781	70,180	73,764	77,522	80,624	
POLICE TRAINING COORDINATOR	COPA	6/28/2026	Monthly	63,543	66,781	70,192	73,777	77,534	81,489	84,740	
POLICE VOLUNTEER COORDINATOR	COPA	6/28/2026	Monthly	69,513	73,060	76,780	80,698	84,814	89,140	92,712	
POOL MANAGER	PT & LD	12/28/2025	Hourly	25.16	26.45	27.79					
PRINCIPAL CIVIL ENGINEER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
PRINCIPAL PLANNER	SM	6/29/2025	Monthly	9,685	10,181	10,698	11,244	11,818	12,420		
PROJECT DEVELOPMENT COORDINATR	OMA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
PROJECT ENGINEER	OMEA	6/28/2026	Annual	95,172	100,042	105,122	110,498	116,135	122,043		
PROPERTY OFFICER	COPA	6/28/2026	Monthly	64,828	68,128	71,614	75,260	79,104	83,121	86,458	
PUBLIC AFFAIRS & INFO MANAGER	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
PUBLIC WORKS ADMINISTRATOR	SM	6/29/2025	Monthly	8,766	9,215	9,682	10,177	10,696	11,242		
PUBLIC WORKS DIRECTOR	EM	6/29/2025	Monthly	14,873	15,634	16,428	17,268	18,148	19,073		
PUBLIC WORKS MAINT LEADWORKER	IBEW-M&C	6/28/2026	Annual	65,797	69,150	72,681	76,387	80,282	84,367		
PUBLIC WORKS MAINT SUPERVISOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
PUBLIC WORKS MAINT WORKER I	IBEW-M&C	6/28/2026	Annual	49,257	51,778	54,413	57,199	60,111	63,175		
PUBLIC WORKS MAINT WORKER II	IBEW-M&C	6/28/2026	Annual	54,425	57,211	60,137	63,200	66,414	69,806		
PURCHASING OFFICER	SM	6/29/2025	Monthly	8,014	8,423	8,851	9,303	9,779	10,276		
REC SERVICES COORDINATOR	OMEA	6/28/2026	Annual	65,805	69,154	72,689	76,397	80,291	84,382		
REC SERVICES LEADER I	PT & LD	12/28/2025	Hourly	16.96	17.83	18.74					
REC SERVICES LEADER II	PT & LD	12/28/2025	Hourly	18.74	19.70	20.71					
REC SERVICES LEADER III	PT & LD	12/28/2025	Hourly	20.71	21.77	22.88					
REC SVCS ACTIVITY SPECIALIST	PT & LD	12/28/2025	Hourly	23.58	24.78	26.05					

Attachment A (Continued)

City of Orange

Citywide Pay Schedule Effective June 28, 2026

Approved by City Council on July 14, 2026

Classification Title	Group	Effective	Salary Type	A/1	B/2	C/3	D/4	E/5	F/6	G/7	H/8
RECORDS COORDINATOR	OMA	6/28/2026	Annual	74,172	77,955	81,934	86,100	90,500	95,110		
RECREATION SERVICES MANAGER	SM	6/29/2025	Monthly	9,734	10,232	10,752	11,300	11,878	12,482		
RECREATION SERVICES SUPERVISOR	OMA	6/28/2026	Annual	87,435	91,909	96,581	101,513	106,692	112,118		
RISK MANAGEMENT ANALYST	SM	6/29/2025	Monthly	6,276	6,596	6,933	7,286	7,658	8,049		
RISK MANAGER	SM	6/29/2025	Monthly	10,438	10,972	11,529	12,118	12,736	13,386		
SENIOR ACCOUNTANT	OMA	6/28/2026	Annual	86,569	90,994	95,617	100,499	105,629	111,005		
SENIOR ADMINISTRATIVE ANALYST	SM	6/29/2025	Monthly	7,934	8,340	8,763	9,211	9,681	10,174		
SENIOR ASSISTANT CITY ATTORNEY	SM	6/29/2025	Monthly	13,461	14,149	14,869	15,628	16,425	17,263		
SENIOR BUYER	OMA	6/28/2026	Annual	79,932	83,999	88,300	92,799	97,520	102,501		
SENIOR CIVIL ENGINEER	OMA	6/28/2026	Annual	117,346	123,353	129,619	136,232	143,191	150,483		
SENIOR CODE COMPLIANCE OFFICER	OMEA	6/28/2026	Annual	79,141	83,170	87,422	91,872	96,556	101,488		
SENIOR CONTRACT ADMINISTRATOR	OMA	6/28/2026	Annual	100,042	105,147	110,498	116,147	122,080	128,284		
SENIOR FINANCE CLERK	OMEA	6/28/2026	Annual	59,847	62,900	66,114	69,488	73,023	76,756		
SENIOR GIS ANALYST	OMA	6/28/2026	Annual	112,204	117,939	123,934	130,262	136,912	143,883		
SENIOR HOUSING MANAGER	SM	6/29/2025	Monthly	9,980	10,490	11,023	11,586	12,178	12,798		
SENIOR HUMAN RESOURCES ANALYST	SM	6/29/2025	Monthly	8,423	8,854	9,304	9,779	10,278	10,802		
SENIOR LANDSCAPE COORDINATOR	OMA	6/28/2026	Annual	100,042	105,147	110,498	116,147	122,080	128,284		
SENIOR LEGAL ASSISTANT	OMA	6/28/2026	Annual	76,805	80,711	84,839	89,165	93,714	98,497		
SENIOR LIBRARY CLERK	OMEA	6/28/2026	Annual	49,514	52,048	54,705	57,486	60,416	63,506		
SENIOR LIBRARY MANAGER	SM	6/29/2025	Monthly	8,340	8,766	9,211	9,682	10,176	10,694		
SENIOR OFFICE ASSISTANT	OMEA	6/28/2026	Annual	52,060	54,705	57,499	60,440	63,506	66,756		
SENIOR PAYROLL SPECIALIST	OMA	6/28/2026	Annual	80,723	84,851	89,177	93,726	98,509	103,540		
SENIOR PERMIT TECHNICIAN	OMEA	6/28/2026	Annual	66,793	70,205	73,777	77,547	81,502	85,655		
SENIOR PLAN CHECK ENGINEER	OMA	6/28/2026	Annual	117,346	123,353	129,619	136,232	143,191	150,483		
SENIOR PLANNER	OMA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
SENIOR POLICE CLERK	COPA	6/28/2026	Monthly	60,156	63,221	66,447	69,834	73,394	77,139	80,216	
SKILLED MAINT WKR-PUBLIC WORKS	IBEW-M&C	6/28/2026	Annual	61,044	64,158	67,436	70,877	74,483	78,290		
SKILLED MAINT WORKER - WATER	IBEW-WTR	6/28/2026	Annual	64,171	67,449	70,891	74,496	78,304	82,287		
SKILLED MAINT WRKR-FACILITIES	IBEW-M&C	6/28/2026	Annual	61,044	64,158	67,436	70,877	74,483	78,290		
SKILLED MAINTENANCE LEADWORKER	IBEW-M&C	6/28/2026	Annual	67,461	70,891	74,508	78,316	82,300	86,498		
SKILLED MAINTENANCE WRKR-PARKS	IBEW-M&C	6/28/2026	Annual	61,044	64,158	67,436	70,877	74,483	78,290		
SR ASST TO THE CITY MANAGER	SM	6/29/2025	Monthly	10,232	10,755	11,302	11,879	12,485	13,121		
SR COMBINATION BUILDING INSPCT	OMEA	6/28/2026	Annual	85,717	90,092	94,665	99,498	104,578	109,905		
SR ECONOMIC DEVELPMNT PROJ MGR	SM	6/29/2025	Monthly	9,980	10,490	11,023	11,586	12,178	12,798		
SR EMERGENCY MEDICAL SVCS MGR	OFMA	6/28/2026	Annual	139,730	146,874	154,339	162,225	170,494	179,195		
SR EXEC ASST TO COUNCIL & CM	SM	6/29/2025	Monthly	6,730	7,074	7,433	7,813	8,212	8,630		
SR FIRE INSPECTION SPECIALIST	OMA	6/28/2026	Annual	94,702	99,547	104,603	109,942	115,554	121,437		
SR TRAFFIC SIGNAL TECHNICIAN	OMEA	6/28/2026	Annual	85,717	90,092	94,665	99,498	104,578	109,905		
SR WATER METER SERVICE WORKER	IBEW-WTR	6/28/2026	Annual	65,141	68,457	71,950	75,618	79,476	83,535		
SR WATER QUALITY INSPECTOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
STOCK CLERK	OMEA	6/28/2026	Annual	49,279	51,788	54,433	57,202	60,119	63,184		
SWIMMING ATTENDANT	PT & LD	12/28/2025	Hourly	16.96	17.83	18.74					
SYSTEMS ANALYST	SM	6/29/2025	Monthly	7,974	8,381	8,807	9,257	9,730	10,225		
TRAFFIC MGMT CENTER TECHNICIAN	OMEA	6/28/2026	Annual	85,717	90,092	94,665	99,498	104,578	109,905		
TRAFFIC OPERATIONS SUPRNTENDNT	OMA	6/28/2026	Annual	94,233	99,053	104,084	109,398	114,973	120,831		
TRAFFIC SIGNAL TECHNICIAN I	OMEA	6/28/2026	Annual	63,543	66,781	70,192	73,777	77,534	81,489		
TRAFFIC SIGNAL TECHNICIAN II	OMEA	6/28/2026	Annual	70,205	73,789	77,547	81,514	85,655	90,030		
TRANSPORTATION ANALYST	OMEA	6/28/2026	Annual	101,550	106,741	112,155	117,890	123,909	130,213		
TREE SERVICES COORDINATOR	OMA	6/28/2026	Annual	90,537	95,172	100,005	105,109	110,474	116,110		
WAREHOUSE/INVENTORY SPECIALIST	OMEA	6/28/2026	Annual	65,805	69,154	72,689	76,397	80,291	84,382		
WATER MAINTENANCE LEADWORKER	IBEW-WTR	6/28/2026	Annual	70,903	74,522	78,316	82,312	86,511	90,923		
WATER MAINTENANCE SUPERVISOR	OMA	6/28/2026	Annual	85,284	89,647	94,196	99,004	104,059	109,361		
WATER MAINTENANCE WORKER I	IBEW-WTR	6/28/2026	Annual	52,837	55,522	58,359	61,334	64,448	67,751		
WATER MAINTENANCE WORKER II	IBEW-WTR	6/28/2026	Annual	58,359	61,347	64,473	67,764	71,231	74,849		
WATER MANAGER	SM	6/29/2025	Monthly	11,305	11,883	12,487	13,125	13,794	14,498		
WATER METER SERVICE WORKER I	IBEW-WTR	6/28/2026	Annual	54,980	57,791	60,729	63,830	67,083	70,512		
WATER METER SERVICE WORKER II	IBEW-WTR	6/28/2026	Annual	60,741	63,842	67,095	70,525	74,118	77,900		
WATER PLANT OPERATOR I	IBEW-WTR	6/28/2026	Annual	63,856	67,109	70,537	74,130	77,912	81,884		
WATER PLANT OPERATOR II	IBEW-WTR	6/28/2026	Annual	70,550	74,156	77,925	81,909	86,082	90,469		
WATER QUALITY INSPECTOR	OMA	6/28/2026	Annual	77,188	81,119	85,259	89,610	94,183	98,979		
WATER YARD STOREKEEPER	IBEW-WTR	6/28/2026	Annual	61,359	64,486	67,776	71,231	74,861	78,682		

Agenda Item

Orange City Council

Item #: 3.15. 7/14/2026 **File #:** 26-0376

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT
Establishment of a loading zone in front of 233 N. Lemon Street

2. SUMMARY
Staff received a request for a loading zone in front of 233 N. Lemon Street. The length of the proposed loading zone represents a small fraction of the adjacent business' street frontage, is compatible with the block's curb management needs, and was recommended by the City Traffic Commission for approval by the City Council.

3. RECOMMENDED ACTION
Adopt Resolution No. 11706. A Resolution of the City Council of the City of Orange for the establishment of a loading zone on the east side of Lemon Street adjacent to the frontage of 233 N. Lemon Street (Accessor Parcel Number 039-162-21).

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
The owner of the business at 233 N. Lemon Street requested a loading zone in front of said address. While the curb along the entire property frontage (approximately 140 feet) has been painted yellow, there is no record of the city having approved the installation. Because of the uncertainty over its origin and the length of the existing yellow curb, staff recommend that the space between the two driveways at 233 N Lemon Street become the established loading zone, approximately 35 feet. The remaining yellow curb in front of the property would be removed. This approach allows for enforceability, for which the business owner has expressed a need, while balancing the area's curb management needs.

Because Lemon Street is a public road, the proposed loading zone would not be for the exclusive use of the fronting business and would be available for public use. In accordance with Chapter 10.26 of the Orange Municipal Code, the loading or unloading of passengers shall not exceed five minutes, and the loading or unloading of materials shall not exceed 20 minutes, unless otherwise specified by

motion or resolution. The parking time limit in this zone shall be enforced from 7:00 a.m. to 6:00 p.m., Sundays and holidays excepted.

Staff presented this request at the June 10, 2026, City Traffic Commission meeting where it was unanimously approved for recommendation to the City Council. The municipal code requires City Council approval for installation of loading zones.

7. ATTACHMENTS

- Attachment 1 Resolution No. 11706
- Attachment 2 Area Map and Site Sketch
- Attachment 3 City Traffic Commission Staff Report, June 10, 2026 (No attachments)
- Attachment 4 Excerpt of Draft City Traffic Commission Minutes, June 10, 2026
- Attachment 5 Lemon Loading Zone Notification Letter

Agenda Item

Orange City Council

Item #: 3.15. 7/14/2026 **File #:** 26-0376

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT
Establishment of a loading zone in front of 233 N. Lemon Street

2. SUMMARY
Staff received a request for a loading zone in front of 233 N. Lemon Street. The length of the proposed loading zone represents a small fraction of the adjacent business' street frontage, is compatible with the block's curb management needs, and was recommended by the City Traffic Commission for approval by the City Council.

3. RECOMMENDED ACTION
Adopt Resolution No. 11706. A Resolution of the City Council of the City of Orange for the establishment of a loading zone on the east side of Lemon Street adjacent to the frontage of 233 N. Lemon Street (Accessor Parcel Number 039-162-21).

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
The owner of the business at 233 N. Lemon Street requested a loading zone in front of said address. While the curb along the entire property frontage (approximately 140 feet) has been painted yellow, there is no record of the city having approved the installation. Because of the uncertainty over its origin and the length of the existing yellow curb, staff recommend that the space between the two driveways at 233 N Lemon Street become the established loading zone, approximately 35 feet. The remaining yellow curb in front of the property would be removed. This approach allows for enforceability, for which the business owner has expressed a need, while balancing the area's curb management needs.

Because Lemon Street is a public road, the proposed loading zone would not be for the exclusive use of the fronting business and would be available for public use. In accordance with Chapter 10.26 of the Orange Municipal Code, the loading or unloading of passengers shall not exceed five minutes, and the loading or unloading of materials shall not exceed 20 minutes, unless otherwise specified by

motion or resolution. The parking time limit in this zone shall be enforced from 7:00 a.m. to 6:00 p.m., Sundays and holidays excepted.

Staff presented this request at the June 10, 2026, City Traffic Commission meeting where it was unanimously approved for recommendation to the City Council. The municipal code requires City Council approval for installation of loading zones.

7. ATTACHMENTS

- Attachment 1 Resolution No. 11706
- Attachment 2 Area Map and Site Sketch
- Attachment 3 City Traffic Commission Staff Report, June 10, 2026 (No attachments)
- Attachment 4 Excerpt of Draft City Traffic Commission Minutes, June 10, 2026
- Attachment 5 Lemon Loading Zone Notification Letter

RESOLUTION NO. 11706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE FOR THE ESTABLISHMENT OF A LOADING ZONE ON THE EAST SIDE OF LEMON STREET ADJACENT TO THE FRONTAGE OF 233 N. LEMON STREET (ACCESSOR PARCEL NUMBER 039-162-21)

WHEREAS, a representative of the business at 233 N. Lemon Street requested the establishment of a loading zone on the east side of Lemon Street, adjacent to the Old Towne Mixed Use-24 frontage of 233 N Lemon Street to allow for the loading and unloading of passengers or materials; and

WHEREAS, the aforementioned parcel does not have on-site parking, and the demand for nearby on-street parking in the subject area is high; and

WHEREAS, the east side of the 200 north block of Lemon Street supports residential and mixed use; and

WHEREAS, the west side of the 200 north block of Lemon Street supports Chapman University; and

WHEREAS, implementation of this request involves nominal staff time and minimal expenditures that have already been approved in the City's operating budget; and

WHEREAS, at the June 10, 2026, City Traffic Commission meeting, the commission unanimously approved the recommendation of the installation of a 35-foot-long loading zone in front of 233 N. Lemon Street and to forward the item to City Council for final approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby approves of a loading zone on the east side of Lemon Street, adjacent to the adjacent to the Old Towne Mixed Use-24 frontage of 233 N Lemon Street (039-162-21).

ADOPTED this ____ day of _____, 2026

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I , PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

N:\Public Works\TRAFFIC\C T C\STAFF REPORTS\2026\06-10-2026\01_Loading Zone_Lemon St\03_Exhibits\GIS Exhibits\GIS_APPRX\Traffic_Projects.aprx\Site Sketch Map

City of Orange

Legend

- Subject Area
- Red Curb (Existing)
- Permit Required (Existing)

Propose Loading Zone in front of 233 N. Lemon Street

N
W E
S

0 50 100 Feet

6/8/2026

Source: City of Orange (2025)

NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

CITY OF ORANGE

AREA MAP

N:\Public Works\TRAFFIC\C T CSTAFF REPORTS\2026\06-10-2026\Loading Zone_Lemon St\03_Exhibits\GIS Exhibits\GIS\APRX\Traffic_Projects.aprx\Proposed Painted Curb Map

City of Orange
Geographic Information System

Legend

- Driveway (Existing)
- Yellow Curb (Proposed)

Propose Loading Zone in front of 233 N. Lemon Street

N
W E
S

0 50 100 Feet

6/2/2026

Source: City of Orange (2024)

NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

CITY OF ORANGE

SITE SKETCH

Agenda Item

City Traffic Commission

Item #: 4.1. 6/10/2026 **File #:** 26-0318

TO: **Chair and Members of the City Traffic Commission**

THRU: **Larry Tay, Deputy Public Works Director/Traffic Engineer**

FROM: **Junie Vuong, Associate Engineer**

1. SUBJECT

Proposed loading zone in front of 233 N. Lemon Street

2. SUMMARY

A loading zone was requested by the fronting business. The proposed loading zone dimension represents a small fraction of the business' street frontage and is compatible with the block's curb management needs.

3. RECOMMENDED ACTION

1. Recommend the installation of a 35-foot-long loading zone in front of 233 N. Lemon Street.
2. Forward to the City Council for approval.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The owner of the business at 233 N. Lemon Street requested a loading zone in front of said address. While the curb along the entire property frontage (approximately 140 feet) has been painted yellow, there is no record of the city having approved the installation. Because of the uncertainty over its origin and the length of the existing yellow curb, staff is recommending establishing a loading zone along a portion of the frontage as described below. This approach allows for enforceability, for which the business owner has expressed a potential need, while balancing the area's curb management needs.

The frontage of 233 N Lemon Street is not part of any Permit Parking area and is outside of the Old Towne Paid Parking Program footprint. The 200 block of N Lemon Street has a mix of frontages: The west side of Lemon Street is Chapman University frontage; The east side of Lemon Street, to the north of 233 N Lemon Street is residential within the Chapman University Opportunity Area; and to the south of 233 N Lemon Street is Antepasado Park. To balance the neighborhood parking needs, staff recommends that the space between the two driveways at 233 N Lemon Street become the established loading zone, approximately 35 feet. The remaining yellow curb in front of the property

would be removed.

Because Lemon Street is a public road, the proposed loading zone would not be for the exclusive use of the fronting business and would be available for public use. In accordance with Chapter 10.26 of the Orange Municipal Code, the loading or unloading of passengers shall not exceed five minutes, and the loading or unloading of materials shall not exceed 20 minutes, unless otherwise specified by motion or resolution. The parking time limit in this zone shall be enforced from 7:00 a.m. to 6:00 p.m., Sundays and holidays excepted.

7. ATTACHMENTS

- Letter of Request
- Area Map & Site Sketch
- Notification Letter

EXCERPT OF DRAFT MINUTES OF A MEETING OF THE ORANGE TRAFFIC COMMISSION HELD ON JUNE 10, 2026

This document was created prior to minutes approval by the Commission, for the purpose of enabling staff to execute recommended actions.

4.1. Proposed loading zone in front of 233 N. Lemon Street

Associate Engineer Junie Vuong provided a brief staff report utilizing a PowerPoint Presentation.

Responding to Commissioner inquiry, staff clarified that any existing yellow curb markings not included in the recommended action would be removed and not included as part of the proposed loading zone.

A motion was made by Vice-Chair Ricci, seconded by Commissioner Deligianni-Brydges, to: 1. Recommend the installation of a 35-foot-long loading zone in front of 233 N. Lemon Street. 2. Forward the recommendation to the City Council for approval. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Chavarria, Redding, Freeman, Feliz, and Deligianni-Brydges
Noes: None
Absent: None

DRAFT

The minutes will be considered at the next regular meeting of the Traffic Commission on August 12, 2026.

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

July 1, 2026

Dear Resident/Property Owner:

This letter is to inform you that an item will be considered by the City Council regarding:

- **Establishment of a loading zone in front of 233 N. Lemon Street.**

The matter will be scheduled for the consent calendar of the **July 14, 2026,** meeting of the City Council. The meeting is scheduled at **6:00 p.m**., in the **City Council Chamber**, located at 300 East Chapman Avenue.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please reach out to Junie Vuong at (714) 744-5525 or jvuong@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
City Traffic Engineer/
Deputy Public Works Director

Agenda Item

Orange City Council

Item #: 7.1. 7/14/2026 **File #:** 26-0399

1. SUBJECT

Appointments to the Design Review Committee and Planning Commission

2. SUMMARY

Due to the resignation of Greg Ledesma, an unscheduled vacancy exists on the Design Review Committee. In accordance with Government Code Section 54974, a Notice of Vacancy was posted on June 16, 2026.

Additionally, a scheduled vacancy exists on the Planning Commission due to the expired term of Richard Martinez. A Notice of Vacancy for this position was posted on May 6, 2026.

3. RECOMMENDED ACTION

Confirm Mayor Slater's recommendation to appoint Donnie Dewees to the Design Review Committee to fill an unexpired term ending on June 30, 2027, and Connie Benson to the Planning Commission for a four-year term expiring on June 30, 2030.

Agenda Item

Orange City Council

Item #: 7.1. 7/14/2026 **File #:** 26-0399

1. SUBJECT

Appointments to the Design Review Committee and Planning Commission

2. SUMMARY

Due to the resignation of Greg Ledesma, an unscheduled vacancy exists on the Design Review Committee. In accordance with Government Code Section 54974, a Notice of Vacancy was posted on June 16, 2026.

Additionally, a scheduled vacancy exists on the Planning Commission due to the expired term of Richard Martinez. A Notice of Vacancy for this position was posted on May 6, 2026.

3. RECOMMENDED ACTION

Confirm Mayor Slater's recommendation to appoint Donnie Dewees to the Design Review Committee to fill an unexpired term ending on June 30, 2027, and Connie Benson to the Planning Commission for a four-year term expiring on June 30, 2030.

Agenda Item

Orange City Council

Item #: 9.1. 7/14/2026 **File #:** 26-0273

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Director of Community Development**

1. SUBJECT

Public Hearing to consider a request to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 single-family homes at 647 N. Rancho Santiago Boulevard and Introduction and First Reading of Ordinance No. 12-26 approving Zone Change No. 1318, and finding of California Environmental Quality Act (CEQA) Exemption

2. SUMMARY

The proposed project would establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 14 lots: 11 numbered lots, each with a separate single-family home, and three lettered lots for front yard setback areas, a private road, and common open space area. The project will result in the construction of 11 new two-story single-family homes and shared common space. As part of this proposal, a zone change is requested from the existing zoning designation of Single Family Residential 10,000 sq. ft. (R1-10) to Single Family Residential 10,000 sq. ft. (R1-10 [PUD 3203]). (ZC No. 1318, TTM No. 0052, CUP No. 3203, DR No. 5119, and MNSP No. 1137).

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt City Council Resolution No. 11709, A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to establish an 11-unit Planned Unit Development and subdivide a 2.02-acre parcel into 11 separate parcels located at 647 N. Rancho Santiago Boulevard.
3. Introduce and conduct First Reading of Ordinance No. 12-26. An Ordinance of the City Council of the City of Orange Approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) on a 2.02-acre site located at 647 N. Rancho Santiago Boulevard.
4. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Economic Development and Achieve Fiscal Stability.

6. DISCUSSION AND BACKGROUND

The subject site is a single parcel and is a currently vacant and undeveloped irregularly shaped lot measuring 133 feet wide (street frontage along N. Rancho Santiago Boulevard) by 626 feet deep. Detailed information about the proposed development is provided in Attachment 6.

The proposed project includes the following components:

Planned Unit Development:

The project is proposed as a Planned Unit Development (PUD), defined by the Orange Municipal Code as “a development established to provide an alternative to standard residential development wherein the existing General Plan densities are preserved but flexibility is provided by allowing the clustering of units and combining of open space, recreation areas, and roadways under common ownership.” Pursuant to OMC Chapter 17.16.020, a Conditional Use Permit before the Planning Commission and City Council is required for a proposed PUD project, which may be located in any zone district zoned for residential use. Additionally, pursuant to OMC Chapter 17.16.040, a PUD shall be adopted by ordinance and indicated on the zoning map by the base zoning designation and the Conditional Use Permit number applicable to that PUD, via a Zone Change application.

Subdivision:

The project proposes subdividing the existing site into 14 new lots; 11 numbered lots for new residences and three letter lots for access, open space, and landscaping. The numbered lots will have an average lot area of 4,489 square feet and will be accessible by a private road that connects to Rancho Santiago Boulevard. The proposed lettered lots will be composed of the front yard setback areas, the private road, and common open space area. Gated access is not proposed.

Residential Homes and Private Road:

Each numbered lot will have a new 2-story single-family home with an attached 2-car garage and a private backyard. The buildings each maintain a 10-foot setback from the private road and 5-foot side yard setbacks. The homes will have the option of three conceptual floor plans with three bedrooms each and the ability to convert the den into a fourth bedroom. In addition to the required two parking spaces per unit, 17 guest spaces are provided through one space on the driveway for each property and 6 spots in the common open space area in the rear of the lot.

Landscaping and Common Space Area

The project also offers a shared common space with benches, a covered structure, and a grass field at the rear of the property. The common space will have pedestrian access through a walkway along the private road. The private road and common space comply with applicable development requirements, and the overall project site will be adequately maintained with shrubs and trees to enhance the visual impact of their intended use.

PROJECT ANALYSIS

Staff believe that the proposed infill residential development will be compatible with the scale, massing, orientation, and articulation of the surrounding neighborhood. The subdivision layout including proposed drive aisle, driveway, and garage orientations are similar to surrounding

residential areas. Each unit meets required off-street parking requirements, maintains 5-foot side yard setbacks for building separation, and the project's common open space area is located in the rear of the property to enhance privacy from the street.

The current parcel is an irregular lot measuring approximately 133 feet of street frontage along N Rancho Santiago and 626 feet in depth, currently designated R1-10. Under current zoning requirements, existing conditions would allow two single family units, as the street frontage would be the limiting factor. As such, the applicant proposes establishing a PUD designation, which would allow for the subdivision and construction of 11 units, enabling a creative way to maximize the usage of the land. The proposal of 11 units is also consistent with the density allowed under the General Plan designation of Low Density Residential. The new private road would allow each property to have street frontage and unobstructed access.

The development standards for a PUD remain consistent with the development standards of the R1-10 zoning code standards and also implement additional development standards such as setbacks to interior streets, building separation, landscaping, open space amenities, pedestrian paths, and private streets. Staff have reviewed and worked with the applicant to reach code compliance with the PUD development standards applicable to the proposed project.

The project design has been reviewed under the findings required by the Administrative Design Review findings set forth in the Municipal code and the Infill Design Guidelines. The surrounding neighborhood does not have any specific architectural style nor specific design guidelines. The proposed units will have a Mediterranean architectural style that includes stucco walls, tile roofs, wrought iron, and an asymmetrical layout. Three color plans are proposed, and all units will face the private drive. The project design upholds community aesthetics through the use of a consistent architectural design theme.

Planning Commission Review

On April 20, 2026, the Planning Commission conducted a public hearing for the project. Two public comments were posted on the City's website, and three community members spoke at the meeting. Written public comments from the April 20, 2026 meeting are included as Attachment 7.

Public Comments

Two community members spoke at the meeting in support of the project and stated the benefits of this type of development for the community in terms of new construction and availability of new single -family homes for younger people to be able to purchase in the City. Other general community concerns received in written comments included the existing condition and future improvements of fencing along the northern property line wall, operation of an existing church and commercial nursery adjacent to the project site, potential vector issues associated with rodent activity in the area, potential traffic congestion, and public right of way improvements.

Planning Commission Discussion

Planning Commission discussion included clarifications with staff regarding the public comments. The Planning Commission recommended approval of the project to the City Council by a 6-0-1 vote (Martinez absent), with no added conditions.

7. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project is consistent with the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR (Attachment 4). There is no environmental public review or notice required for this exemption.

8. ATTACHMENTS

- Attachment 1 Resolution No. 11709
- Attachment 2 Ordinance No. 12-26
- Attachment 3 Vicinity Map
- Attachment 4 Initial Study/CEQA Analysis Under CEQA Guidelines Section 15183
- Attachment 5 Project Plans
- Attachment 6 Planning Commission Staff Report dated April 20, 2026
- Attachment 7 April 20, 2026, Planning Commission minutes

Agenda Item

Orange City Council

Item #: 9.1. 7/14/2026 **File #:** 26-0273

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Director of Community Development**

1. SUBJECT

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2. SUMMARY

The proposed project would establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 14 lots: 11 numbered lots, each with a separate single-family home, and three lettered lots for front yard setback areas, a private road, and common open space area. The project will result in the construction of 11 new two-story single-family homes and shared common space. As part of this proposal, a zone change is requested from the existing zoning designation of Single Family Residential 10,000 sq. ft. (R1-10) to Single Family Residential 10,000 sq. ft. (R1-10 [PUD 3203]). (ZC No. 1318, TTM No. 0052, CUP No. 3203, DR No. 5119, and MNSP No. 1137).

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt City Council Resolution No. 11709, A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to establish an 11-unit planned unit development and subdivide a 2.02-acre parcel into 11 separate parcels located at 647 N. Rancho Santiago Boulevard.
3. Introduce and conduct First Reading of Ordinance No. 12-26. An Ordinance of the City Council of the City of Orange Approving Zone Change No. 1318 to change the zoning classification from Single Family Residential 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) on a 2.02-acre site located at 647 N. Rancho Santiago Boulevard.
4. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Economic Development and Achieve Fiscal Stability.

6. DISCUSSION AND BACKGROUND

The subject site is a single parcel and is a currently vacant and undeveloped irregularly shaped lot measuring 133 feet wide (street frontage along N. Rancho Santiago Boulevard) by 626 feet deep. Detailed information about the proposed development is provided in Attachment 6.

The proposed project includes the following components:

Planned Unit Development:

The project is proposed as a Planned Unit Development (PUD), defined by the Orange Municipal Code as “a development established to provide an alternative to standard residential development wherein the existing General Plan densities are preserved but flexibility is provided by allowing the clustering of units and combining of open space, recreation areas, and roadways under common ownership.” Pursuant to OMC Chapter 17.16.020, a Conditional Use Permit before the Planning Commission and City Council is required for a proposed PUD project, which may be located in any zone district zoned for residential use. Additionally, pursuant to OMC Chapter 17.16.040, a PUD shall be adopted by ordinance and indicated on the zoning map by the base zoning designation and the Conditional Use Permit number applicable to that PUD, via a Zone Change application.

Subdivision:

The project proposes subdividing the existing site into 14 new lots; 11 numbered lots for new residences and three letter lots for access, open space, and landscaping. The numbered lots will have an average lot area of 4,489 square feet and will be accessible by a private road that connects to Rancho Santiago Boulevard. The proposed lettered lots will be composed of the front yard setback areas, the private road, and common open space area. Gated access is not proposed.

Residential Homes and Private Road:

Each numbered lot will have a new 2-story single-family home with an attached 2-car garage and a private backyard. The buildings each maintain a 10-foot setback from the private road and 5-foot side yard setbacks. The homes will have the option of three conceptual floor plans with three bedrooms each and the ability to convert the den into a fourth bedroom. In addition to the required two parking spaces per unit, 17 guest spaces are provided through one space on the driveway for each property and 6 spots in the common open space area in the rear of the lot.

Landscaping and Common Space Area

The project also offers a shared common space with benches, a covered structure, and a grass field at the rear of the property. The common space will have pedestrian access through a walkway along the private road. The private road and common space comply with applicable development requirements, and the overall project site will be adequately maintained with shrubs and trees to enhance the visual impact of their intended use.

PROJECT ANALYSIS

Staff believe that the proposed infill residential development will be compatible with the scale, massing, orientation, and articulation of the surrounding neighborhood. The subdivision layout including proposed drive aisle, driveway, and garage orientations are similar to surrounding

residential areas. Each unit meets required off-street parking requirements, maintains 5-foot side yard setbacks for building separation, and the project's common open space area is located in the rear of the property to enhance privacy from the street.

The current parcel is an irregular lot measuring approximately 133 feet of street frontage along N Rancho Santiago and 626 feet in depth, currently designated R1-10. Under current zoning requirements, existing conditions would allow two single family units, as the street frontage would be the limiting factor. As such, the applicant proposes establishing a PUD designation, which would allow for the subdivision and construction of 11 units, enabling a creative way to maximize the usage of the land. The proposal of 11 units is also consistent with the density allowed under the General Plan designation of Low Density Residential. The new private road would allow each property to have street frontage and unobstructed access.

The development standards for a PUD remain consistent with the development standards of the R1-10 zoning code standards and also implement additional development standards such as setbacks to interior streets, building separation, landscaping, open space amenities, pedestrian paths, and private streets. Staff have reviewed and worked with the applicant to reach code compliance with the PUD development standards applicable to the proposed project.

The project design has been reviewed under the findings required by the Administrative Design Review findings set forth in the Municipal code and the Infill Design Guidelines. The surrounding neighborhood does not have any specific architectural style nor specific design guidelines. The proposed units will have a Mediterranean architectural style that includes stucco walls, tile roofs, wrought iron, and an asymmetrical layout. Three color plans are proposed, and all units will face the private drive. The project design upholds community aesthetics through the use of a consistent architectural design theme.

Planning Commission Review

On April 20, 2026, the Planning Commission conducted a public hearing for the project. Two public comments were posted on the City's website, and three community members spoke at the meeting. Written public comments from the April 20, 2026 meeting are included as Attachment 7.

Public Comments

Two community members spoke at the meeting in support of the project and stated the benefits of this type of development for the community in terms of new construction and availability of new single -family homes for younger people to be able to purchase in the City. Other general community concerns received in written comments included the existing condition and future improvements of fencing along the northern property line wall, operation of an existing church and commercial nursery adjacent to the project site, potential vector issues associated with rodent activity in the area, potential traffic congestion, and public right of way improvements.

Planning Commission Discussion

Planning Commission discussion included clarifications with staff regarding the public comments. The Planning Commission recommended approval of the project to the City Council by a 6-0-1 vote (Martinez absent), with no added conditions.

7. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project is consistent with the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR (Attachment 4). There is no environmental public review or notice required for this exemption.

8. ATTACHMENTS

- Attachment 1 Resolution No. 11709
- Attachment 2 Ordinance No. 12-26
- Attachment 3 Vicinity Map
- Attachment 4 Initial Study/CEQA Analysis Under CEQA Guidelines Section 15183
- Attachment 5 Project Plans
- Attachment 6 Planning Commission Staff Report dated April 20, 2026
- Attachment 7 April 20, 2026, Planning Commission minutes

RESOLUTION NO. 11709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING TENTATIVE TRACT MAP NO. 0052, CONDITIONAL USE PERMIT NO. 3203, DESIGN REVIEW NO. 5119, AND MAJOR SITE PLAN REVIEW NO. 1137, TO ESTABLISH AN 11-UNIT PLANNED UNIT DEVELOPMENT AND SUBDIVIDE A 2.02-ACRE PARCEL INTO 11 SEPARATE PARCELS LOCATED AT 647 N. RANCHO SANTIAGO BOULEVARD.

APPLICANT: RANCHO RIDGE, LLC – GEORGE KEITH MITCHELL, III

WHEREAS, the City Council has authority pursuant to Orange Municipal Code (OMC) Table 17.08.020 and Sections 17.10.030.D and 17.16.020 to approve Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 separate parcels each with a new single-family home, located at 647 N. Rancho Santiago Boulevard; and

WHEREAS, the application for Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, was filed by Rancho Ridge LLC – George Keith Mitchell, III, in accordance with the provisions of the OMC; and

WHEREAS, Zone Change No. 1318 to change the existing zoning designation of Single Family Residential 10,000 sq. ft. (R1-10) to Single Family Residential 10,000 sq. ft. (R1-10 [PUD 3203]) was filed concurrently; and

WHEREAS, the applications for Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, were processed in the time and manner prescribed by State and local law; and

WHEREAS, Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137 are exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project proposed is consistent with the existing general plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR. There is no environmental public review or notice required for this exemption; and

WHEREAS, on March 3, 2026, the City's interdepartmental Staff Review Committee completed its review of the project and recommended the applications proceed to the Planning Commission subject to conditions; and

WHEREAS, the Planning Commission conducted one duly advertised public hearing on April 20, 2026, at which time interested persons had an opportunity to testify either in support of,

or opposition to, the proposed Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, a request to subdivide an existing 2.02-acre vacant site to construct 11 detached two-story residential dwellings at 647 N. Rancho Santiago Boulevard, based on the following findings:

SECTION 1 – FINDINGS

General Plan Finding:

1. *The project must be consistent with the goals and policies stated within the City's General Plan.*

   The proposed project is consistent with the City's General Plan Land Use as the development of 11 new single-family residential units is on a previously vacant and underutilized site. The project remains compliant to the existing density allowed for the General Plan designation of Low Density Residential. This project will contribute to the goal of overall housing development and contribute to the economic health of the city by introducing new residents consistent with the Housing and Economic Development Elements of the General Plan.

Zone Change Findings:

1. *There are no required findings for a Zone Change since it is a legislative action.*

   The proposal for a zone change is a procedural action to revise the subject property's existing zoning designation of Residential Single Family 10,000 square feet to Residential Family Single Family 10,000 (PUD 3203). The zone change will not result in allowing different land uses and regulations for the subject site, and the General Plan land use designation will remain unchanged.

Tentative Tract Map Findings:

1. *The proposed division of land complies with all requirements of the Subdivision Map Act and Title 16, Subdivisions, of the Orange Municipal Code, and all other resolutions and ordinances of this City, including, but not limited to, requirements concerning area, improvements and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, public safety facilities and environmental protection.*

   The proposed Tentative Tract Map for 11 new single-family homes complies with the requirements of the Subdivision Map Act and Title 16, Subdivisions, of the Orange Municipal Code and all other resolutions and ordinances of this City. The Tentative Tract Map for 11 new single-family homes proposes to subdivide the property into 14 parcels. Three of the parcels will serve as reciprocal access easements through a private driveway, pedestrian sidewalk, and shared open space The other 11 parcels will serve each proposed single-family

home. Planning requirements related to area, improvements and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, public safety facilities and environmental protection have been addressed either via project design components shown on the proposed plans or through conditions of approval. Therefore, the project meets this finding.

Conditional Use Permit Findings:

1. *A Conditional Use Permit shall be granted upon sound principles of land use and in response to services required by the community.*

   The granting of this Conditional Use Permit is based upon sound principles of land use and in response to services required by the community. Consideration has been given as to whether the proposed use will detrimentally affect adjacent land uses. The new units will not detrimentally affect the surrounding land uses as the area is a single-family residential neighborhood and the proposed number of units fits within the allowed density under the General Plan.

2. *A Conditional Use Permit shall not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*

   The request to have 11 single-family units at the proposed location is not anticipated to have any adverse effects to bordering land uses or create special problems, because the site is located within the Residential Single Family 10,000 square feet (R1-10) zoning district, which is intended to have residential land uses.

3. *A Conditional Use Permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is located.*

   The proposed 11 single family homes will follow the existing community patterns of the neighborhood as a single-family residential community. The project includes a private road and shared parking to be maintained by an established Homeowner's Association (HOA) which will remediate the additional parking demand.

4. *A Conditional Use Permit, if granted, shall be made subject to those conditions necessary to preserve the general welfare, not the individual welfare of any particular applicant.*

   All project conditions maintain a purpose of preserving the general welfare of the City and community. Conditions specifically serve to manage project construction impacts, provide for site maintenance, address water quality, accommodate disabled person site access, protect or improve the public right-of-way, protect or improve utilities and accommodate aesthetics.

Planned Unit Development Findings:

1. *The project conforms to the general plan in regard to land use designation and density.*

The proposed project conforms to the General Plan land use designation of Low Density Residential 2-6 du/ac. The 11 proposed units comply with the density allowed.

2. *The project utilizes creative and imaginative planning and design features to create a quality living environment, equal to or better than what might be accomplished under the base zone designation.*

   The proposed project allows for a higher quality project than what could be accomplished under the existing zone due to the amount of street frontage the existing lot has. Under the base zone designation, a maximum of two units would be possible due to code requirements. By establishing a PUD, the project can maximize the potential for housing on the parcel by creating a private road, guest parking spaces, and a shared common area. This project also establishes a consistent design theme for all the proposed units which will enhance the neighborhood appearance.

3. *The project preserves unique physical, topographical or environmental features, where applicable.*

   The site does not have unique physical, topographical, or environmental features.

Design Review Findings:

1. *The project design upholds community aesthetics through the use of an internally consistent, integrated design theme and is consistent with all adopted specific plans, applicable design standards and their required findings.*

   The subject property is not located within any specific plan area nor does it have applicable design standards. However, the project proposes a consistent Mediterranean design theme for all the proposed units. The scale and massing of the proposed units also match the neighborhood as the existing neighborhood has multiple single- and two-story single-family homes.

Major Site Plan Review Findings:

1. *The project design is compatible with surrounding development and neighborhoods.*

   The surrounding development consists of residential and residential adjacent uses. The proposed project will provide new landscaping and additional single-family housing to the residential neighborhood.

2. *The project conforms to City development standards and any applicable special design guidelines or specific plan requirements.*

   The project complies with the City's development standards for Residential Single Family 10,000 square feet zoning and the Planned Unit Development standards.

3. *The project provides for safe and adequate vehicular and pedestrian circulation, both on and off site.*

   The project proposes an open-access private road from N. Rancho Santiago Boulevard to be maintained by an established HOA which provides access to each single-family unit. Each unit will have two enclosed parking spaces and a driveway for one additional guest parking space. The site also offers an additional six parking spaces at the end of the private road with a pedestrian sidewalk to access them. The proposal of the private road will not deteriorate the existing area and ample parking is provided.

4. *City services are available and adequate to serve the project.*

   A review of the project with all City departments concludes that City services will be available and adequate to serve this site, including water, sewer, police and fire services.

5. *The project has been designed to fully mitigate or substantially minimize adverse environmental effects.*

   No environmental effects have been identified for the project. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project proposed is consistent with the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR.

SECTION 2 – ENVIRONMENTAL REVIEW

The proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project proposed is consistent with the existing general plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR. There is no environmental public review or notice required for this exemption.

SECTION 3 – APPROVAL AND CONDITIONS OF APPROVAL

The city Council hereby imposes the following conditions for Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137:

General Conditions:

1. This project is approved as a precise plan. All work shall conform in substance and be maintained in general conformance with the plans (date stamped approved April 6, 2026, and in the project case file), including modifications required by the conditions of approval, and as recommended for approval by the Planning Commission. After the application has been approved, if changes are proposed regarding the location or alteration of any use or structure, a changed plan may be submitted to the Community Development Director for approval. If the

Community Development Director determines that the proposed change complies with the provisions and the spirit and intent of the approval action, and that the action would have been the same for the changed plan as for the approved plan, the Community Development Director may approve the changed plan without requiring a new public meeting. If the Community Development Director determines that any proposed change is substantial, he may refer the plans to the Planning Commission for subsequent review and determination.

2. The applicant agrees, as a condition of City's approval of Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, to indemnify, defend, and hold harmless, at applicant's expense, the City, its officers, agents, and employees ("City") from and against any claim, action or proceeding brought against the City, including, but not limited to, any claim, action or proceeding commenced within the time period provided in Government Code Section 66499.37 to attack, review, set aside, void or annul the City's approval, to challenge the determination made by the City under the California Environmental Quality Act ("CEQA") or to challenge the reasonableness, legality or validity of any condition attached hereto. City shall promptly notify applicant of any such claim, action or proceeding to which the City receives notice and to cooperate fully with the applicant in the defense thereof. Applicant shall reimburse the City for any and all costs and expenses, including, but not limited to, court costs and attorney's fees that the City may be required to pay, including any expenses ordered by a court or expenses incurred through the Office of the City Attorney in connection with said claim, action or proceeding. City may, in its sole discretion, participate in the defense of any claim, action or proceeding but such participation shall not relieve applicant of the obligations of this condition. In the event the applicant is required to defend City in connection with such claim, action or proceeding, City shall have the right to approve counsel to so defend the City, approve all significant decisions concerning the manner in which the defense is conducted and approve any all settlements, which approval(s) shall not be unreasonably withheld. The obligations set forth herein remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgment rendered in the proceeding. Further, applicant agrees to indemnify, defend and hold harmless the City for all costs and expenses incurred in enforcing this provision.

3. The applicant shall comply with all federal, state, and local laws, including all City regulations. Violation of any of those laws in connection with the use may be cause for revocation of this permit.

4. The final approved conditions of approval shall be reprinted on the construction documents when submitting to the Building Division for the plan check process.

5. Building permits shall be obtained for all construction work, as required by the City of Orange, Community Development Department's Building and Safety Services. Failure to obtain the required building permits may be cause for revocation of this entitlement.

6. In conjunction with construction, all activity will be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday. No construction activity will be permitted on Sundays and Federal holidays.

7. Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137 shall become void if not vested within two years from the date of approval. Time extensions may be granted as specified in Title 17 of the Orange Municipal Code.

Planning Division:

8. A community association or other means acceptable to the City must be established to maintain all commonly held property. Copies of conditions, covenants and restrictions that will apply to the proposed development shall be submitted to the Community Development Department and City Attorney for review prior to the issuance of the building permit for the project.

Police Department:

9. Security and design measures that employ defensible space concepts shall be utilized in development and construction plans. These measures incorporate the concepts of Crime Prevention through Environmental Design (CPTED), which involves considerations such as placement and orientation of structures, access and visibility of common areas, placement of doors, windows, addressing, and landscaping. CPTED promotes public safety, physical security and allows citizens the ability to monitor activity. It is based on five concepts to provide non-invasive and permanent measures to prevent and reduce crime: territoriality, natural surveillance, access control, activity support, and maintenance. The project shall also comply with the requirements contained in the City of Orange Municipal Code Chapter 15.52, Building Security Construction Standards reference Ordinance #6-22.

Fire Department:

10. Onsite fire department access will require easement recording prior to issuance of Rough Grading Permit and shall be reviewed by Fire prior to approval.

11. Structures are within the Very High Fire Hazard Severity Zone. Precise Fuel Modification plans will be required at Building plan submittal. A fire behavior analysis will be required when structure cannot meet prescriptive code requirement of 170 feet total distance of combined zones. Visit orangecityfire.org for the Vegetation Management Guideline.

12. Onsite fire department access will require reciprocal easement recording prior to issuance of Rough Grading Permit and shall be reviewed by Fire prior to approval. The easement shall include reciprocal access amongst all properties. Recording shall include a Declaration of Restrictions in perpetuity, to include impact and liability being created by the shared obligation of all property owners and future individuals with interest to each property. All maintenance of, including but not limited to roadways, utility mains, fire lane signage, markings, fire lines, fire hydrants testing and service, and all equipment thereto within the reciprocal easement.

13. Onsite fire hydrants required to comply with CFC Chapter 5.

Building Division:

14. Provide on-site fire hydrants and mains capable of supplying the required fire flows. The hydrant model and on-site locations shall be approved by the Fire Department and have a three foot minimum clearance around the circumference of the fire hydrant.

Subdivision:

15. All works within public right-of-way and public utility easements will require Encroachment Permits, including sidewalk and driveway constructions and utility main and lateral constructions.

16. All public infrastructures, including street sections, sidewalk, driveway apron, and utilities shall comply with City of Orange Standard Plans and Specifications.

17. Utilities serving the development, such as electric, cable television, street lighting and communication shall be installed underground, completed and approved by the appropriate utility provider.

18. Driveway aprons shall conform to Public Works Standard Plan 116A for residential driveway with ADA accessibility.

19. The developer shall be required to upgrade existing sidewalks to meet current standard along N. Rancho Santiago Blvd. per City of Orange Engineering Standard Plan 118.

20. Sanitary sewer system connecting from the buildings to public mainline shall be private and maintained by the property owner

21. Pavement restorations on streets, under Moratorium or with a Pavement Condition Index of 75 or greater, shall be done per Instruction 15 of the Encroachment Permit.

22. The applicant shall submit a grading plan in compliance with City standards for review and approval by the Public Works Director. All grading and improvements on the subject property shall be made in accordance with the Manual of Grading and Standard Plans and Specifications to the satisfaction of the Public Works Director. The applicant may be required to include Phased Erosion and Sediment Control Plans, Site Demolition Plan, and Utility Plan as parts of the grading plan

23. Prior to grading permit issuance, the project proponent shall complete a right-of-way dedication with Public Works Department for an additional 6 feet of street frontage along N. Rancho Santiago Blvd.

24. A Hydrology Study/Report or Drainage Assessment Letter shall be submitted for review and approval by Public Works. The Hydrology Study/Report shall comply with the Orange County Hydrology Manual and Addenda (OCHM). Design Storm Frequency at a minimum, shall be 10-year storm (25-year in a sump condition), and a 100-year storm event. Proposed

improvements shall comply with freeboard requirements per OCHM and County Local Drainage Manuals.

25. Site grading shall conform to the latest California Building Code Section 1804. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of 5% for pervious surfaces, and 2% for impervious surfaces, at a minimum distance of 10 feet.

26. The contractor shall obtain a Grading Permit from Public Works Department prior to start of any site demolition, clearing and grubbing, and grading.

27. Any soil imported or exported shall require a Transportation Permit from Public Works Traffic Division.

28. Upon submittal of grading plan for plan check, the applicant shall a deposit to cover plan check and inspection services related to the grading activities.

29. The grading plan shall detail all of the locations where retaining walls will be constructed. Geometric detail of retaining walls shall be shown on the grading plan, including material type, dimensions, backfill, and subdrains. A building permit is also required for retaining walls over 4 feet in height measured from the bottom of the footing to the top of the wall prior to construction. Structural details and design calculations shall be submitted as a separate document and will be reviewed and permitted by City Building Division.

30. Any grading outside of the owner's property boundary shall require the applicant to either obtain a temporary construction easements or permission by adjacent property owners in a form suitable to the Public Works Director.

31. Show all structural BMPs for water quality purpose on Grading Plan. Water quality features shown on the Grading Plan must match WQMP.

32. Prior to building foundation construction, a Certificate Letter of Line and Grade shall be submitted to Public Works Construction Inspector demonstrating that the site grading and pad elevation are completed according to the grading plan.

33. Arborist report and tree removal permit will be required prior to any tree removal.

34. Prior to issuance of building permits, the applicant shall submit an address number request, including an addressing plan, to Public Works Department for review and approval.

Water:

35. Prior to approval of the water improvement plan, the applicant must satisfy all water construction bond requirements for the installation of the public water system improvements as determined by the Water Division.

36. Prior to approval of a water improvement plan, the applicant must satisfy all water main connection, plan check, and inspections charges as determined by the Water Division.

37. Prior to issuance of building permit, for the first phase of work, the applicant will be responsible for obtaining approval of all necessary encroachment permits from affected agencies for all public water construction work.

38. Prior to issuance of any grading permit or building permit, the applicant must submit improvement plans to the Water Division for review and approval for any new fire hydrants, domestic water services, fire services, landscape services, backflow prevention devices, and any other proposed improvements or relocations affecting the public water system facilities.

39. Prior to issuance of building permit, construction documents must show that permanent signs, awning, surface water quality management features or other structures are not built over water mains, laterals, services, meters, or fire hydrants as required by the Water Division.

40. Prior to issuance of building permit, the applicant must submit construction documents that show that an eight-foot minimum clearance is provided between City water mains, laterals, services, meters, fire hydrants, signs, or trees or other substantial shrubs and plants as required by the Water Division. The Water Division will review and approve the construction documents.

41. Prior to issuance of building permit, the applicant must submit construction documents must show that a six foot minimum horizontal clearance and a one foot minimum vertical clearance would be maintained between City water mains, laterals, services, meters, fire hydrants and all other utilities except sewer. The Water Division will review and approve the construction documents.

42. Prior to issuance of building permit, the applicant must submit construction documents must show that the installation of sewer mains in the vicinity of water mains is done per the Department of Public Works Water Division Standard No. 113 and will be approved by the Water Division.

43. Prior to issuance of building permit, the Water Division will approve the type and location of landscaping services, fire services, and backflow prevention devices for proposed City services.

44. Prior to issuance of certificate of occupancy, the applicant will be responsible for the installation of necessary fire hydrants and fire services as approved by the Fire Department and Water Division.

45. To meet the required fire flow demands, commercial and industrial areas with 6-inch diameter water mains or smaller will be upgraded to 10 or 12-inch diameter water mains. Similarly, in residential areas, 4-inch diameter water mains will be upgraded to 8-inch diameter water mains.

46. Prior to issuance of any grading permit or building permit, the applicant will be responsible for the installation and/or relocation of the proposed or existing public water system facilities to a location and of a design per the improvement plans approved by the Water Division.

47. Prior to issuance of any grading permit, the applicant must construct all public and/or private improvements to the satisfaction of the Water Division. The applicant may be required to enter into an agreement with the City of Orange, and post security in a form and amount acceptable to the City Engineer and/or Water Division to ensure construction of said improvements.

48. Prior to issuance of certificate of occupancy, the applicant must furnish and install individual pressure regulators on new services where the incoming pressure exceeds eighty pounds per square inch.

49. Prior to issuance of encroachment permit, the applicant must prepare and provide product material submittals consistent with the water improvement plans for all proposed public water system facilities to the Water Division per the City of Orange Standard Specifications and Plans For the Construction of Water System for review and approval.

50. Plans submitted during plan check must show that the minimum separation requirements are met and that each of the various designer's plan sets match. The applicant's consultant preparing the improvement and utility plans must coordinate their plans with the consultants preparing the landscape, architectural, surface water quality management, fire master and/or fire suppression plans so that all designs are consistent.

51. Plans submitted during plan check must show that the water improvement plans are consistent with the fire suppression plans and or fire master plan. The applicant's consultant preparing the water improvement plans must coordinate their plans with the consultant preparing the fire suppression plans and/or fire master plan so that their designs concur.

Water Quality:

52. Prior to recordation of the final map, a copy of the project's CC&Rs shall be provided to the Public Works Department for review and approval that includes requirements for maintenance and funding of the project's structural and treatment water quality best management practices as approved by the City in the project's WQMP.

53. Prior to issuance of grading permits the applicant shall demonstrate that coverage has been obtained under the State's General Permit for Storm water Discharges Associated with Construction Activity (Construction General Permit) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing. A copy of the current SWPPP required by the General Permit shall be kept at the project site and be available for review by City representatives upon request.

54. The project applicant shall maintain all structural, treatment and low impact development BMPs at the frequency specified in the approved WQMP. Upon transfer of ownership or management responsibilities for the project site, the applicant shall notify the City of Orange Public Works Department of the new person(s) or entity responsible for maintenance of the BMPs.

55. Prior to issuance of grading permits the applicant shall submit a Priority Project WQMP for review and approval to the Public Works Department that:

    A. Prioritizes the use of Low Impact Development principles as follows: preserves natural features; minimizes runoff and reduces impervious surfaces; and utilizes infiltration of runoff as the method of pollutant treatment. Infiltration BMPs to be considered include the use of permeable materials such as concrete and concrete pavers, infiltration trenches, infiltration planters, and other infiltration BMPs as applicable,
    B. Incorporates the applicable Site Design, Routine Source, Structural Control and Low Impact BMPs as defined in the Model Water Quality Management Plan and Technical Guidance Document,
    C. Maintains the hydrologic characteristics of the site by matching time of concentration, runoff, velocity, volume and hydrograph for a 2-year storm event,
    D. Minimizes the potential increase in downstream erosion and avoids downstream impacts to physical structures, aquatic and riparian habitat,
    E. Generally describes the long-term operation and maintenance requirements for structural and Treatment Control BMPs,
    F. Identifies the entity or employees that will be responsible for long-term operation, maintenance, repair and or replacement of the structural and Treatment Control BMPs and the training that qualifies them to operate and maintain the BMPs,
    G. Describes the mechanism for funding the long-term operation and maintenance of all structural and Treatment Control BMPs,
    H. Includes a copy of the forms to be used in conducting maintenance and inspection activities,
    I. Meets recordkeeping requirements (forms to be kept for 5 years).
    J. Includes a copy of the form to be submitted annually by the project owner to the Public Works Department that certifies that the project's structural and treatment BMPs are being inspected and maintained in accordance with the project's WQMP.

56. Prior to issuance of certificates for use and occupancy, the applicant shall demonstrate the following to the Public Works Department:

    A. That all structural and treatment control best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with the approved plans and specifications,
    B. That the applicant is prepared to implement all non-structural BMPs described in the Project WQMP,
    C. That an adequate number of copies of the project's approved final Project WQMP are available for the future occupiers.

57. Prior to issuance of certificates for use of occupancy or final signoff by the Public Works Department, the applicant shall demonstrate to the satisfaction of Public Works, that the preparer of the WQMP has reviewed the BMP maintenance requirements in Section V of the WQMP with the responsible person and that a copy of the WQMP has been provided to that person. A certification letter from the WQMP preparer may be used to satisfy this condition.

58. Prior to issuance of building permits, the applicant shall review the approved Water Quality Management Plan (WQMP) and grading plan to ensure the structure's downspouts or drainage outlet locations are consistent with those documents. Copies of the building or architectural plans specifically showing the downspouts and drainage outlets shall be submitted to the Public Works Department for review.

Traffic:

59. In addition to other impact fees that may be applicable, the proposed project may be responsible for paying Transportation Systems Improvement Program (TSIP) fees based on the net increase trips (100 daily vehicles), that will be required to be paid prior to Certificate of Occupancy.

60. The fees are calculated based on the additional traffic added to the local circulation system from a proposed project.

61. In addition to other impact fees that may be applicable, the proposed project will be responsible for paying Transportation Corridor Agencies (TCA) fees, prior to Certificate of Occupancy, based on a net increase of residential units with a greater than 750 square foot footprint. For more information on TCA fees, and what fees will apply please visit the Development Impact Fee Program website: https://thetollroads.com/about/about-tca/development-impact-fee-program/

ADOPTED this _____ day of July 2026

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of July 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 12-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING ZONE CHANGE NO. 1318 TO CHANGE THE ZONING CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL 10,000 SQUARE FEET (R1-10) TO SINGLE FAMILY RESIDENTIAL 10,000 SQUARE FEET – PUD NO. 3203 (R1-10 [PUD 3203]) ON A 2.02-ACRE SITE LOCATED AT 647 N. RANCHO SANTIAGO BOULEVARD

ZONE CHANGE NO. 1318
APPLICANT: GEORGE KEITH MITCHELL, III, RANCHO RIDGE, LLC

WHEREAS, the City Council has authority per Orange Municipal Code ("OMC") Section 17.10.020 and Government Code Section 65850 to adopt ordinances amending the City's Zoning Ordinance and to approve Zone Changes; and

WHEREAS, the application for Zone Change No. 3203 was filed by Ranch Ridge, LLC, George Keith Mitchell, III, in accordance with the provisions of the OMC for a proposal to revise the subject property's existing zoning designation of Residential Single Family 10,000 square feet to Residential Single Family 10,000 – PUD 3203) ("Project"); and

WHEREAS, the application for Zone Change No. 3203 was processed in the time and manner prescribed by state and local law; and

WHEREAS, applications for Tentative Tract Map No. 0052, Conditional Use Permit No. 3202, Design Review No. 5119, and Major Site Plan Review No. 1137 were filed concurrently with Zone Change No. 3203; and

WHEREAS, the City Council adopted Resolution No. 11709, finding the proposed project exempt from the provisions of the California Environmental Quality Act (CEQA), and approving Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3202, Design Review No. 5119, and Major Site Plan Review No. 1137 for a proposal to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 separate parcels each with anew single-family home, located at 647 N. Rancho Santiago Boulevard ("Project"); and

WHEREAS, the Planning Commission conducted a duly advertised public hearing on April 20, 2026, considered public comments, and recommended approval of the project by a 6-0 vote, including Zone Change No. 3203, to the City Council; and

WHEREAS, the City Council conducted a duly advertised public hearing on July 14, 2026, at which time interested persons had an opportunity to testify either in support of or opposition to the project, including Zone Change No. 3203.

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

SECTION I:

The existing zoning is depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference. Section 17.06.030 of the Orange Municipal Code is amended in order to change the zoning classification by amending the zoning on the site as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION II:

1. The proposed Zone Change from Residential Single Family 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet – PUD No. 3203 (R1-10 [PUD 3203]) is consistent with the current Low Density Residential General Plan (LDR) land use designation, as required by law (Government Code Section 65860).

2. Table LU-3 in the General Plan Land Use Element indicates that the R1-10 residential zoning district is compatible with the LDR General Plan land use designation.

3. The R1-10 zoning and implementation of a Planned Unit Development allows for a more appropriate and scaled single-family residential development and physical development conditions that are generally compatible with the Single Family Residential 10,000 square foot (R1-10) zoning to the north and south, and Residential Single Family 6,000 square foot (R1-6) zoning to the east, and west across North Rancho Santiago Boulevard, which accommodates single-family residential uses. The zoning supports the pattern of residential development on all nearby surrounding property.

SECTION III:

The proposed Zone Change described in Section I is related to the public welfare, is consistent with the accompanying Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Minor Site Plan Review No. 1137, filed herewith, and furthers the objectives and policies of the General Plan as is more specifically set forth in Resolution No. 11709, which is incorporated by reference as though fully set forth herein.

The proposed Zone Change from Residential Single Family 10,000 square feet (R1-10) to Single Family Residential 10,000 square feet – PUD No. 3203 (R1-10 [PUD 3203]) would make the proposed zoning classification consistent with the proposed General Plan land use designation. The Project would meet all development standards for the R1-10 zone.

SECTION IV:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project is consistent with

the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR, and no environmental public review or notice is required for this exemption.

SECTION V:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VI:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from the date of adoption.

ADOPTED this _____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

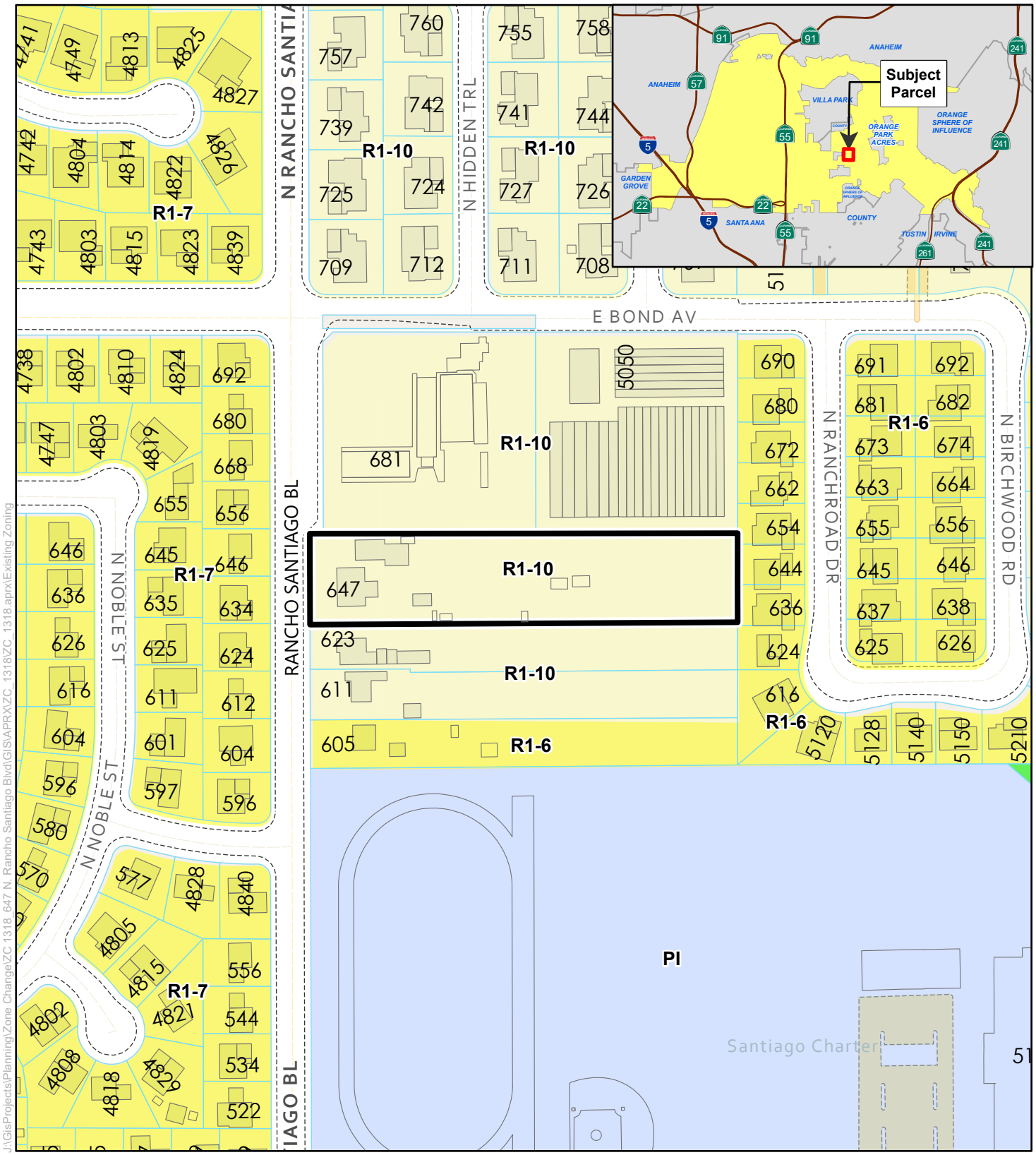
I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 14th day of July, 2026, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2026 and was duly passed and adopted by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT "A"

EXISTING ZONING MAP



City of Orange
Geographic Information System

Legend

- Parcels
- Subject Parcel

Zone Change: No. 1318
Address: 647 N. Rancho Santiago Blvd.
Existing Zoning: R1-10

N
W E
S

0 100 200 Feet

6/30/2026

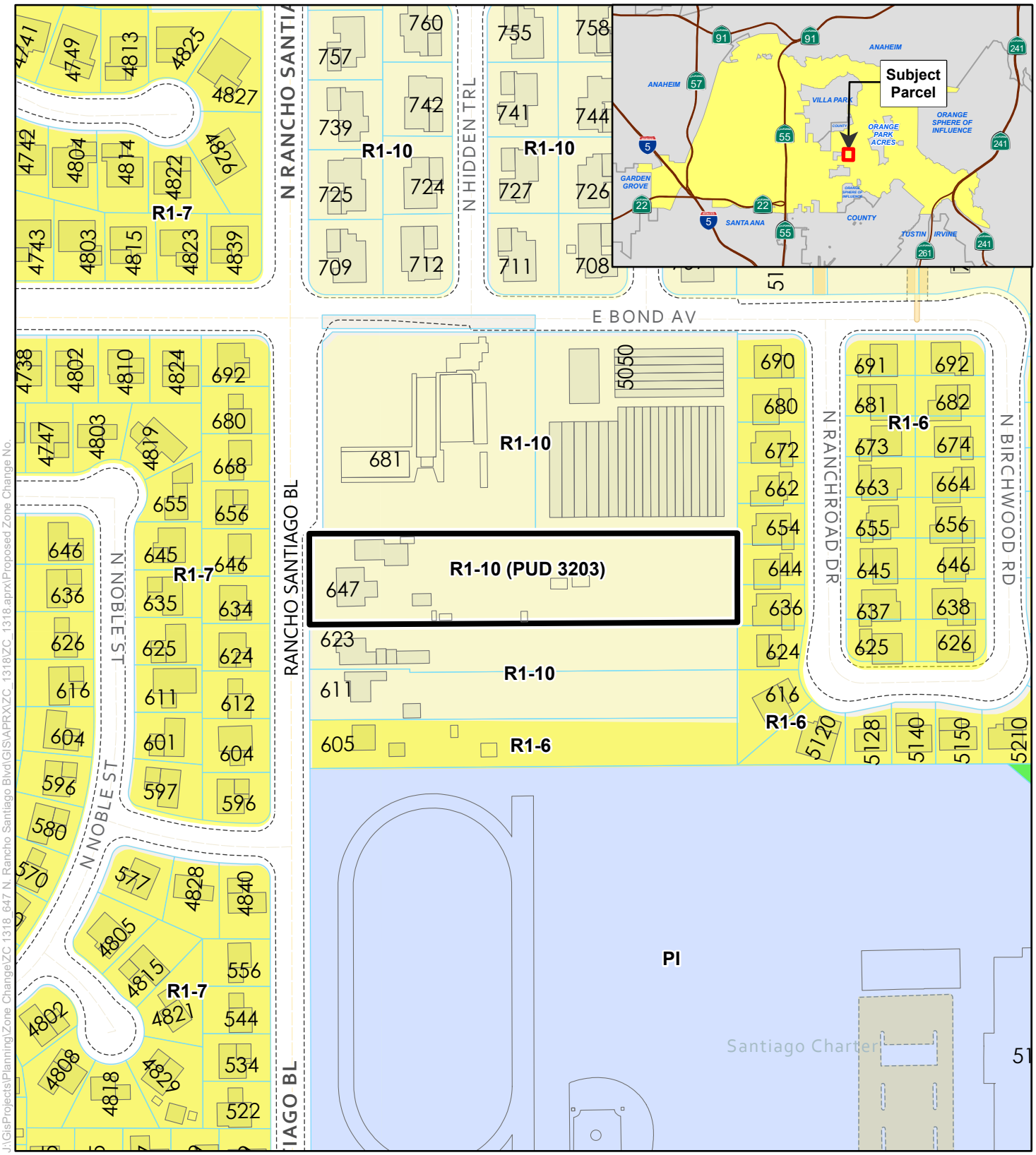
Source: City of Orange (2026)

647 N. RANCHO SANTIAGO BOULEVARD

EXISTING ZONING

EXHIBIT B

PROPOSED ZONING MAP



City of Orange
Geographic Information System

Legend

- Parcels
- Subject Parcel

N
W E
S

0 100 200 Feet

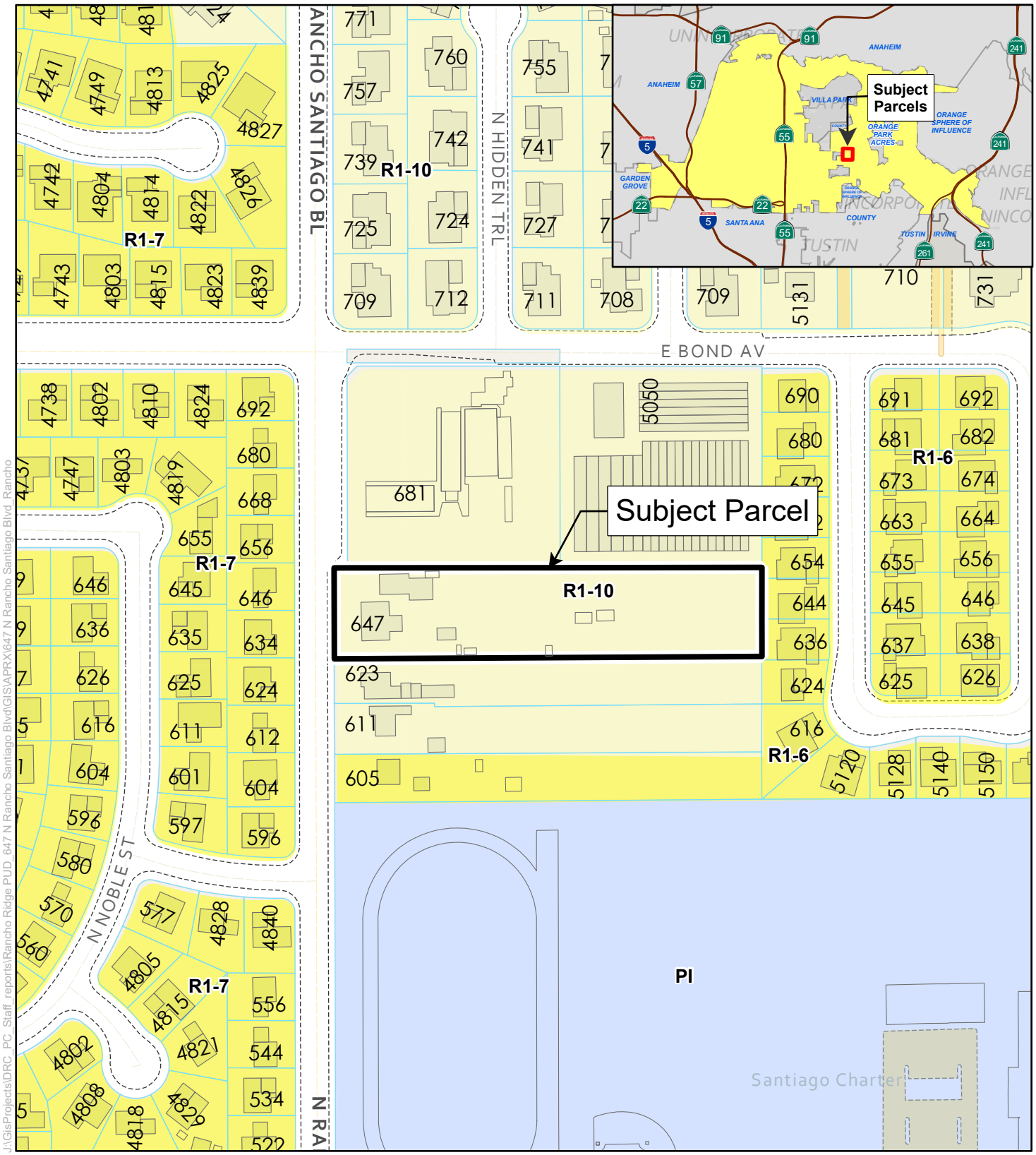
6/30/2026

Source: City of Orange (2026)

Zone Change: No. 1318
Address: 647 N. Rancho Santiago Blvd.
Existing Zoning: R1-10
Proposed Zoning: R1-10 (PUD 3203)

647 N. RANCHO SANTIAGO BOULEVARD

PROPOSED ZONING



City of Orange
Geographic Information System

Legend
- Parcels
- Subject Parcels

Zoning:
- PI
- R1-6
- R1-7
- R1-10
- R1-15
- R1-20

N W E S

0 100 200 Feet

3/24/2026

Source: City of Orange (2026)

Project Number: ZC-1318
Address: 647 N Rancho Santiago Blvd
Zoning: R1-10

647 N RANCHO SANTIAGO BLVD

VICINITY MAP

SAGECREST
PLANNING + ENVIRONMENTAL

INITIAL STUDY/CEQA ANALYSIS UNDER CEQA GUIDELINES §15183

RANCHO RIDGE RESIDENTIAL

647 N Rancho Santiago Blvd

Orange, CA 92869

February 12, 2026

27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675
www.sagecrestplanning.com

City of Orange

Initial Study/CEQA Analysis Under CEQA Guidelines §15183
for the

Rancho Ridge Residential Development Project
(Tentative Tract Map No. 0052-23, Conditional Use Permit No. 3203-23, Major Site Plan Review No. 1137-23, and Design Review No. 5119-23)

Prepared for

City of Orange
Community Development
Planning Division
300 E. Chapman Avenue
Orange, CA 92866

Contact:
Applicant
Rancho Ridge, LLC
11625 Wander Lane
Dallas, Texas 75230

Prepared By

SAGECREST
PLANNING + ENVIRONMENTAL

27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
949.996.7243
Contact: David Blumenthal, AICP

February 12, 2026

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APPENDICES*

Appendix A – *Rancho Ridge Infill Project Air Quality, Global Climate Change, and Energy Impact Study, Ganddini Group, Inc. March 31, 2023*

Appendix B – *Rancho Ridge Infill Project Biological Technical Report,* Noreas, January 2023

Appendix C – *Rancho Ridge Infill Project Transportation Study Screening Assessment*, Ganddini Group, Inc., February 12, 2026

Appendix D – *Preliminary Geotechnical Investigation, Proposed Residential Development 647 North Rancho Santiago Boulevard,* Albus & Associates, August 2022

Appendix E – *Phase I Environmental Site Assessment – 647 North Rancho Santiago Boulevard,* Partner Engineering and Science, March 5, 2021

Appendix F – *Preliminary Hydrology Analysis for Rancho Ridge Tentative Tract Map No. 19279,* Hunsaker & Associates, Inc., May 15, 2024

Appendix G – *Preliminary Water Quality Management Plan – Rancho Ridge – Tentative Parcel Map No. 19279,* Hunsaker & Associates, Inc., March 23, 2023

Appendix H – *Noise Impact Analysis Rancho Ridge Infill Project,* Ganddini Group, Inc., March 27, 2023

Appendix I – *Fire Behavior Modeling Summary*, Dudek, August 2025

Appendix J – *Conceptual Fuel Modification Plan*, Dudek, August 2025

*Please note that the technical studies appended in this document were prepared with a previous scope of 13 single-family dwelling units instead of 11 single-family dwelling units. While the appendices referenced indicate analysis based on units that exceed the currently proposed 11 units, the appendices' analyses are still applicable to the Proposed Project. The Proposed Project consists of fewer dwelling units than originally evaluated. Therefore, the Proposed Project is not expected to result in any new or more substantial impacts than what was previously analyzed for the larger scope of work.

ACRONYMNS

Acronym	Definition
AB 32	Assembly Bill 32
AB 52	Assembly Bill 52
AER	Annual Emission Reporting
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
AFY	Acre Feet Per Year
AQMP	Air Quality Management Plan
APE	Area of Potential Effect
APN	Assessor Parcel Number
BMPs	Best Management Practices
CAAQS	California Ambient Air Quality Standards
CARB	California Air Resources Board
CDF	California Department of Finance
CDFW	California Department of Fish and Wildlife
CERCLA	Comprehensive Environmental Response, Compensation, & Liability Act
CEQA	California Environmental Quality Act
City	City of Orange
CNEL	Community Noise Equivalent Level
CO	Carbon Monoxide
CRHR	California Register of Historic Resources
CVC	California Vehicle Code
dBA	A-Weighted Decibels
DIF	Development Impact Fees
DF	Design Features
DOSH	California Division of Safety and Health
DPM	Diesel Particulate Matter
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FAR	Floor Area Ratio
FEMA	Federal Emergency Management Agency
FMMP	Farmland Mapping Management Program
GHG	Greenhouse Gas
GP PEIR	City of Orange General Plan Program Environmental Impact Report
HCP	Habitat Conservation Plan
gpd/acre	Gallons per Day per Acre
ITE	Institute of Transportation Engineers
LID	Low Impact Design

LOS	Level of Service
LST	Localized Significance Threshold
mgd	Millions of Gallons per Day
MMRP	Mitigation Monitoring and Reporting Program
MRZ	Mineral Resources Zone
MS4	Municipal Separate Storm Water Sewer System
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCCP	Natural Communities Conservation Plan
ND	Negative Declaration
NO2	Nitrogen Dioxide
NOx	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
OGP	Orange General Plan
OSHA	Occupational Safety and Health Administration
Pb	Lead
PM-2.5	Particulate Matter Less Than 2.5 Microns in Diameter
PM-10	Particulate Matter Less Than 10 Microns in Diameter
PRIMMP	Paleontological Resource Impact Mitigation Monitoring Program
RCRA	Resource Conservation and Recovery Act
RTP	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SB 100	Senate Bill 100
SARWQCB	Santa Ana Regional Water Quality Control Board
SGMA	Sustainability Groundwater Management Act
SF	Square Feet
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SLF	Sacred Lands File
SO2	Sulfur Dioxide
SO_x	Sulfur Oxide
SRA	Source Receptor Areas
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TIA	Traffic Impact Analysis
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compounds
USDA-NRCS	U.S. Department of Agriculture, Natural Resources Conservation Service
UWMP	Urban Water Management Plan

1. INTRODUCTION

1.1. Purpose and Background

Rancho Ridge, LLC. (Applicant) proposes to establish a Planned Unit Development (PUD) and to subdivide the lot into 11 parcels, each improved with a single-family residence with attached private garages and driveways. Additional improvements would include private and common usable open space and landscaping as well as a twenty-five-foot-wide interior street, giving access throughout the site (Proposed Project). The Proposed Project is located at 647 N. Rancho Santiago Blvd. and consists of a total land area of 1.92-acres (APN 379-301-05). The Project Site is zoned for Single-Family Residential (R-1-10) and has a General Plan land use designation for Low Density Residential.

The Project Site is designated as Low Density Residential by the Orange General Plan (OGP) and is zoned R-1-10. The Project proposes a Conditional Use Permit to establish a Planned Unit Development (PUD), which includes a Zone Change to update the zoning designation from R-1-10 to R-1-10 (PUD), a Major Site Plan Review, a Design Review, and a Tentative Tract Map to allow the Project Site to be subdivided into 11 residential parcels and three common area lots. The Proposed Project would be consistent with Land Use Policy 1.3, "Provide a range of housing densities and types to meet the diverse needs and lifestyles of residents" by allowing a housing density that is consistent with the neighborhood and adding new units to the City's housing stock. The Proposed Project is subject to the approval of the following entitlements:

- Approval of Tentative Tract Map No. 0052-23 to split existing parcel into 11 parcels (APN 379-301-05)
- Approval of Zone Change
- Approval of Conditional Use Permit No. 3203-23
- Approval of Major Site Plan Review No. 1137-23
- Approval of Design Review No. 5119-23

The Proposed Project includes the construction of 11 single-family detached dwellings each with an attached garage and driveway, associated landscaping and common and private open space. The Project Site would be developed on 1.92 acres with a density of 5.7 dwelling units per acre (du/ac). Six of the eleven units would consist of three bedrooms, 3 bathrooms, and would be approximately 2,425 square feet. Five of the eleven units would consist of three bedrooms, a loft, 2.5-3.0 bathrooms, and would be approximately 2,724 square feet. Each unit would provide two covered parking spaces in attached garages, totaling 22 covered parking spaces for the Project. The Proposed Project would also provide 17 guest parking spaces for the entire site, 1 on each private driveway and 6 on the eastern portion of the Project Site.

The Proposed Project would have two plan types. Plan 1 features 3 bedrooms and 3.0 bathrooms, totaling 2,425 square feet per unit. Plan 2 contains 3 bedrooms, a loft and 2.5-3.0 bathrooms, totaling 2,724 square feet per unit.

The Proposed Project would provide approximately 0.32-acres of landscaping in the form of front yards and walking paths, approximately 0.43-acre of private usable space in the form of private backyards, and 0.13-acre of common open space in the eastern portion of the Project Site. Additionally, the Proposed Project would require the closure of one existing driveway at the northwestern site boundary along Rancho Santiago Blvd. The second existing driveway located at the southwestern site boundary along Rancho Santiago Blvd would be reconstructed for the proposed two-way access driveway and associated landscaping, signage, and pavement.

The Proposed Project also features additional improvements including walls, site lighting, and circulation.

Wall improvements include: a 5'-6" high vinyl fence surrounding the north, east, and west individual lot boundaries, a 5'-9" high split face concrete masonry unit (CMU) wall with precision cap along the northern, eastern, and southern Project Site boundaries and at Lot 1, and a 3'-6" high split face CMU retraining wall with precision cap at the southwestern corner of the Project site. Site lighting improvements consist of light poles with step motion sensors distributed along sidewalks and bollard lights at the center of the Project site.

The Proposed Project is considered a project under the California Environmental Quality Act (Public Resource Code § 21000 et seq.: "CEQA"). The primary purpose of CEQA is to inform the public and decision makers as to the potential impacts of a project and to allow an opportunity for public input to ensure informed decision-making. CEQA requires all state and local government agencies to consider the environmental effects of projects over which they have discretionary authority. CEQA also requires each public agency to mitigate or avoid any significant environmental impacts resulting from the implementation of projects subject to CEQA.

Pursuant to Section 15367 of the CEQA Guidelines, the City of Orange is the Lead Agency for the Project. The Lead Agency is the public agency that has the principal responsibility for carrying out or approving a project. The City, as the Lead Agency for the Project, is responsible for preparing environmental documentation in accordance with CEQA to determine if approval of the discretionary actions requested and subsequent development of the Proposed Project would have a significant impact on the environment.

1.2. Overview of CEQA Guidelines § 15183

This exemption analysis evaluates whether the potential environmental impacts of the Proposed Project are addressed in the City of Orange General Plan Program Environmental Impact Report (GP PEIR) (SCH #2006031117) pursuant to the California Environmental Quality Act (CEQA) Guidelines (CEQA Guidelines) Section 15183 (Exemption Checklist). California Public Resources Code (PRC) Section 21083.3 and State CEQA Guidelines § 15183 states that "projects which are consistent with the development density established by the existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site" (State CEQA Guidelines Section 15183(a) and PRC Section 21083.3(b)). The State CEQA Guidelines further state that "[i]f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards [...] then an additional EIR need not be prepared for the project solely on the basis of that impact" (State CEQA Guidelines Section 15183(c))."

(1) As set forth in State CEQA Guidelines Section 15183(d), the additional environmental review exemption applies to projects which meet the following conditions: The project is consistent with:
    a. A community plan adopted as part of a general plan,
    b. A zoning action which zoned or designated the parcel on which the project would be located to accommodate a particular density of development, or
    c. A general plan of a local agency, and
(2) An EIR was certified by the lead agency for the zoning action, the community plan, or the general plan.

Additionally, Section 15183(e) states that a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:

(1) Are peculiar to the project or the parcel on which the project would be located,
(2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,
(3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan, or zoning action, or
(4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are

determined to have a more severe adverse impact than discussed in the prior EIR.

The GP PEIR analyzed the impacts of buildout of the General Plan. As discussed in this analysis, the Proposed Project is consistent with the land uses identified for the Project Site in the General Plan. The Proposed Project site has a General Plan land use designation of Low Density Residential and is Single-Family Residential (R-1-10). The Proposed Project would establish a Planned Unit Development (PUD) and subdivide the lot into 11 parcels, each improved with single family residence, which is within the assumptions and land use and growth projections of the General Plan. As such, the GP PEIR adequately anticipated and analyzed the impacts of the Proposed Project, identified applicable Mitigation Measures necessary to reduce impacts of the Proposed Project, and the Proposed Project implements the applicable Mitigation Measures. The Proposed Project, therefore, qualifies for an exemption from additional environmental review as set forth in State CEQA Guidelines Section 15183.

Specifically, the Proposed Project qualifies for the exemption because the following findings can be made:

1. **The Project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified.** The Project Site is designated as Low Density Residential by the City of Orange General Plan and is zoned R1-10. The Project would establish a PUD and subdivide the lot into 11 parcels, each improved with a single-family residence. The Project Site has been designed to function as a traditional subdivision, while applying the flexible standards of the PUD. Each parcel within the Project would be at least 4,438 square feet and meet the development standards set forth in the Orange Municipal Code (OMC) Section 17.16.060.

2. **There are no Project specific effects which are peculiar to the Project or its site, and which the GP PEIR failed to analyze as significant effects.** The Proposed Project is similar to other properties in the area. All surrounding properties are designated for single-family residential. The Project Site does not support any peculiar environmental features, and the Proposed Project would not result in any peculiar effects. In addition, as explained in the Exemption Checklist below, Project impacts were adequately analyzed by the GP PEIR. The GP PEIR identified that the General Plan buildout would have significant and unavoidable environmental effects related to air quality, transportation/traffic, and climate change (greenhouse gas emissions). The GP PEIR also identified nine (10) environmental impact areas for which Mitigation Measures were required to reduce potential environmental impacts to a less than significant level: (1) aesthetics, (2) biological resources, (3) cultural resources, (4) hazards

and hazardous materials, (5) hydrology/water quality, (6) noise, (7) public services and utilities, (8) transportation/traffic, (9) recreation, and (10) geology/soils.

3. **There are no potentially significant off-site and/or cumulative impacts which the GP PEIR failed to evaluate.** The Proposed Project is consistent with the land use characteristics of the development considered by the GP PEIR and would represent a small part of the growth that was forecasted for the build-out of the General Plan. The GP PEIR considered the incremental impacts of the Project, and as explained further in the Exemption Checklist below, no significant off-site or cumulative impacts that were not previously evaluated have been identified.

4. **There is no substantial new information which results in more severe impacts than anticipated by the GP PEIR.** As substantiated in the Exemption Checklist below, no new information has been identified which would result in a determination of a more severe impact than what had been anticipated by the GP PEIR.

5. **The Project will undertake feasible Mitigation Measures specified in the GP PEIR.** As explained in the Exemption Checklist below, the Proposed Project would undertake feasible Mitigation Measures specified in the GP PEIR. These GP PEIR Mitigation Measures will be undertaken through Proposed Project design, compliance with regulations and ordinances, the Proposed Project's conditions of approval, and City permit processing.

1.3. Documents Incorporated by Reference

The following reports and/or studies are applicable to development of the Project Site and are hereby incorporated by reference:

- *City of Orange – 2010 General Plan*, City of Orange, 2010, available at https://www.cityoforange.org/our-city/departments/community-development/general-plan.
- *City of Orange General Plan Final Program Environmental Impact Report*, City of Orange, 2010, available at https://www.cityoforange.org/our-city/departments/community-development/general-plan.
- *City of Orange 2021-2029 Housing Element*, City of Orange, adopted October 2023, available at https://www.cityoforange.org/our-city/departments/community-development/general-plan.
- *Orange Municipal Code,* available at http://orangecity-ca.elaws.us/code/coor.

1.4. Contact Person

Any questions about the preparation of the Initial Study, its assumptions, or its conclusions should be referred to the following:

Attn:
City of Orange
Planning Division
300 E. Chapman Avenue
Orange, CA 92866
Phone: (714) 744-2225

2. PROJECT SUMMARY AND ENVIRONMENTAL DETERMINATION

2.1 Project Summary

1.	**Project Title:**	Rancho Ridge Residential Development Project
2.	**Lead Agency Name: Address**	City of Orange Planning Division 300 E. Chapman Avenue Orange, CA 92866
3.	**Contact Person:**	David Blumenthal, AICP dblumenthal@sagecrestplanning.com (714) 313-3713
4.	**Project Location:**	East side of Rancho Santiago Boulevard South of East Bond Avenue West of Ranchroad Drive North of East Walnut Avenue Site Acres: 1.92-acres Site Addresses: 647 N. Rancho Santiago Boulevard Orange, CA 92869 Topographic Quad (USGS 7.5"): Orange Topographic Quad Coordinates: T4 South, R9 West Latitude: 33°47'51.3"N, Longitude: 117°48'03.6"W APN: 379-301-05
5.	**Project Sponsor's Name/Address:**	Rancho Ridge, LLC 11625 Wander Lane Dallas, TX 75230
6.	**General Plan Designation:**	Low-Density Residential (LDR)
7.	**Zoning Designation:**	Single-Family Residential (R1-10)

8. Description of Project:

The Project proposes to establish a Planned Unit Development (PUD) and subdivide the lot into 11 parcels, each improved with a single-family residence. The Project Site is located at 647 N. Rancho Santiago Blvd (APN 379-301-05). The lot and unit configuration were selected to allow the development to operate as a traditional subdivision. The Proposed Project would offer two unique floor plans consisting of three-bedrooms with a loft depending on the floor plan. Unit sizes vary from 2,419 square feet (sq. ft.) to 2,724 sq. ft. Each of the homes would be two-stories and include an attached two-car enclosed garage and a driveway in front of the garage. Entitlements include the following: Tentative Tract Map (No. 0052-23), Conditional Use Permit (No. 3203-23), Zone Change, Major Site Plan Review (No. 1137-23) and Design Review (No. 5119-23).

9. Surrounding Land Uses:

Surrounding land uses are identified in **Table 1** - *Surrounding Land Use*. The Project Site is currently unimproved, but historical uses have included agriculture and residential developments. All surrounding properties are designated Low Density Residential.

Table 1 - Surrounding Land Use

Direction	Land Use Description
North	Orange Hill Presbyterian Church and associated surface parking and Santiago Greenhouse
East	Single-family residential homes
South	Single-family residential homes and commercial services (debris removal service company and tree maintenance company)
West	N Rancho Santiago Boulevard and single-family residential neighborhood beyond N Rancho Santiago Boulevard

10. Other Public Agencies Whose Approval is Required:

The following discretionary approvals are required for the proposed Project:

Federal Agencies:

- There are no federal agencies in which discretionary approvals are required.

Local Agencies:

- City of Orange:
  - Adopt CEQA compliance documents.
  - Approval of Tentative Tract Map No. 0052-23 to split existing parcel into 11 lots (APN 379-301-05)

- Approval of Conditional Use Permit No. 3203-23 to allow for a Planned Unit Development that allows for an alternative to standard residential development wherein the existing General Plan densities
- Approval of Major Site Plan Review No. 1137-23
- Approval of Design Review No. 5119-23
- Approval of Zone Change to rezone the property from R-1-10 to R-1-10 (PUD)

- Santa Ana Regional Water Quality Control Board:
  - Approval of a National Pollutant Discharge Elimination System (NPDES) permit to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions and downstream water quality is not worsened.

11. California Native American Consultation:

Assembly Bill 52 (AB 52), signed into law in 2014, amended CEQA and established new requirements for tribal notification and consultation. AB 52 applies to all projects for which a notice of preparation or notice of intent to adopt a negative declaration/mitigated negative declaration is issued after July 1, 2015. CEQA Compliance can be achieved through review and approval of an Exemption pursuant to CEQA Guidelines Section 15183. Therefore, Native American consultation was not required for this Project.

2.2 Organization of Environmental Analysis

This Initial Study is based on an Environmental Checklist Form (Checklist), as suggested in §15063(d)(3) of the State CEQA Guidelines, as amended, and includes a series of questions about the project for each of the listed environmental topics. The Checklist evaluates whether or not there would be significant environmental effects associated with the development of the project and provides Mitigation Measures, when required, to reduce impacts to a less than significant level.

Section 4 provides a discussion of the potential environmental impacts of the Proposed Project. The evaluation of environmental impacts follows the questions provided in the Checklist provided Appendix G to the State CEQA Guidelines. Environmental effects are evaluated to determine if the Project would result in a potentially significant impact triggering additional review under CEQA Guidelines Section 15183. This CEQA Checklist provides an analysis in support of a determination of whether the Project would result in:

- an equal or less severe impact than previously identified in the Orange General Plan (OGP) Final Program Environmental Impact Report (GP PEIR), or
- new impacts, or a substantial increase in the severity of a significant impact as disclosed in the GP PEIR.

The effect of the Proposed Project is categorized into one of the following five categories of possible determinations:

Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact

- Items checked "Peculiar Impact that is Not Substantially Mitigated" indicates that the Project could result in a peculiar impact, including a physical change that belongs exclusively or especially to the Project or that is a distinctive characteristic of the Project or the Project Site and that peculiar impact is not substantially mitigated by the imposition of uniformly applied development policies or standards.
- Items checked "Significant Impact not Analyzed as Significant Effect in GP PEIR" indicates that the Project could result in a significant effect that was not analyzed as significant in the GP PEIR.
- Items checked "Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR" indicate the Project could result in a significant offsite or cumulative impact that was not discussed in the GP PEIR.
- Items checked "Adverse Impact More Severe based on Substantial New Information" indicate that previously identified significant effects, which as a result of substantial new information which was not known at the time the GP PEIR was certified, are determined to have a more severe adverse impact than discussed in the GP PEIR with build-out of the Project.
- Items checked "No New Impact" indicates that the potential impacts from the Project have been adequately analyzed in the GP PEIR or does not have a significant impact on the environment.

2.3 Environmental Factors Potentially Affected

Based on the analysis in Section 4, the Proposed Project could potentially affect ("Potentially Significant") the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor and identifies where Mitigation Measures would be necessary to reduce all impacts to less than significant levels.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

2.4 Determination

On the basis of this initial evaluation, the following finding is made:

X	The Proposed Project WOULD NOT result in: 1) a peculiar impact that was not identified as a significant impact under the prior EIR; 2) a significant impact that was not analyzed as significant in the prior EIR; 3) a potentially significant offsite impact or cumulative impact not discussed in the prior EIR; or 4) a more severe impact due to substantial new information that was not known at the time the prior EIR. NO FURTHER ACTION is required and a Notice of Determination (Section 15094) will be filed indicating that the Proposed Project IS ELIGIBLE for an EXEMPTION under State CEQA Guidelines Section 15183.
	The Proposed Project would result in: 1) a peculiar impact that was not identified as a significant impact under the prior EIR; 2) a significant impact that was not analyzed as significant in the prior EIR; 3) a potentially significant offsite impact or cumulative impact not discussed in the prior EIR; or 4) a more severe impact due to substantial new information that was not known at the time the prior EIR. I find that FURTHER ENVIRONMENTAL REVIEW is necessary to analyze those effects that are subject to CEQA, and therefore, this Project is NOT ELIGIBLE for an EXEMPTION under State CEQA Guidelines Section 15183.

Signature Date

Name Title

3. PROJECT DESCRIPTION

3.1 Background

The Project Site is located at 647 N. Rancho Santiago Boulevard in the City of Orange (City), Orange County, California (APN: 379-301-05) (see **Figure 1** – *Regional Vicinity* and **Figure 2** – *Site Location Map – Aerial View*). Review of available historical aerial imagery, topographic maps, and historical documentation shows that the Project Site was first used for single-family residential around 1896-1898 and agricultural land sometime around 1938-1950. In 1964, the Project Site contained two small structures that were likely single-family residences. Sometime before 1972, the building on site was redeveloped and expanded on the western portion of the site, while the eastern portion of the site remained undeveloped, and the property to the north developed the church building and plant nursery that stand today. The single-family homes across Rancho Santiago Blvd to the west were developed sometime between 1966 and 1972. The single-family homes to the east of the site were developed sometime between 1972 and 1980. Aerial photographs from 1980 show that the property gained an addition of a pool near the buildings, and either small buildings or storage containers on the eastern portion of the site. The site remained with this development, with small improvements to buildings, storage and shade coverings on the eastern portion of the site, and changes in landscaping until sometime before 2022, where historical images show the development to be demolished. From 2022 until the present time, the site is left vacant with a concrete pad in the northwestern corner and a driveway in the southwestern corner of the site. and The remainder of the site covered by dirt, shrubs and a few trees along the western boundary.

The Project Site is currently comprised as a single parcel with a total acreage of 1.92-acres. As discussed above, the Project Site is currently vacant, but historical uses have included agricultural and single-family residential uses. The Project Site is designed to accommodate the Proposed Project of 11 subdivided parcels, each improved with a single-family residence.

Project Site Setting

The Project Site is approximately 323 feet south of the Bond Avenue centerline and is currently vacant, but historical uses have included agricultural and residential developments. The northern and eastern site boundaries are bound by a masonry wall, while the southern and western site boundaries are bound by a chain-linked fence. The western site boundary also contains two paved driveway entry points. Surrounding land uses include Orange Hill Presbyterian Church and Santiago Greenhouse to the north, N Rancho Santiago Boulevard and single-family residences to the west, single-family residences to the east, and single-family residences and a tree maintenance company to the south.

Site Zoning

As shown in **Figure 3** – *General Plan Land Use Designation* and **Figure 4** – *Zoning Map,* the parcel is zoned Single-Family Residential (R1-10) and has an OGP land use designation of Low Density Residential. The Project proposes to utilize a Planned Unit Development (PUD) to propose a zone change from R-1-10 to R-1-10 (PUD). According to the OGP, "*Table LU-3 indicates the corresponding zone district that applies to each General Plan land use designation.*" The Proposed Project would comply with all the development standards established in the zoning code for the PUD except the minimum lot area. The lot area has been modified for consistency with the General Plan land Use Designation Density. Furthermore, the project would comply with the design guidelines established in the City of Orange Infill Residential Design Guidelines.

3.2 Project Characteristics

The Proposed Project would be to establish a Planned Unit Development (PUD) and subdivide the lot into 11 parcels, each improved with a single-family residence as shown in **Figure 5** – *Conceptual Site Plan***.** The lot and unit configuration were selected to allow the development to operate as a traditional subdivision. The Proposed Project would offer two unique floor plans consisting of 3-bedrooms with a loft depending on the floor plan. Unit sizes vary from 2,419 square feet to 2,724 square feet. Each of the homes would be two-stories and provide a two-car enclosed garage and a two-car driveway in front of the garage.

Each detached single-family residence would provide a 10' minimum setback from the common driveway, 5' setback from the side property line, and 20' or 34' rear property line. Access to the Project Site is located off of Rancho Santiago Boulevard. Access to each of the parcels would be provided through a 25-foot-wide common driveway easement that runs along the southern portion of the Project Site. A 30-foot wide Fire Department hammerhead that would meet the City's standards is provided on the eastern side of the common driveway easement, which would also double for trash truck turn around. The 25-foot-wide common driveway also provides sufficient space to accommodate all necessary utilities for the units (utility easement would be recorded).

The Project Site is designated as Low Density Residential by the Orange General Plan and is zoned R-1-10. According to the General Plan, "*Table LU-3 indicates the corresponding zone district that applies to each General Plan land use designation.*" Furthermore, this development would be consistent with Land Use Policy 1.3, "*Provide a range of housing densities and types to meet the diverse*

needs and lifestyles of residents" by allowing a housing density that is consistent with the neighborhood and adding new units to the City's housing stock.

The Proposed Project includes the following:

Utilities and Services:

Water services, including domestic water supply, sanitary sewer and recycled water services, would be provided by the Metropolitan Water District of Southern California (MWD).

The Southern California Gas Company has facilities in the area to service gas to the Proposed Project. Natural gas services are subject to change based on supply conditions and are designed to comply with federal agencies, environmental regulations, and local jurisdiction policy.

Electrical Infrastructure would be serviced by Southern California Edison. SCE may need to conduct utility studies to assess whether additions or modifications to the existing electrical infrastructure are required to serve the Proposed Project. Site plans, contracts and agreements, applicable fees, local permits, and required easement documents are necessary before SCE can schedule construction.

Both Cox Internet and AT&T have facilities to provide telecommunications and cable services.

Trash services would be served by CR&R Incorporated to supply trash can placements.

3.2.1 Construction Timing

The Proposed Project is expected to begin construction in 2025. Construction completion and operations would be expected sometime in 2027.

Construction activities include the following:

Demolition: Demolition would require the use of one concrete/industrial saw, one rubber-tired dozer, and one tractor/loader/backhoe for eight (8) hours per day. The total estimated time for demolition is estimated to be 42 construction days.

Grading: Grading the Project Site would require the use of one grader and one rubber-tired dozer for 8 hours a day, and two tractors/loaders/backhoes for seven (7) hours per day. The total estimated time for grading the Project Site is 15 construction days.

Building Construction: Building construction of the 11 homes would be the longest part of the construction process, estimating a time frame of 422 construction days. Building construction would require the use of one crane, one forklift, and one tractor/loader/backhoe for six (6) hours per day, and one generator set and three welders for 8 hours per day.

Paving: The paving process would require the use of one cement and mortar mixer and one paver for 6 hours per day, one roller for 7 hours per day, and one paving equipment and one tractor/loader/backhoe for 8 hours per day. The total estimated time for paving is estimated to be 24 construction days.

Architectural Coating: The architectural coating would require one air compressor for 6 hours per day for 25 construction days.

The long-term energy demand for the project construction operations would not result in a wasteful or inefficient use of energy. The project construction operations would not conflict with or obstruct the State's or Local plans for renewable energy or energy efficiency.

3.2.2 Best Management Practices During Construction

The following best management practices would be incorporated into the Proposed Project's construction specifications to identity how the Proposed Project would conform to Federal, State, and Local regulations:

- **Migratory Bird Treaty Act Compliance.** Bird nesting season generally extends from February 1 through September 15 in southern California and specifically, April 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) prior to Project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.
- **Accommodation for Unanticipated Cultural/Paleo Resources.** In the event that evidence of archaeological resources is unearthed during construction activities, all work within 50 feet of the discovery will be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds. No disturbance will occur in the vicinity of the find until the Project Site is evaluated by the archaeologist and the find is recorded or treated per the recommendations of the qualified archaeologist.

- **Public Resources Code (Human Remains).** In the event that human remains are discovered, there shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify those persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains. Excavation or disturbance may continue in other areas of the Project Site that are not reasonably suspected to overlie adjacent remains or archaeological resources.
- **National Pollution Discharge Elimination System.** Because the Project Site is greater than 1 acre, the applicant is required by the Santa Ana Regional Water Quality Control Board to prepare a Stormwater Pollution Prevention Plan (SWPPP) to address water quality and runoff during construction to comply with the State of California General Construction Permit. The SWPPP will outline the source control and/or treatment control Best Management Practices (BMPs) to avoid or mitigate runoff pollutants at the construction site to the "maximum extent practicable." All recommendations in the Plan shall be implemented during area grading and construction. The Proposed Project shall comply with each of the recommendations detailed in the Plan, and other such measure(s) as the City deems necessary to mitigate potential stormwater runoff impacts.
- **South Coast Air Quality Management District (SCAQMD).** During construction, the applicant is required to comply with various rules and regulations from the SCAQMD, including dust control and architectural coatings.

Based on the report by CalEEMod, the construction activities would have less than significant regional air quality impact and a less than significant localized impact.

3.3 Project Operations

The Proposed Project would fulfill the City's Housing Element goal (Goal 1, Goal 2) to facilitate the development of high-quality neighborhoods and housing stock and to accommodate Orange's Regional Housing Needs Allocation (RHNA). The Project Site in Orange is designed to accommodate the development of 11 two-story single-family homes that range in size from 2,425 square feet to 2,724 square feet.

The Proposed Project would include activities typical of residential development, such as landscape maintenance, daily vehicle trips for residents' departure and arrival, street cleaning, and common open space. The GP PEIR anticipated a

population of 153,522 and total housing units to be 66,850 by 2030, using SCAG 2004 Growth Forecast. According to the U.S. Census Bureau, the City's current (July 2023) population is 138,337[1] and the average persons per household from 2018 through 2022 was 2.98. According to this data, the Proposed Project will increase the population by approximately 33 persons with the addition of 11 single-family dwellings.

Operation of the Proposed Project would require electricity for multiple purposes, including cooling, lighting, appliances, and various equipment. Project operation would require natural gas for various purposes, including water heating and natural gas appliances. Petroleum fuel consumption for the Proposed Project is associated with automobile and truck trips traveling to and from the Project Site.

3.4 Project Approvals

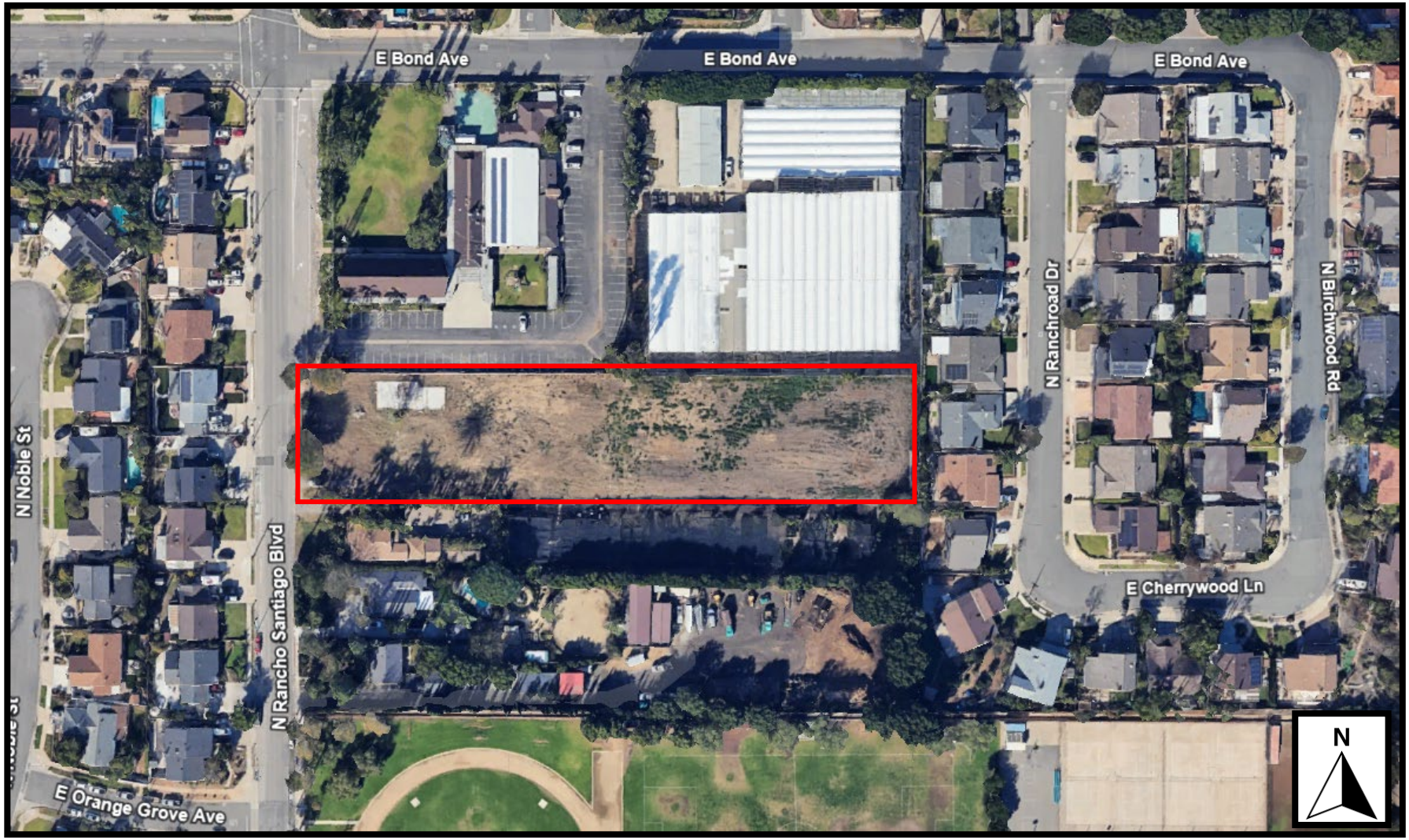
The following approvals and permits are required from the City of Orange to implement the Proposed Project:

- Adopt Initial Study/CEQA Guidelines Section 15183 Analysis with the determination that the analysis has been prepared in compliance with the requirements of CEQA.
- Approval of Tentative Tract Map No. 0052-3 to subdivide the parcel into 11 lots
- Approval of Conditional Use Permit No. 3203-23 to allow the Planned Unit Development (PUD) to provide an alternative to standard residential development wherein the existing General Plan densities
- Zone Change to rezone the property from R-1-10 to R-1-10 (PUD)
- Approval of Major Site Plan Review No. 1137-23
- Approval of Design Review No. 5119-23

[1] U.S. Census Bureau QuickFacts: Orange city, California

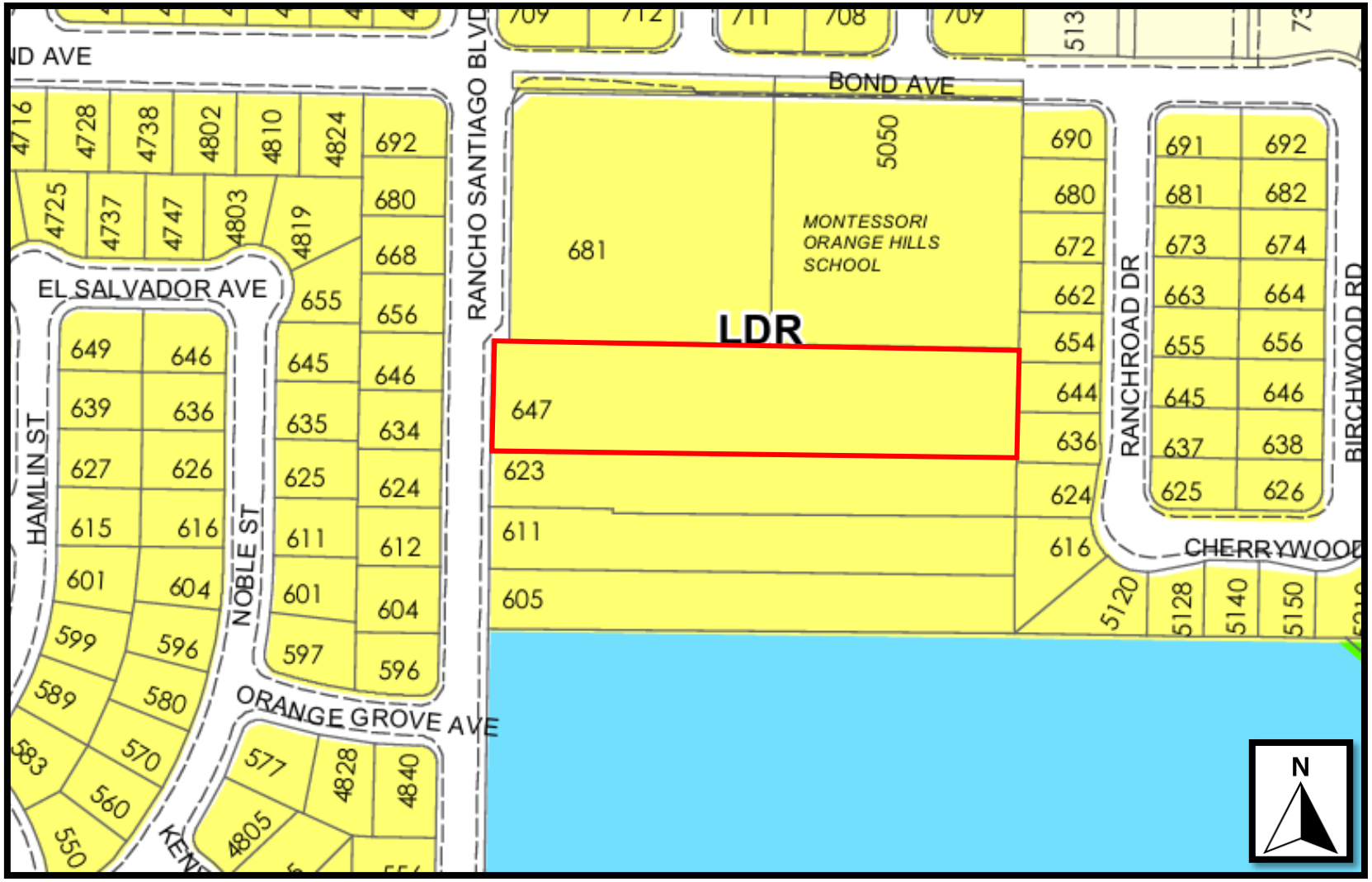
Project Location
-Not to Scale

Figure 1: Regional Vicinity
Source: Google Earth



Project Location
-Not to Scale

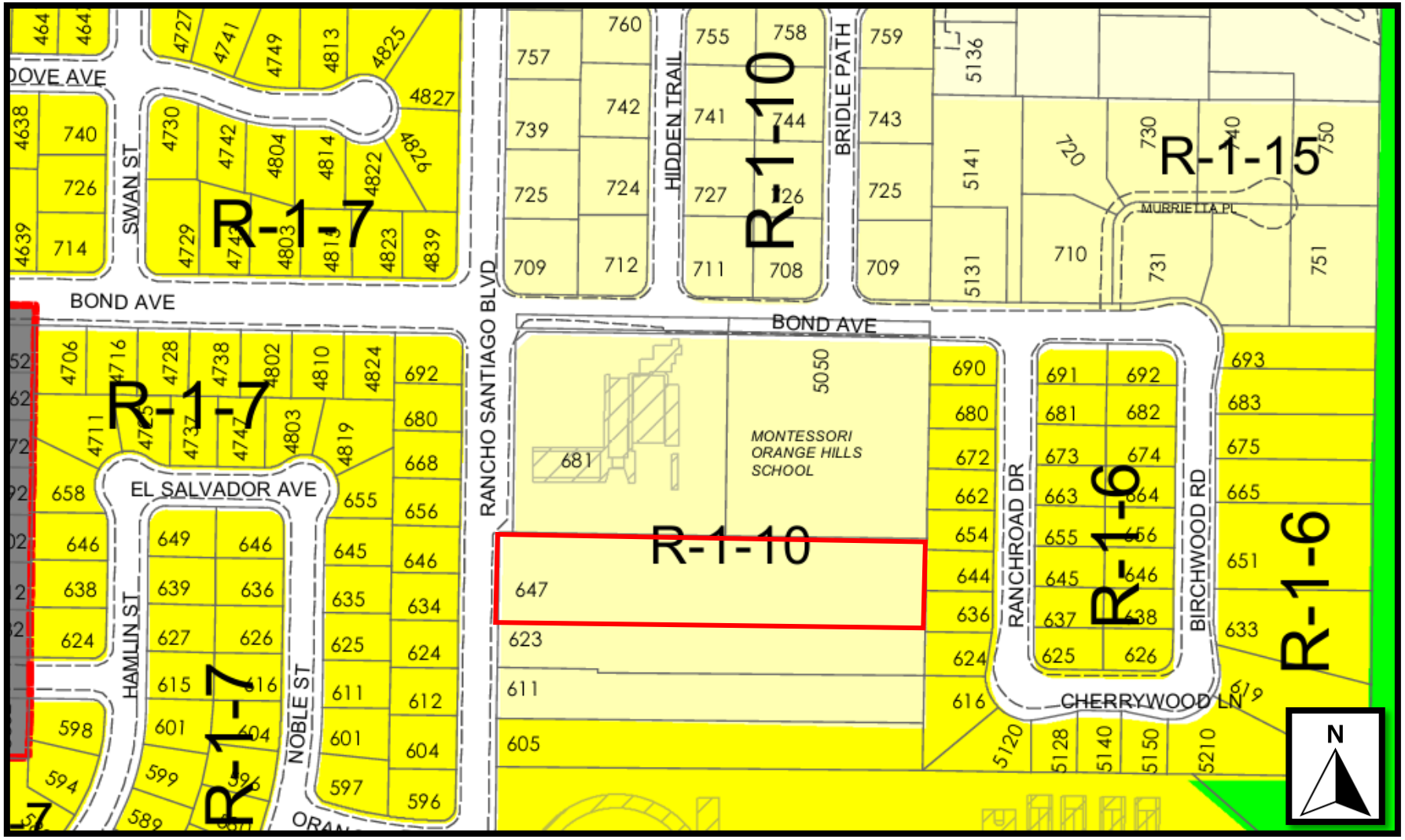
Figure 2: Site Location
Source: Google Earth



Project Location
-Not to Scale

Figure 3: General Plan Designation

Source: City of Orange



Project Location
-Not to Scale

Figure 3: Zoning Map
Source: City of Orange

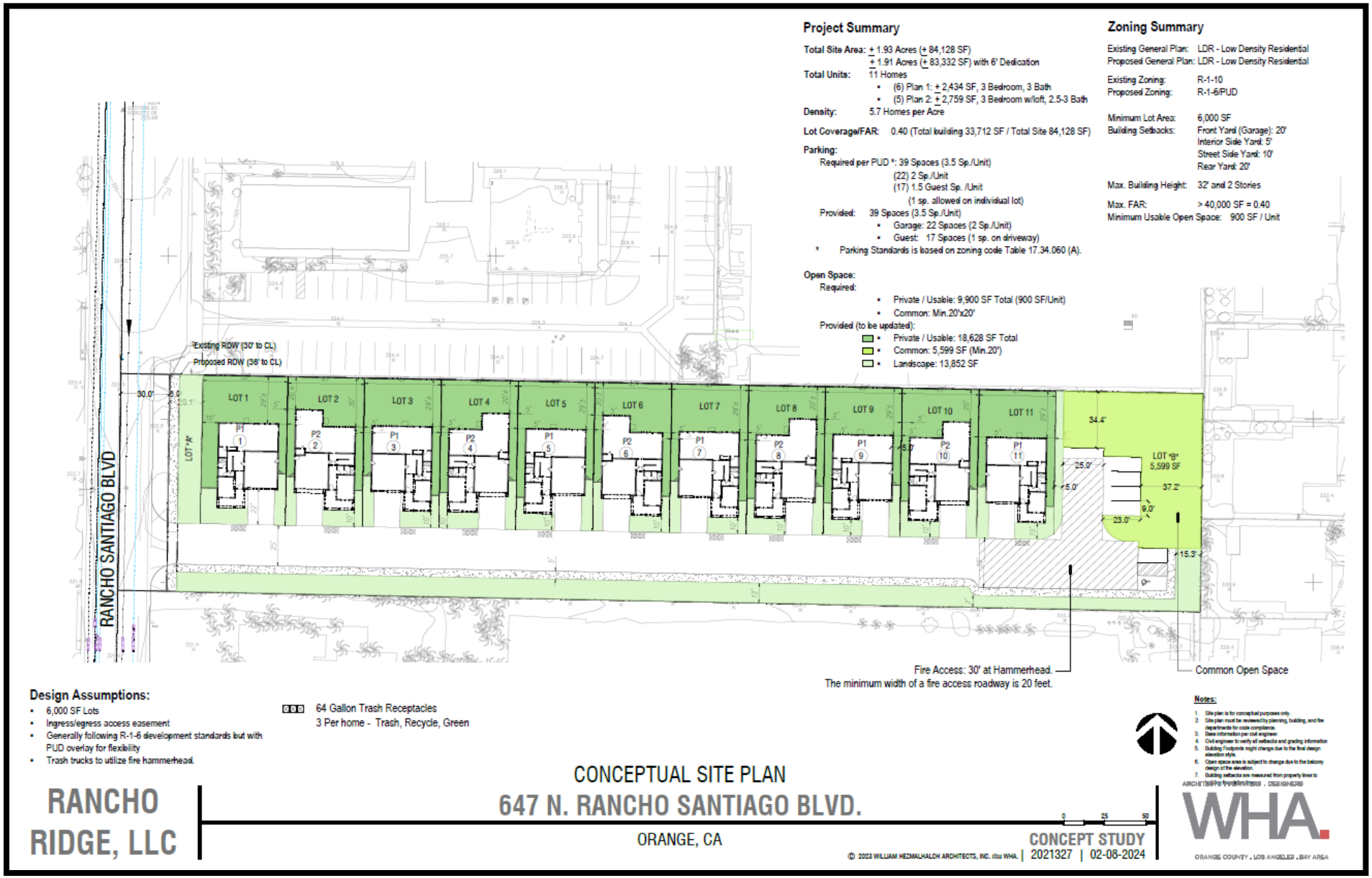


Figure 5: Conceptual Site Plan

Source: William Hezmalhalch Architects, INC. (WHA)

Project Summary

Total Site Area: ± 1.93 Acres (± 84,128 SF)
± 1.91 Acres (± 83,332 SF) with 6' Dedication

Total Units: 11 Homes
- (6) Plan 1: ± 2,434 SF, 3 Bedroom, 3 Bath
- (5) Plan 2: ± 2,759 SF, 3 Bedroom w/loft, 2.5-3 Bath

Density: 5.7 Homes per Acre

Lot Coverage/FAR: 0.40 (Total building 33,712 SF / Total Site 84,128 SF)

Parking:
Required per PUD *: 39 Spaces (3.5 Sp./Unit)
(22) 2 Sp./Unit
(17) 1.5 Guest Sp. /Unit
(1 sp. allowed on individual lot)
Provided: 39 Spaces (3.5 Sp./Unit)
- Garage: 22 Spaces (2 Sp./Unit)
- Guest: 17 Spaces (1 sp. on driveway)

* Parking Standards is based on zoning code Table 17.34.060 (A).

Open Space:
Required:
- Private / Usable: 9,900 SF Total (900 SF/Unit)
- Common: Min.20'x20'

Provided (to be updated):
- Private / Usable: 18,628 SF Total
- Common: 5,599 SF (Min.20')
- Landscape: 13,852 SF

Zoning Summary

Existing General Plan: LDR - Low Density Residential
Proposed General Plan: LDR - Low Density Residential

Existing Zoning: R-1-10
Proposed Zoning: R-1-6/PUD

Minimum Lot Area: 6,000 SF
Building Setbacks: Front Yard (Garage): 20'
Interior Side Yard: 5'
Street Side Yard: 10'
Rear Yard: 20'

Max. Building Height: 32' and 2 Stories

Max. FAR: > 40,000 SF = 0.40
Minimum Usable Open Space: 900 SF / Unit

Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.

Design Assumptions:

- 6,000 SF Lots
- Ingress/egress access easement
- Generally following R-1-6 development standards but with PUD overlay for flexibility
- Trash trucks to utilize fire hammerhead.

64 Gallon Trash Receptacles
3 Per home - Trash, Recycle, Green

Figure 5: Conceptual Site Plan
Source: William Hezmalhalch Architects, INC. (WHA)

4. EVALUATION OF ENVIRONMENTAL IMPACTS

This analysis has been prepared to determine whether the Proposed Project would result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts in the General Plan PEIR.

1) All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.
2) A list of "Supporting Information Sources" must be attached and other sources used, or individuals contacted should be cited in the Narrative Summary for each section.
3) Response column heading definitions:
   a) **Potentially Significant Impact** is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.
   b) **Potentially Significant Unless Mitigation Incorporated** applies where the incorporation of Mitigation Measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". The Mitigation Measures must be described, along with a brief explanation of how they reduce the effect to a less than significant level.
   c) **Less Than Significant Impact** applies where the Project creates no significant impacts, only "Less Than Significant impacts".
   d) **Impacts Analyzed in GP PEIR; No New Impact** applies where the impacts for the category were analyzed in the GP PEIR and implementation of the Proposed Project would not result in any new impacts that were not analyzed in the GP PEIR.
   e) **No Impact** applies where a Project does not create an impact in that category. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to Projects like the one proposed (e.g., the Project falls outside of a fault rupture zone). A "No Impact" answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project would not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).
4) Earlier analyses may be used where, pursuant to a tiering, program EIR, Master EIR, or other California Environmental Quality Act (CEQA) process, an effect has been adequately analyzed in an earlier EIR or negative declaration (§ 15062(c)(3)(D)). In this case, a brief discussion should identify

the following:

a) **Earlier Analysis Used.** Identify and state where they are available for review.

b) **Impacts Adequately Addressed.** Identify which effects from the checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by Mitigation Measures based on the earlier analysis.

c) **Mitigation Measures.** For effects that are "Less than Significant with Mitigation Measures Incorporated", describe the Mitigation Measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.

5) Incorporate into the checklist any references to information sources for potential impacts (e.g., the General Plan, zoning ordinance). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

6) The explanation of each issue should identify:

a) The significance criteria or threshold, if any, used to evaluate each question; and

b) The mitigation measure identified, if any, to reduce the impact to less than significant.

4.1 Aesthetics and Visual Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
I. AESTHETICS: Except as provided in Public Resources Code Section 21099, would the project:					
a) Have a substantial adverse effect on a scenic vista?					X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?					X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?					X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.1-1 Upon adoption of the General Plan, the City will initiate and update the Zoning Code. The update will	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
create zoning districts to implement policies in the Elements for Land Use, Noise, Urban Design, and Cultural Resources. This and all future updates to the Zoning Code will include an active public participation process. Specific revisions of the Zoning Code will be completed to address: • A designation process for cultural resources to be listed in the City's local register, to include a broad range of historic resources, including separate or individual buildings, structures, objects, and sites, as well as districts and archaeological resources; • Adaptive reuse of potential and listed historic resources. The City will consider provisions for including Neighborhood Character Areas (NCAs) as a zoning overlay. The following planning areas may be considered for this zoning revision: the El Modena, Cypress Street Barrio, and Railroad/Packinghouse Corridor neighborhoods. • Development interface with Santiago Creek, the Santa Ana River, and other open space areas. (**Implementation Program I-1**) Until such time as the City adopts the Zoning Ordinance, all new development shall comply with the lighting, design, viewshed and related standards set forth in the current Zoning Code, or the standards established through a development agreement or specific plan for a particular development project.	However, the Proposed Project would comply with the lighting, design, viewshed, and related standards set forth in the Zoning Code.
5.1-2 Prepare new design criteria for public gathering spaces, tourist commercial uses, rural development character, viewshed protection and preservation, and additional policies for mixed use development and transit-oriented development as needed. New design criteria should also include landscape standards that provide buffers such as open space, urban green zones, and other appropriate transitions between lower density, single-family neighborhoods and higher density development. Design criteria should also address standards for the provision of community gathering spaces within private development, incentives to provide accessible open spaces in commercial and mixed-use corridors, and	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
guidelines for the preservation of visual points of interest throughout the community. (**Implementation Program I-6**)	
5.1-3 Prepare, adopt, and implement a pedestrian-oriented streetscape master plan as part of the City's decision to enhance the walkability of public spaces, with the goal of promoting multimodal transportation options. This plan will include the City's key commercial corridors, such as Tustin Street, Chapman Avenue, Main Street, and Katella Avenue. The master plan should integrate concepts discussed for these corridors throughout the General Plan related to pedestrian facilities, streetscapes, urban green zones, façade improvements, and signage. (**Implementation Program I-13**)	Mitigation Measure is not applicable.
5.1-4 Develop a Streetscape Improvement Program for major and minor streetscapes, bikeways, and trails that includes standard plans and design criteria for unified lighting; paving materials and patterns; and landscaping such as street trees, median and slope planting, and landscaped parkways. The Streetscape Improvement Program also includes development of specific standards to define and designate the following City Scenic Highways: • Jamboree Road • Santiago Canyon Road • Newport Boulevard (**Implementation Program I-14**)	Mitigation Measure is not applicable.
5.1-5 Update design guidelines to incorporate the elements of community design character that reflect Orange's historic and cultural background. Require new development to incorporate the elements of the community's character and design into its projects. Determine how to retrofit the existing commercial, industrial, institutional, and mixed-use areas to include the community character elements. Community character elements can include, but are not limited to, architectural style, landscape style, streetscape, and signage. (**Implementation Program I-24**)	Mitigation Measure is applicable. The Proposed Project would be built with high-quality materials that would be consistent with the surrounding residential land uses.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.1-6 Seek and develop appropriate incentives for project applicants and developers that provide public access to private green spaces in new, infill, and existing development. Work to establish neighborhood identity through the use of green spaces. When developed, incorporate applicable incentives into the Zoning Code to facilitate the provisions of applicable green spaces. Establish a program to transfer to the City, through land exchanges, purchases, or long term no-fee leases, land that is not currently in productive use such as derelict land, tax delinquent land, surplus road and highway rights-of-way, and other land located adjacent to existing open spaces, waterways, or trails. (**Implementation Program I-25**)	Mitigation Measure is not applicable.
5.1-7 Comply with all City procedures in the review of proposed development projects and use the site plan review process to ensure that applicable General Plan policies and City standards and regulations are applied to proposals for specific development projects. (**Implementation Program III-2**)	Mitigation Measure is applicable. The Proposed Project would comply with all City procedures for review processes. The Proposed Project complies with the applicable General Plan policies and City standards and regulations.
5.1-8 As part of the development application and review process, coordinate with SCE, Time Warner Cable, Cox Communications Orange County, The Gas Company, AT&T, cellular telephone service providers, and other local utilities to assess capacity and infrastructure needs to support new development or redevelopment activities. Require that utilities be moved underground consistent with the City's Master Utility Undergrounding Plan. (**Implementation Program V-1**)	Mitigation Measure is applicable. The Proposed Project would include coordination with all applicable utility providers to assess capacity and infrastructure needs.
5.1-9 Adopt, review, implement, and update as necessary the following master plans, standards, and guidelines: • Scenic highway standards for Santiago Canyon Road, Jamboree Road, and Newport Boulevard • Historic Preservation Design Standards for Old Towne • Design guidelines and/or standards for large complexes or districts of potential or listed historical resources	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
• Street Tree Master Plan • Tustin Street Design Standards • Design standards for areas where the General Plan is changing land uses, including the Southwest Project Area, Chapman Avenue, and South Main Street • Redevelopment Plan (**Implementation Program V-1**)	

Discussion

a) Have a substantial adverse effect on a scenic vista?
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Narrative Summary: Impacts Analyzed in General Plan PEIR (a-d)

Less Than Significant Impacts with Mitigation. The GP PEIR analyzed the aesthetic impacts associated with the implementation of the OGP. The GP PEIR identified that implementation of programmatic Mitigation Measures would reduce potential impacts to a less than significant level. Individual development projects would be required to undergo project-specific environmental review and Mitigation Measures would be identified to reduce any significant impacts associated with a project. Mitigation Measures 5.1-1 through 5.1-9 encourage the City to establish programs and updates to the OGP and Zoning Code to create standards, policies and procedures for new development projects to follow in order to maintain and improve community character and reduce impacts to scenic vistas and scenic resources. Proposed development under the OGP in some portions of the eastern planning area would change the nature of the scenic resources. Mitigation Measures 5.1-1 through 5.1-7 and 5.1-9 would reduce the potential impacts from buildout of the OGP to a less than significant level. Mitigation Measure 5.1-8 ensures that current utilities and infrastructure have capacity to accommodate future development projects. In the urbanized portion of the planning area, OGP implementation would increase the density and intensity of development, that may result in the alteration of the visual character of unique neighborhoods. Mitigation Measures 5.1-1 through 5.1-9

would reduce these potential impacts to a less than significant level by establishing design and development standards and guidelines for future development, including revisions of the Zoning Code and OGP. Additionally, new development associated with the OGP Buildout may increase light and glare in the community but would be reduced to a less than significant level with implementation of Mitigation Measures 5.1-1 through 5.1-4. Mitigation Measures 5.1-1 through 5.1-4 requires new development to follow the City's applicable design criteria, zoning code revisions, master plans, programs, and guidelines.

Therefore, impacts related to scenic vistas, scenic resources, visual character, and light and glare are reduced to a less than significant level with implementation Mitigation Measures 5.1-1 through 5.1-9.

Impacts Associated with the Proposed Project:

a) Have a substantial adverse effect on a scenic vista?

No New Impacts. A scenic vista is the view of an area that is visually or aesthetically pleasing from a certain vantage point, typically viewed from some distance away. Aesthetic components of a scenic vista include (1) scenic quality, (2) sensitivity level, and (3) view access. A scenic vista can be impacted by a development project having visual impacts by directly diminishing the scene quality of the vista or by blocking the view corridors or "vista" of the scenic resources. Important factors to determine whether a proposed project would have an effect on a scenic vista include the project's proposed height, mass, and location relative to surrounding land uses and travel corridors. The Proposed Project does not contain a scenic vista; however, the City of Orange has scenic viewscape corridors along Santiago Canyon Road and Jamboree Road in Santiago Hills and East Orange. Portions of the City's planning area contain scenic vistas or resources, such as Irvine Lakes, grassy valleys, rugged hillside, rock outcroppings, and window canyons, of which can be viewed from Santiago Canyon Road. The Proposed Project is not expected to impact these scenic resources or viewpoints.

The Proposed Project is located approximately 540 feet west of the El Modena Open Space. The OGP mentions the El Modena Open Space as one of the many ecological and biological resources part of the Central and Coastal Orange County Natural Communities Conservation Plan (NCCP) Habitat Reserve (Natural Resources Element, NR-9, NR-33). The Proposed Project proposes to develop 11 two-story dwellings on a vacant site. There are one-to-two-story single-family residential homes in between the Project Site and El Modena Open Space area. The Proposed Project does not propose any features that would impact any scenic vistas. Additionally, the Proposed Project would adhere to GP PEIR Mitigation Measures 5.1-1 through 5.1-9, which require new developments to adhere to the City's Zoning Code and any other applicable design standards. Therefore, GP PEIR Mitigation Measures 5.1-1 through 5.1-9 would reduce the any

impacts on scenic vistas to a less than significant level. The Proposed Project is not located on or immediately adjacent to any scenic vistas. Therefore, the Proposed Project would not result in a new significant impact or in a substantial increase in the severity of the impacts identified in the GP PEIR, and no new mitigation is required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No New Impacts. The GP PEIR Mitigation Measure 5.1-4 designates Jamboree Road, Santiago Canyon Boulevard, and Newport Boulevard as City Scenic Highways to preserve the scenic nature of the open space adjacent to the road. The Project Site is located approximately 2.2-miles west of Jamboree Road, one mile south of Santiago Canyon Boulevard, 1.6-mile west of Newport Boulevard. The Proposed Project does not propose any features that would impact the City Scenic Highways. As discussed in threshold a, the Proposed Project is not expected to impact the City's viewscape corridors, including rock outcroppings. The Proposed Project does not substantially damage any scenic resources and scenic highways, and no new impacts would occur and no new mitigation would be required.

c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No New Impacts. The Project Site is located in an urbanized area, zoned as Single-Family Residential (R-1-10), and has a OGP land use designation of Low Density Residential. The Proposed Project intends for the Project Site to remain Single-Family Residential with a PUD overlay. The Proposed Project would comply with the R-1-10 and PUD standards, as applicable.

Although the Proposed Project would substantially alter the existing character of the Project Site by changing it from vacant to residential structures, it would not degrade the aesthetic quality of the Project Site surroundings. The buildings would be aesthetically pleasing with neutral color tones, architectural pop-out elements, and on-site improvements. The Proposed Project would provide landscaping throughout the Project Site consisting of trees, shrubs, and groundcover. The Proposed Project would be in conformance with surrounding properties as well as zoning and other regulations governing scenic quality.

The Proposed Project would comply with several General Plan policies regarding scenic quality and aesthetics:

Table 2 – General Plan Policies (Scenic Quality and Aesthetics)

Policy	Project Compliance
Goal LU-1: Meet the present and future needs of all residential and business sectors with a diverse and balanced mix of land uses	
Policy LU-1.3: Provide a range of housing densities and types to meet the diverse needs and lifestyles of residents	The Proposed Project would provide a different housing density than surrounding properties to diversify the types of housing within the area.
Policy LU-1.4: Ensure that new development reflects existing design standards, qualities, and features that are in context with nearby development.	The Proposed Project includes similar design standards and features to surrounding development, developed with aesthetically pleasing neutral color tones, landscaped areas and architectural pop-out elements.
Goal UD-6: Encourage contextually appropriate infill development projects and property renovations	
Policy UD-6.2: Ensure that new infill development contributes positively to the quality of the surrounding corridor or neighborhood, including the potential to provide additional park space, and minimize the visibility of on-site parking	The Proposed Project would improve the quality of the land as well as provide additional usable open space. The attached garages minimize the visibility of on-site parking.
Policy UD-6.5: Provide logical transitions between higher intensity development within the City's established commercial, office, and institutional corridors and nearby single-family neighborhoods. Scale, massing, and the location of services within these corridors should respond sensitively to adjacent residential uses.	The Proposed Project proposes Low Density Residential development in a predominantly Low Density Residential area, but varies with Single Family zoning requirements, such as density and development standards, creating more ability to transition to higher intensity of development to surrounding areas.
Goal NR-7: Protect significant view corridors, open space, and ridgelines within the urban environment.	
Policy NR-7.3: Encourage the development of landscaped medians and parkway landscaping along arterial streets in public and private projects, and encourage the state to provide freeway landscaping.	All frontages of the Project Site, including along Rancho Santiago Blvd., would be landscaped. There are pedestrian connections from Rancho Santiago Blvd. into the Project Site that are landscaped. The Proposed Project entry via Rancho Santiago Blvd also includes an entry

	monument and entry driveway with enhanced paving.
Source: Orange General Plan – Land Use Element and Urban Design Element	

Compliance with the General Plan goals and policies will ensure the Project does not conflict with applicable regulations governing scenic quality. Therefore, the impact is less than significant, and no new mitigation is required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No New Impacts. The Project Site is located on a Single Family Residential (R-1-10) zoned parcel, which is currently vacant and not emitting any light. The Project Site is in an urbanized area and surrounded by primarily residential and commercial uses. All lighting would be consistent with the requirements of the OMC Section 17.12.030 – Lighting. Generally, the standards state that lighting on any premises shall be directed, controlled screened or shaded so that direct glare and reflections are contained within the boundaries of the parcel, not to shine directly on surrounding premises. Lighting shall be controlled to prevent glare and direct light of any public sidewalks or thoroughfares. All lighting fixtures shall be appropriate in scale, intensity, and height to the use served. As such, the Project would not create a new source of substantial light or glare that would adversely affect day or nighttime view in the area and impacts are anticipated to be less than significant, and no new mitigation is required. There are no new impacts beyond what is analyzed in the GP PEIR.

Conclusion

The Proposed Project would not result in a new significant impact or in a substantial increase in the severity of the aesthetic impacts previously identified in the GP PEIR, and no mitigation would be required. Implementation of the Proposed Project would not contribute to a project specific or cumulatively considerably adverse impact. The Proposed Project would not result in any peculiar impacts or any new significant impacts that were not already discussed in the GP PEIR. Accordingly, no further review is required. With regards to the issue area of Aesthetics, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No Mitigation Measures contained within the GP PEIR would be required because Project-specific impacts would be less than significant. GP PEIR uniformly applied development policies and

standards have been implemented through the Proposed Project.

4.2 Agriculture and Forestry Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?					X
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?					X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?					X

d) Result in the loss of forest land or conversion of forest land to non-forest use?					X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required.	-

Discussion

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

d) Result in the loss of forest land or conversion of forest land to non-forest use?

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?

Narrative Summary: Impacts Analyzed in the GP PEIR (a-d)

Less than Significant Impact. According to the OGP, there are four different areas located within the City's planning area that are considered Important Farmland. Location 1 is designated by the Department of Conservation as Farmland of Statewide Importance and Unique Farmland, and is located at the intersection of Chapman Avenue and Jamboree Road. The OGP designates Location 1 as Public Facilities and Institutions (PFI), allowing for development of public and institutional facilities, schools, and major utility easements and properties. Although this location is designated as Farmland of Statewide Importance and Unique Farmland, previous development and grading of the property have

substantially decreased the possibility of using the Project Site for agricultural production in the future. Location 2 is designated Unique Farmland and is currently being used as a potted plant nursery. Location 3 contains Unique Farmland designated as open space. The Important Farmland in this area is currently being used as a plant nursery, not under active cultivation. Location 4 is also designated as open space, where the Important Farmland in this location is currently being used as a plant nursery and contains a row of greenhouses. Implementation of the OGP would not alter the designation of location 2, 3 or 4, nor result in the loss of the land for future agricultural use. No conversion of farmland to nonagricultural use would occur with the implementation of the General Plan. Additionally, no land within the planning area is currently under the Williamson Act contract. No Mitigation Measures have been identified as there are no significant impacts to agricultural resources.

Impacts Associated with the Proposed Project (a-d):

No New Impacts. The Proposed Project involves the subdivision of the existing parcel into 11 individual lots to develop 11 single-family homes and associated garages, landscaping, common open space, and driveways. According to the California Department of Conservation (DOC) California Important Farmland Finder (CIFF), the Project Site is designated as rural residential land and is not designated as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. The Proposed Project would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses. The Project Site is not currently zoned for agricultural uses and does not propose to rezone any forest land, timberland, or timberland zoned Timberland Production. According to the DOC's California Williamson Act Enrollment Finder, the Project Site also does not contain land subject to a Williamson Act contract (**Figure 6** – *Agricultural Designation Map*). Although the Project Site was historically used for agricultural *Project Site Agricultural Designation Map* fields from at least 1946 to sometime before 1963, the Project Site has since been developed for residential uses and is not currently zoned for timberland uses or subject to use as forest land or timberland production. No new impacts related to conflict with existing for forest land, timberland, or timberland production would occur. Additionally, no new impacts related to loss of, or conversion of farmland or forest land to nonagricultural uses would occur. Therefore, no mitigation would be required.

Conclusion

The Proposed Project would not result in any impacts to agricultural or forestry resources beyond those identified in the previously certified GP PEIR. Therefore, no mitigation is required. The Project would not result in any new significant impacts or in a substantial increase in the severity of impacts evaluated in the GP

PEIR that would render Section 15183 inapplicable to the Project. With regards to the issue area of Agricultural and Forestry Resources, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No Mitigation Measures contained within the GP PEIR would be required because Project-specific impacts would be less than significant. GP PEIR uniformly applied development policies and standards have been implemented through the Proposed Project.

4.3 Air Quality

Ganddini performed an Air Quality Assessment for the Proposed Project to assess potential impacts to air quality (**Appendix A** – *Rancho Ridge Infill Project Air Quality, Global Climate Change, and Energy Impact Analysis, City of Orange,* Ganddini Group, March 31, 2023).

Regulatory Setting

Air pollutants are regulated at the national, state, and regional level. The United States Environmental Protection Agency (EPA) regulates at the national level under the Clean Air Act of 1970. It is responsible for setting and enforcing the National Ambient Air Quality Standards (NAAQS) for atmospheric pollutants. The California Air Resources Board (CARB), which is a part of the California Environmental Protection Agency, is responsible for the coordination and administration of both federal and state air pollution control programs within California. In this capacity, the CARB conducts research, sets the California Ambient Air Quality Standards (CAAQS), compiles emission inventories, establishes emission standards, develops suggested control measures, provides oversight of local programs, and prepares the State Implementation Plan. The South Coast Air Quality Management District (SCAQMD) is responsible for comprehensive air pollution control in the South Coast Air Basin (SCAB). The SCAQMD develops rules and regulations, establishes permitting requirements for stationary sources, inspects emission sources, and enforces such measures through educational programs or fines, when necessary. The SCAQMD is directly responsible for reducing emissions from stationary, mobile, and indirect sources.

There are six common air pollutants, called criteria pollutants, which were identified in the Clean Air Act of 1970.

- Ozone (O_3)
- Nitrogen Dioxide (NO_2)
- Carbon Monoxide (CO)
- Sulfur Dioxide (SO_2)
- Lead (Pb)
- Particulate Matter (PM10 and PM2.5)

The EPA and CARB designate air basins where ambient air quality standards are exceeded as "nonattainment" areas. If standards are met, the area is designated as an "attainment" area. If there is inadequate or inconclusive data to make a definitive attainment designation, they are considered "unclassified." National nonattainment areas are further designated as marginal, moderate, serious, severe, or extreme as a function of deviation from standards.

The Project Site is in the City of Orange, which is part of the SCAB region that includes the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties, and all of Orange County. The SCAQMD's 2022 Air Quality Management Plan (AQMP) assesses the attainment status of the SCAB. The 2022 AQMP builds upon measures already in place from previous AQMPs. It also includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies (e.g., zero emission technologies, when cost-effective and feasible, and low NOx technologies in other applications), best management practices, co-benefits from existing programs (e.g., climate and energy efficiency), incentives, and other Clean Air Act measures to achieve the 2015 8-hour ozone standard. The 2022 AQMP was approved and adopted by CARB on January 26, 2023.

Environmental Setting

The South Coast Air Basin is a 6,600-square-mile coastal plain bounded by the Pacific Ocean to the southwest and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The ambient concentrations of air pollutants are determined by the amount of emissions released by sources and the atmosphere's ability to transport and dilute such emissions. Natural factors that affect transport and dilution include terrain, wind, atmospheric stability, and sunlight. Therefore, existing air quality conditions in the area are determined by such natural factors as topography, meteorology, and climate, in addition to the amount of emissions released by existing air pollutant sources.

Atmospheric conditions such as wind speed, wind direction, and air temperature gradients interact with the physical features of the landscape to determine the movement and dispersal of air pollutants. The topography and climate of southern California combine to make the Basin an area of high air pollution potential. The Basin is a coastal plain connecting broad valleys and low hills, bounded by the Pacific Ocean to the west and high mountains around the rest of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific, resulting in a mild climate tempered by cool sea breezes with light average wind speeds.

The usually mild climatological pattern is disrupted occasionally by periods of extremely hot weather, winter storms, or Santa Ana winds. During the summer months, a warm air mass frequently descends over the cool, moist marine layer produced by the interaction between the ocean's surface and the lowest layer of the atmosphere. The warm upper layer forms a cap over the cool marine layer and inhibits the pollutants in the marine layer from dispersing upward. In addition, light winds during the summer further limit ventilation. Furthermore, sunlight triggers

the photochemical reactions that produce ozone. The region experiences more days of sunlight than any other major urban area in the nation except Phoenix[2].

Local Air Quality

The air quality at any site is dependent on the regional air quality and local pollutant sources. Regional air quality is determined by the release of pollutants throughout the air basin. Area sources, including architectural coatings and consumer products subcategories, are the major contributor to VOC emissions. Mobile sources, stationary point source, and stationary area source categories are the top contributors to NOx, SOx, and PM2.5 emissions, respectively[3].

Estimates of the existing emissions in the Basin provided in the 2022 AQMP indicate that collectively, mobile sources account for 46 percent of the VOC, 85 percent of the NOx emissions, 89 percent of the CO emissions and 29 percent of directly emitted PM2.5, with another 18 percent of PM2.5 from road dust. Stationary sources are responsible for most of the SOx emissions in the Basin, with the point source category (larger facilities subject to AER requirements) contributing 49 percent of total SOx emissions. Non-vehicle related area sources, such as commercial cooking are the predominant source of directly emitted PM2.5 emissions, contributing 41 percent of total emissions.

The SCAQMD has divided the South Coast Air Basin into fourteen general forecasting areas and 38 Source Receptor Areas (SRA) for monitoring and reporting local air quality. The SCAQMD provides daily reports of the current air quality conditions in each general forecast area and SRA. The monitoring areas provide a general representation of the local meteorological, terrain, and air quality conditions within the SCAB.

The Project Site is located in the Central Orange County Air Monitoring Source Receptor Area (SRA 17). Data for the project-specific air quality analysis was taken from the Anaheim-Pampas Lane monitoring station (Anaheim Station). The Anaheim Station is located approximately 8.33 miles northwest of the Project Site at 1630 W Pampas, Anaheim.

[2] 2022 Air Quality Management Plan, South Coast Air Quality Management District (2022). Accessed on August 3, 2024. https://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2022-air-quality-management-plan/final-2022-aqmp/final-2022-aqmp.pdf?sfvrsn=16

[3] *Ibid.*

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					
a) Conflict with or obstruct implementation of the applicable air quality plan?					X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?					X
c) Expose sensitive receptors to substantial pollutant concentrations?					X
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.3-1 Comply with all provisions of CEQA. In addition to thresholds that may be established or adopted by the City in the future, utilize the following thresholds and/or	Mitigation Measure is applicable. However, it should be noted that the Proposed Project would adhere to the latest

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
procedures for CEQA analysis of proposed projects, consistent with policies adopted within the General Plan: • Circulation o LOS D (volume to capacity [V/C] ratio less than or equal to 0.90) shall be the lowest acceptable level of service for both roadway segments and peak-hour intersection movements. o Orange County's Congestion Management Plan (CMP) specifies LOS E (V/C ratio less than or equal to 1.00) as the operating standard for roadways on the CMP highway system. o Projects that increase V/C by 0.01 or more on affected roadway segments or intersections experiencing LOS E or F conditions without the proposed project are considered to create significant impacts, and mitigation is required. All future development proposals shall be reviewed by the City for potential regional and local air quality impacts per CEQA. If potential impacts are identified, mitigation will be required to reduce the impact to a level less than significant, where technically and economically feasible. (**Implementation Program III-1**)	provisions of CEQA, which no longer utilizes LOS to determine significance of transportation impacts (SB 743). Vehicle Miles Traveled (VMT) is used in place of LOS.
5.3-2 Require major employers of 100 persons or more to institute TDM Plans. Such plans establish incentives to encourage employees to carpool, take public transportation, bicycle, or use some means other than private automobiles to get to and from work. (**Implementation Program III-5**)	Mitigation Measure is not applicable.
5.3-3 The City strongly encourages new development and major renovation projects to employ green building techniques and materials. Encourage proposed development projects throughout the City to use Leadership in Energy and Environmental Design (LEED®) Standards developed by the U.S. Green Building Council or similar third-party verified program. Encourage building orientations and landscaping that enhance natural lighting and sun exposure. Prepare guidelines for sustainable development to encourage incorporation of these practices in new development. These guidelines will	Mitigation Measure is applicable. The Proposed Project would comply with State Title 24 building construction standards, Energy Star conservation standards, and any applicable mandatory regulations and standards.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
include measures to maximize soil permeability to address related storm water and surface-water runoff issues. Require compliance with State Title 24 building construction standards and Energy Star conservation standards for all development projects. Climate change Mitigation Measures identified in the General Plan EIR shall be incorporated as implementation programs and applied to new development projects upon adoption of the General Plan. (**Implementation Program III-11**)	
5.3-4 Use public education activities to accomplish the following objectives: • Educate residents regarding air and water quality, including the effects of urban • runoff; • Raise public awareness about the importance of "green building" techniques; and • Educate the public regarding the benefits of recycling and waste reduction. Coordinate education activities and make materials available to residents. Utilize all available media including forums, flyers, brochures, email, videos, interpretive displays, workshops, and the City's website and cable television channel to accomplish these objectives. Fully utilize the resources of the Orange Public Library to disseminate this information. Explore partnerships with local schools and educators to develop various educational programs related to historic preservation, personal and community safety, and environmental awareness. (**Implementation Program IV-3**)	Mitigation Measure is not applicable.
5.3-5 Participate in regional efforts to implement TDM requirements and support implementation of the employer TDM provisions of the SCAQMD AQMP by working with the SCAQMD to identify employers within Orange most suitable for participation in the TDM programs to achieve major reduction of VMT. (**Implementation Program IV 6**)	Mitigation Measure is not applicable.
5.3-6 Work with SCAQMD and SCAG to implement the AQMP and meet all federal and state air quality standards for pollutants. Participate in any future amendments and updates to the AQMP. (**Implementation Program V-10**)	Mitigation Measure is applicable. The Proposed Project would comply with all applicable regulations

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
	and rules of the SCAQMD and the AQMP.
5.3-7 The City shall require each project applicant to implement the following measures to reduce the exposure of sensitive receptors to TACs from mobile sources, as a condition of project approval: • Activities involving idling trucks shall be oriented as far away from and downwind of existing or proposed sensitive receptors as feasible. • Strategies shall be incorporated to reduce the idling time of main propulsion engines through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for TRUs to allow diesel engines to be completely turned off. • Proposed developments shall incorporate site plans that move sensitive receptors as far as feasibly possible from major roadways (100,000+ average daily trips). • Projects containing sensitive receptors (such as residences, schools, day care centers, and medical facilities) on sites within 500 feet of a freeway must demonstrate that health risks relating to diesel particulates would not exceed acceptable health risk standards prior to project approval.	Mitigation Measure is applicable. The Proposed Project shall implement the following measures to reduce the exposure of sensitive receptors to TACs from mobile sources.

Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Significant and Unavoidable Impact. The GP PEIR discusses the OGP's impact with the Air Quality Management Plan (AQMP). In preparation of the AQMP, SCAQMD and the Southern California Association of Governments (SCAG) relied on population growth projects in the region to forecast, inventory, and allocate regional emissions from land use and development-related sources. For the purposes of analyzing consistency with the AQMP, the GP PEIR assumed that if the General Plan would accommodate population growth substantially greater than anticipated in the AQMP, then the OGP would conflict with the AQMP. According to SCAG projections, the population in Orange would increase to 153,522 persons in 2030. The OGP, however, could accommodate a population of 194,543 beyond 2030. The GP PEIR states that the General Plan buildout would result in an increase of approximately 23,478 dwelling units, 35.7 million square feet of

nonresidential building area over existing conditions, and a net population increase of approximately 57,844 persons.

The GP PEIR states that the OGP would result in emissions in excess of thresholds for criteria air pollutants and precursors for which the region is in nonattainment and would increase population (and thus VMT) beyond that anticipated by SCAG. Therefore, the OGP would conflict with SCAQMD air quality planning efforts (OGP, page 5.3-28).

The GP PEIR assumed that all trips and associated emissions would be new to the City. The GP PEIR assessed air quality short-term impacts and long-term impacts from future development allowed by the General Plan. The GP PEIR relies on the significance criteria established by CARB and SCAQMD. Construction-related emissions of criteria air pollutants (e.g. PM_{10}) and ozone precursors (ROG and NOx) were assessed in accordance with methodologies recommended by CARB and SCAQMD. Emissions of criteria air pollutants and ozone precursors associated with new growth under the OGP were treated as new to the City as a conservative (worst-case) assumption.

Mitigation Measure 5.3-6 requires the City to work with the SCAQMD and SCAG to ensure consistency with the AQMP. The OGP intended to accommodate growth primarily through land use focus areas in already developed areas of the City. Many of the focus areas are adjacent to existing transit services and within walking distance of commercial services. Additionally, the development in these areas would primarily be mixed use development. These factors could lead to a reduction in VMT. However, even with implementation of these goals, policies, and programs, and Mitigation Measure 5.3-6 anticipated population and development consistent with the OGP under the proposed project could lead to operational (mobile-source and area-source) emissions that exceed thresholds. Therefore, this impact would be significant and unavoidable.

Impacts Associated with the Proposed Project (a):

No New Impacts. The Proposed Project would not conflict with or obstruct implementation of the SCAQMD Air Quality Management Plan (AQMP). The AQMP establishes thresholds for criteria pollutants. Projects that exceed any of the indicated daily thresholds should be considered as having an individually and cumulatively significant air quality impact and are not in compliance with the AQMP. The primary purpose of the air quality plan is to bring an area that does not attain federal and state air quality standards into compliance with those standards pursuant to the requirements of the Clean Air Act and California Clean Air Act. A Proposed Project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

Criterion 1: Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

Criterion 2: Whether the project will exceed the assumptions in the AQMP, or increments based on the years of project buildout and phase.

Based on the air quality modeling analysis contained in **Appendix A** and included in **Tables 4 through 8** below, neither short-term construction impacts, nor long-term operations impacts would result in significant impacts based on the SCAQMD regional and local thresholds of significance. Therefore, the Proposed Project is not projected to contribute to the exceedance of any air pollutant concentration standards and is found to be consistent with the AQMP for Criterion 1.

Regarding Criterion 2, the AQMP incorporates land use assumptions from local general plans and regional growth projections developed by SCAG to estimate stationary and mobile air emissions associated with projected population and planned land uses, namely SCAG's 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP). If the proposed land use is consistent with the local general plan, then the impact of the project is presumed to have been accounted for in the AQMP. This is because the land use and transportation control sections of the AQMP are based on the SCAG regional growth forecasts, which incorporates projections from local general plans.

The Project Site is designated as Low Density Residential in the General Plan and is zoned R-1-10. The Project proposes 11 single-family homes on approximately 1.93-acres. The Project proposes to establish a PUD to update the Project Site's zoning from R-1-10 to R-1-10 (PUD). The Proposed Project will comply with all the development standards established in the zoning code for the PUD except the minimum lot area. The lot area has been modified for consistency with the General Plan land use designation density. The Project is not requesting an amendment to the zoning map to rezone the property. In accordance with California Government Code Section 65589.5(j)(4), "For purposes of this section, a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the Project Site is inconsistent with the general plan. If the local agency has complied with paragraph (2), the local agency may require the proposed housing development project to comply with the objective standards and criteria of the zoning which is consistent with the general plan, however, the standards and criteria shall be applied to facilitate and accommodate development at the density allowed on the Project Site by the general plan and proposed by the proposed housing development project." The California Department of Housing and Community Development (HCD)

reaffirmed that cities could not require a rezone/reclassification in the Housing Accountability Act Technical Assistance Advisory, issued on September 15, 2020. The project would comply with the R-1-10 and PUD standards, as applicable.

Furthermore, the SCAQMD acknowledges that strict consistency with all aspects of the AQMP is not required in order to make a finding of no conflict. Rather, a project is considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The project would implement contemporary energy-efficient technologies and regulatory/operational programs required per Title 24, CALGreen and City standards. Generally, compliance with SCAQMD emissions reductions and control requirements also act to reduce project air pollutant emissions. In combination, project emissions-reducing design features and regulatory/operational programs are consistent with and support overarching AQMP air pollution reduction strategies. Project support of these strategies promotes timely attainment of AQMP air quality standards and would bring the project into conformance with the AQMP. Therefore, the Proposed Project is not anticipated to exceed the AQMP assumptions for the Project Site and is found to be consistent with the AQMP for the second criterion.

Based on the above, the Proposed Project would not result in an inconsistency with the SCAQMD AQMP. A less than significant impact would occur, and no mitigation would be required. No new significant or peculiar impacts from what is analyzed in the GP PEIR are found and the Proposed Project would not result in a new significant impact or in a substantial increase in the severity of the impacts identified in the GP PEIR.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Potentially Significant Impact. *Short-Term Impacts:* Construction-related emissions are described as short-term or temporary in duration and have the potential to represent a significant impact with respect to air quality. The OGP identifies future land uses and does not contain specific development proposals. Buildout of the OGP is dependent on individual housing decisions, employment opportunities, provision of services for housing and supporting commercial uses, land use decisions of the City and other public agencies, regional transportation planning decisions, the decisions of financial institutions related to development projects, and other similar factors. Therefore, construction-related emissions associated with the General Plan implementation are speculative and cannot be determined broadly. Construction-related activities would result in emissions of criteria air pollutants and ozone precursors from site preparation (e.g., excavation, grading, and clearing); exhaust from off-road equipment, material

delivery trucks, and worker commute vehicles; vehicle travel on paved and unpaved roads; and other miscellaneous activities (e.g. building construction, asphalt paving, application of architectural coatings and trenching for utility installation). Emissions of ozone precursors are associated primarily with exhaust from off-road construction equipment, worker commute trips, and other construction-related activities.

The GP PEIR conducted modeling that assumed a 20-year planning horizon and compared the estimated emissions from buildout of the OGP with the applicable SCAQMD significance thresholds. Based on the modeling conducted, construction-related activities would result in emissions of ROG, NOX, PM10, and PM2.5 that exceed SCAQMD's significance thresholds. SCAB is already in nonattainment for these pollutants. Thus, construction-related emissions of ozone precursors could violate or contribute substantially to an existing or projected air quality violation, and/or expose sensitive receptors to substantial pollutant concentrations. The GP PEIR concludes that because of the large amount of development and potential for simultaneous construction of multiple sites, the nonattainment status of the SCAB, and modeled emissions that exceed applicable thresholds, implementation of the OGP could result in a cumulatively considerably net increase of any criteria pollutant for which the project region is non-attainment under SCAQMD air quality standards.

Compliance with OGP policies, relevant SCAQMD rules, and implementation of Mitigation Measures 5.3-1 and 5.3-7 would reduce short-term, construction-related emissions, but not to a less than significant level. Construction-related emissions of criteria air pollutants and precursors would still exceed significance thresholds; for this reason such emissions could violate or contribute substantially to an existing or projected air quality violation, and/or expose sensitive receptors to substantial pollutant concentrations. As a result, this impact would remain significant and unavoidable. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Long-Term Impacts: The General Plan PEIR modeled area- and mobile-source emissions using URBEMIS 2007 Version 9.2.4 to estimate emissions for land use development projects based on proposed land use types and zones, trip generation increases, and default settings and parameters attributable to analysis period and site location (OGP PEIR, page 5.3-23). Based on the modeling conducted for the General Plan, operational activities would result in emissions of ROG, NO_x, CO, PM_{10}, and $PM_{2.5}$ that exceed the SCAQMD's applicable thresholds. Thus, operational emissions of these ozone precursors and particulate matter could violate or contribute substantially to an existing or projected air quality violation, and/or expose sensitive receptors to substantial pollutant concentrations. This is a potentially significant impact.

The General Plan could accommodate stationary sources of pollutants that would be required to obtain permits to operate in compliance with SCAQMD rules. The permit process would ensure that these sources would be equipped with the required emission controls, and that individually, these sources would not cause a significant environmental impact. There is no available methodology to reliably estimate these emissions; nonetheless, the emissions from these sources would be additive to the estimated area-source and mobile-source emissions described above. The OGP contains numerous goals, policies, and implementation programs intended to improve air quality, such as encouraging the use of regional rail and transit to relieve traffic congestion. Compliance with the OGP policies and implementation of Mitigation Measures 5.3-1 through 5.3-7 would reduce operational air quality impacts at a programmatic level, but not to a less than significant level. As a result, this impact would remain significant and unavoidable. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Impacts Associated with the Proposed Project (b)

No New Impacts. Air pollution is largely a cumulative impact resulting from emissions generated over a large geographic region. The nonattainment status of regional pollutants is a result of past and present development, and the SCAQMD develops and implements plans for future attainment of ambient air quality standards. Based on these considerations, project-level thresholds of significance for criteria pollutants are used to determine whether a project's individual emissions would have a cumulatively considerable contribution to air quality. If a project's emissions exceeded the SCAQMD's significance thresholds, it would be considered to have a cumulatively considerable contribution. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant.

Short-Term Impacts: The maximum construction-related criteria pollutant emissions are shown below in **Table 3**. Table 3 shows that none of the Proposed Project's emissions would exceed regional thresholds. Therefore, a less than significant regional air quality impact would occur from construction of the Project.

Table 3 – Construction-Related Regional Pollutant Emissions

Activity	Pollutant Emissions (pounds/day)					
	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Maximum Daily Emissions[1,2]	9.81	16.50	17.40	0.03	3.76	2.09
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod Version 2022.1.1.6
Notes:
1. On-site emissions from equipment operated on-site that is not operated on public roads. On-site demolition and grading PM10 and PM2.5 emissions show compliance with SCAQMD Rule 403.
2. Construction, painting, and paving phases may overlap.

Construction-related air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the SCAB. The Proposed Project has been analyzed for the potential local air quality impacts created from: construction-related fugitive dust and diesel emissions; from toxic air contaminants; and from construction-related odor impacts. As shown in **Table 4**, the maximum number of acres disturbed in a day would be 2 acres during grading. The local air quality emissions from construction were analyzed using SCAQMD's Mass Rate Localized Significant Threshold (LST) Look-up Tables and methodology.

Table 4 – Maximum Number of Acres Disturbed Per Day

Activity	Equipment	Number	Acres/8hr-day	Total Acres
Demolition	Rubber Tired Dozers	1	0.5	0.5
	Crawler Tractors[1]	1	0.5	0.5
	Subtotal for Phase	-	-	**1**
Grading	Graders	1	0.5	0.5
	Rubber Tired Dozers	1	0.5	0.5
	Crawler Tractors[1]	2	0.5	1
	Subtotal for Phase	**-**	**-**	**2**

Source: SCAQMD Fact Sheet for Applying CalEEMod to Localized Significance Thresholds, 2011b.
Notes:
1. Tractor/loader/backhoe is a suitable surrogate for a crawler tractor per SCAQMD staff.

Table 5 shows the on-site emissions from the CalEEMod model for the different construction phases and the LST emissions thresholds. As shown in Table 5, none of the analyzed criteria pollutants would exceed the local emissions thresholds at the nearest sensitive receptors. Therefore, the Proposed Project does not result in a cumulatively considerably increase of any criteria pollutant and does not result

in any additional increase beyond what is already analyzed in the GP PEIR. Therefore, the Proposed Project does not result in any new impacts beyond what is analyzed in the GP PEIR. Potential impacts associated with construction emissions would be less than significant, and no mitigation would be required, and the Proposed Project impacts would not be substantially greater than those identified in the GP PEIR.

Table 5 – Local Construction Emissions at the Nearest Receptors

Activity	On-Site Pollutant Emissions (pounds/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Demolition	13.20	12.20	0.58	0.53
Grading	15.90	15.40	3.50	2.02
Building Construction	9.44	10.10	0.37	0.34
Paving	4.41	6.48	0.18	0.71
Architectural Coating	0.86	1.13	0.02	0.02
SCAQMD Thresholds	115	715	6	4
Exceeds Threshold?	**No**	**No**	**No**	**No**

Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 2-acres, to be conservative, at a distance of 25 meters in SRA 17 Central Orange County.
Notes:
1. The nearest sensitive receptors to the Project include the single-family residential uses located adjacent to the east and south and approximately 60-feet (~18 meters) to the west of the Project Site; therefore, the 25-meter threshold was used.
The Project would disturb up to a maximum of 2 acres a day during grading (see Table 5).

Long-Term Impacts: The on-going operation of the Proposed Project would result in a long-term increase in air quality emissions due to project-generated vehicle trips and on-going use of the Proposed Project. The worst-case summer or winter criteria pollutant emissions created from the Project's long-term operations have been calculated. Operational activities associated with the Proposed Project would result in emissions of ROG, NOx, CO, SO_2, PM10, and PM2.5, however, none are above the SCAQMD thresholds as shown in **Table 7**. The results show that none of the SCAQMD regional thresholds would be exceeded. Therefore, a less than

significant regional air quality impact would occur from operation from the Project.

Table 6 - Regional Operational Pollutant Emissions

Activity	Pollutant Emissions (lbs/day)[1]					
	ROG	NOx	CO	SO2	PM10	PM2.5
Maximum Daily Emissions	1.17	0.51	2.90	0.01	0.22	0.06
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	**No**	**No**	**No**	**No**	**No**	**No**
Source: CalEEMod Version 2022.1.1.6; the higher of either summer or winter emissions.						

Since the Proposed Project would not introduce any substantial stationary sources of emissions, CO is the benchmark pollutant for assessing local area air quality impacts from post-construction motor vehicle operations. No violations of the state and federal CO standards are projected to occur, based on the magnitude of traffic the Proposed Project is anticipated to generate. The Project would only generate approximately 100 daily vehicle trips. The 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan) showed that an intersection which has a daily traffic volume of approximately 100,000 vehicles per day would not violate the CO standard. Therefore, as the Proposed Project includes only up to 100 vehicle trips per day, the intersection volumes would fall far short of 100,000 vehicles per day, and no CO "hot spot" modeling was performed. No significant long-term impact on local air quality is anticipated with the on-going use of the Project.

Project-related air emissions from on-site sources such as architectural coatings, landscaping equipment, on-site usage of natural gas appliances as well as the operation of vehicles on-site may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. According to SCAQMD LST methodology, LSTs would apply to the operational phase of a project, if the project includes stationary sources, or attracts mobile sources (such as heavy-duty trucks) that may spend long periods queuing and idling at the Project Site; such as industrial warehouse/transfer facilities. The Proposed Project involves the development of the site with a residential use and does not include such uses. Therefore, due to the lack of stationary source emissions, no long-term localized significance threshold analysis is warranted.

The Project Site is located in an area that is out of attainment for ozone, PM10, and PM2.5. The greatest cumulative impact on the quality of regional air cell would be the incremental addition of pollutants mainly from increased traffic

volumes from residential, commercial, and industrial development and the use of heavy equipment and trucks associated with the construction of these projects. Air quality would be temporarily degraded during construction activities that occur separately or simultaneously. However, in accordance with the SCAQMD methodology, projects that do not exceed the SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. Project operations would generate emissions of NOx, ROG, CO, PM10, and PM2.5, which would not exceed the SCAQMD regional or local thresholds and would not be expected to result in ground level concentrations that exceed the NAAQS or CAAQS.

Therefore, operation of the Proposed Project would not result in a cumulatively considerable net increase for nonattainment of criteria pollutants or ozone precursors. Therefore, potential impacts associated with regional air quality would be less than significant, and no mitigation would be required. No new impacts from what is analyzed in the GP PEIR are found.

c) Expose sensitive receptors to substantial pollutant concentrators?

Narrative Summary: Impacts Analyzed in the GP PEIR (c)

Significant and Unavoidable. With implementation of the General Plan, new or modified toxic air contaminants (TACs) could be placed near existing sensitive receptors, and new sensitive receptors could be developed near existing sources of TACs.

Construction-Related Emissions: Construction-related activities would result in short-term emissions of diesel PM from the exhaust of offroad heavy-duty diesel equipment for site preparation (e.g., excavation, grading, and clearing), paving, application of architectural coatings; and other miscellaneous activities. However, emission standards in the Clean Air Act and SCAQMD rules and regulations mitigate TACs, which would also reduce particulate matter exhaust emissions. The GP PEIR concludes that because "the use of off-road heavy-duty diesel equipment would be temporary and would combine with the highly dispersive properties of diesel PM, further reductions in exhaust emissions would occur, and construction-related activities would be typical to similar development-type projects, and construction-related TAC emissions would not expose sensitive receptors to substantial concentrations of TACs. It is also important to note that compliance with the construction dust mitigation requirements would also reduce particulate matter exhaust emissions. As a result, this impact would be less than significant" (OGP, page 5.3-29).

Operational Emissions: The General Plan anticipates construction of light industrial and commercial land uses, which may potentially include stationary sources of TACs, such as dry-cleaning establishments, gasoline-dispensing facilities, and diesel-fueled backup generators. These types of stationary sources, in addition to

any other stationary sources that may emit TACs, would be subject to SCAQMD's rules and regulations. Given compliance with applicable rules and regulations, operation of stationary sources would not result in the exposure of sensitive receptors to TACs at levels exceeding SCAQMD's significance thresholds, and this impact would be less than significant. Furthermore, the stationary sources of TAC emissions in the City would be required to be permitted and regulated to prevent new land use compatibility conflicts. Therefore, there would be no incompatibility of proposed land uses with existing sources of TAC emissions. This impact would also be less than significant. However, because of uncertainty with respect to determination and location of tenants, frequency of diesel-fueled trucks visiting the proposed land uses, and distances between trucking activities and sensitive receptors at final buildout of the General Plan and associated mobile emissions of diesel exhaust, this impact would be potentially significant. Implementation of Mitigation Measures 5.3-1 through 5.3-7 would reduce the exposure of sensitive receptors to on road mobile source emissions, but not to a less than significant level. This impact would remain significant and unavoidable.

Impacts Associated with the Proposed Project (c)

No New Impacts. Those who are sensitive to air pollution include children, elderly, and persons with preexisting respiratory or cardiovascular illnesses. For purposes of CEQA, the SCAQMD considers a sensitive receptor to be a location where a sensitive individual could remain for 24 hours, such as residences, hospitals, or convalescent facilities (South Coast Air Quality Management District 2008). Commercial and industrial facilities are not included in the definition because employees do not typically remain on-site for 24 hours.

As discussed under threshold b, project-related construction and operational air emissions may have the potential to exceed the State and Federal air quality standards in the vicinity of the Project Site, even though these pollutant emissions would not be significant enough to create a regional impact to the SCAB. In order to assess local air quality impacts the SCAQMD has developed Localized Significance Thresholds (LSTs) to assess the Proposed Project-related air emissions. LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard. LSTs are developed based on the ambient concentrations of four applicable air pollutants for source receptor area (SRA-17) – Central Orange County.

The nearest sensitive receptors to the Project Site are the single-family residential uses located adjacent to the east and south and approximately 60 feet (~18 meters) to the west (across Rancho Santiago Boulevard) of the Project Site. In addition, Enderby Field/Santiago Charter Middle School is located approximately 215 feet south of the Project Site. Other air quality sensitive land uses are located further from the Project Site and would experience lower impacts. The nearest

existing sensitive receptors are located along the western and southern boundaries of the Project Site, less than 25 meters (82 feet) from potential areas of on-site construction and operational activity. Although receptors are located closer than 25 meters (82 feet) to the Project Site, SCAQMD LST methodology states that projects with boundaries located closer than 25 meters (82 feet) to the nearest receptor should use the LSTs for receptors located at 25 meters (82 feet). As shown in Table 5 above, none of the analyzed criteria pollutants would exceed the local emissions thresholds at the nearest sensitive receptors.

Construction

The greatest potential for toxic air contaminant emissions would be related to diesel particulate emissions associated with heavy equipment operations during construction of the Project. According to the Office of Environmental Health Hazard Assessment (OEHHA) and the SCAQMD Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel idling Emissions for CEQA Air Quality Analysis (August 2003), health effects from TACs are described in terms of individual cancer risk based on a lifetime (i.e., 30-year) resident exposure duration. Given the temporary and short-term construction schedule (approximately 24 months), the project would not result in a long-term exposure as a result of Project construction. Furthermore, construction-based particulate matter (PM) emissions including diesel exhaust emissions do not exceed any local or regional thresholds.

The Proposed Project would comply with the CARB Air Toxics Control Measure that limits diesel powered equipment and vehicle idling to no more than five minutes at a location, and the CARB In-Use Off-Road Diesel Vehicle Regulation; compliance with these requirements would minimize emissions of TACs during construction. The Proposed Project would also comply with the requirements of SCAQMD Rule 1403 if asbestos is found during the renovation and construction activities. Therefore, impacts from TACs during construction would be less than significant.

Operations

Operational emissions are calculated within CalEEMod. The program is largely based on default settings which are automatically populated throughout the model based on the imputed land use. Southern California Edison averages for utility emissions were utilized for the calculations throughout the model. CalEEMod utilized the proposed land use and then estimates worst-case air quality emissions from trip generations built into the model and includes vehicle emission rates from Emission Factors 2021. The data provided in Table 6 above shows that the on-going operations of the Proposed Project would not exceed SCAQMD local operational thresholds of significance.

Potential impacts associated with exposing sensitive receptors to substantial pollutant concentrations during construction or from operation of the Proposed

Project would be less than significant, and no mitigation would be required. Therefore, the on-going operations of the Proposed Project would create a less than significant operations-related impact to local air quality due to on-site emissions and no mitigation would be required. No new significant or substantially greater impacts from what is analyzed in the GP PEIR are found.

d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?

Narrative Summary: Impacts Analyzed in the GP PEIR (d)

Less Than Significant Impact. According to the GP PEIR, the General Plan does not have the potential to create objectionable odors. Therefore, this issue is not discussed further in the GP PEIR (OGP, page 5.3-17). Additionally, minor sources of odors associated with the General Plan would be associated with the construction of proposed land uses. Odors associated with diesel fumes and other minor sources would be temporary and would disperse rapidly with distance from the source; therefore, construction-generated and mobile-source odors would not result in the frequent exposure of receptors to objectionable odor emissions. As a result, short-term construction-related and long-term mobile-source related odors would be less than significant. A less than significant impact associated with short-term and long-term odor impacts would occur. No mitigation would be required.

Impacts Associated with the Proposed Project (d)

No New Impacts. The occurrence and severity of potential odor impacts depend on numerous factors. The nature, frequency, and intensity of the source; the wind speeds and direction; and the sensitivity of receiving location each contribute to the intensity of the impact. Although offensive odors seldom cause physical harm, they can be annoying and cause distress among the public and generate citizen complaints.

Potential sources that may emit odors during construction activities include the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process are short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impact related to odors would occur during construction of the Proposed Project. Diesel exhaust and VOCs would be emitted during construction of the project, which are objectionable to some; however, emissions would disperse rapidly from the Project Site and therefore should not reach an objectionable level at the nearest sensitive receptors.

Established requirements addressing construction equipment operations, and construction material use, storage, and disposal requirements act to minimize

odor impacts that may result from construction activities. Moreover, construction-source odor emissions would be temporary, short-term, and intermittent in nature and would not result in persistent impacts that would affect substantial numbers of people. Potential construction-source odor impacts are therefore considered less than significant.

The Proposed Project does not propose any uses or activities that would result in potentially significant operational-source odor impacts. Potential sources that may emit odors during the on-going operations of the Proposed Project would include odor emissions from the intermittent diesel delivery truck emissions and trash storage areas. Due to compliance with SCAQMD's Rule 402, no significant impact related to odors would occur during the on-going operations of the Proposed Project. Potential operational-source odor impacts are therefore considered less than significant. No new impacts from what is analyzed in the GP PEIR are found.

Conclusion

The air quality impacts of the Proposed Project would be less than significant, and no Project-specific mitigation is required. The Project would not result in any new significant impacts or in a substantial increase in the severity of impacts evaluated in the GP PEIR that would render Section 15183 inapplicable to the Proposed Project. With regards to the issue area of Air Quality, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures have been implemented.

4.4 Biological Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
IV. BIOLOGICAL RESOURCES: Would the project:					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?					X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?					X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means					X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					X

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.4-1 Analyze development proposals for potential impacts to significant ecological and biological resources. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. (**Implementation Program III-13)**	Mitigation Measure is not applicable.
5.4-2 Continue to coordinate with state and federal wildlife agencies in an effort to protect rare or endangered species of plants and animals. Require that all development activities adhere to state and federal legislation that protects all sensitive plants and animals. Coordinate with these agencies for City efforts to restore portions of Santiago Creek, to develop bike trails and pathways adjacent to Santiago Creek, to recognize the archaeological significance of Santiago Creek, and to integrate natural landscape components within the design of projects adjacent to waterways. (**Implementation Program V-11**)	Mitigation Measure is not applicable.
5.4-3 Prior to making land use decisions, the City will utilize available methods to estimate increases in pollutant loads and flows resulting from projected future development. The City will follow the most current National Pollutant Discharge Elimination System (NPDES) Permit and County of Orange Drainage Area Master Plan and the City Drainage Area Management Plan to ensure that the City complies with applicable state and federal regulations. Applicants for new development and redevelopment projects shall prepare and submit plans	Mitigation Measure is applicable. The Proposed Project would follow all applicable provisions listed in the NPDES. A Preliminary Hydrology Analysis and a Preliminary Water Quality Management Plan (PWQMP) were prepared for the Proposed Project. The PWQMP and Hydrology

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
to the City, as well as implement plans demonstrating accomplishment of the following: • Use structural and nonstructural best management practices (BMPs) to mitigate projected increases in pollutant loads and flows; • Control the velocity of pollutant loading flows during and after construction; • Limit areas of impervious surfaces and preserve natural areas; • Limit directly connected areas of impervious surfaces; • Use natural treatment systems such as wetlands and bioswales to treat storm runoff where technically and economically feasible; • Provide on-site infiltration and runoff and temporary on-site retention areas; • Limit disturbance of natural water bodies, natural drainage systems, and highly erodible areas; and • Use pollution prevention methods, source controls, and treatment using small collection strategies located at, or as close as possible to, the source. In addition, applicants for large development projects are required to prepare and implement plans that meet site predevelopment hydrologic conditions and to control runoff on-site where technically feasible. (**Implementation Program III-8**)	Study list BMPs and treatment systems for the Project Site.
5.4-4 Comply with all provisions of the NPDES permit, and support regional efforts by the Santa Ana Regional Water Quality Control Board (RWQCB) to improve and protect surface water quality. (**Implementation Program V-9**)	Mitigation Measure is applicable. The Proposed Project would comply with all provisions of the NPDES permit.
5.4-5 Support compliance with the Central Orange County NCCP/HCP. Participate in any future update to the NCCP/HCP. Coordinate with the Fire Department and related agencies to ensure consideration of NCCP habitat areas when planning fuel modification zones. (**Implementation Program V-13**)	Mitigation Measure is not applicable.
5.4-6 Continue to work with local and regional open space preservation organizations and state and federal agencies to identify and conserve urban open space and protect lands accessible for public use. Pursue grants and other resources to plan for open space preservation and, as appropriate, purchase properties	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
to be included in the open space system. Use conservation easements where feasible as part of the City's open space acquisition program. (**Implementation Program V-14**)	

Discussion

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant with Mitigation. The GP PEIR evaluated the potential for implementation of the OGP to impact biological resources in the City. According to the GP PEIR, the majority of development allowed by the OGP would occur through infill, redevelopment, and intensification in the OGP land use focus areas. Development in these areas is not expected to affect sensitive species as these areas are already urbanized. The GP PEIR discusses that grading, excavation, and construction activities associated with the buildout of the OGP in the eastern portion of the City's planning area may potentially impact sensitive species and their habitats. Development within these areas may reduce existing habitat for some special status plant and wildlife species due to increases in lighting, noise, pets, and fragmentation of wildlife habitat. These factors may also disrupt wildlife movement along established corridors.

Three species (coastal California gnatcatcher, coastal cactus wren, and orange-throated whiptail lizard) were designated as "target species" by the NCCP/HCP to be used as umbrella species to guide the design of a permanent habitat system within the Central and Coastal Subregion. Areas designated as NCCP Habitat Reserve as needed by the three species are designated by the OGP as Open Space or Recreational Commercial consistent with the NCCP. According to the GP PEIR, development in these sensitive areas is not expected under the implementation of the OGP. The GP PEIR discusses the City's and Irvine Company's participation in the Orange County Central/Coastal NCCP process as a signatory to the implementation agreement provides the means to mitigate the direct and indirect impacts to the 39 species and four covered habitats identified within designated development sites in the NCCP/HCP area and allows development to proceed in areas not designated as "Reserve" and "Non-Reserve Open Space." The specific impact to sensitive species from future development in the City's planning area cannot be determined at the

programmatic level of analysis because no precise development projects that would follow the General Plan update were known at the time of the GP PEIR and OGP. Therefore, impacts at this program level of analysis are determined to be potentially significant.

With adherence to and implementation of the proposed policies and regulations, and implementation of Mitigation Measures 5.4-1 and 5.4-2, program-level impacts to sensitive species would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Impacts Associated with the Proposed Project (a):

No New Impacts. A General Biological Technical Report was prepared for the Proposed Project by Noreas (**Appendix B** – *Rancho Ridge Infill Project General Biological Technical Report* by Noreas, January 2023). The Biological Report examines the Project Site and the results of baseline biological resources surveys and habitat assessments for the Proposed Project. The Proposed Project proposes development within areas either already developed or in a non-native plant community that does not support special-status species. The Biological Report's pedestrian survey determined that greater than 99% of the Project Site was comprised of developed, disturbed, and/or non-native land cover types. The Project is not collocated with any United States Fish and Wildlife Service (USFWS) designated critical habitat, nor were any special status species detected. No nesting birds, remnant raptor nests, or bat guano were detected within the Project Site either. The Project Site's developed and disturbed land cover has substantially decreased its value as suitable breeding, nesting, and foraging habitat for native species.

Additionally, the Project Site was assessed for its potential to support special-status species. No Federal or State listed plant species and special-status species were observed within the Biological Report's study area. The study area does not include any USFWS-designated critical habitat for plants or wildlife. The Biological Report concluded that the Project Site does not include substantive habitat requirements necessary to support special-status flora or special-status wildlife.

Therefore, the Proposed Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service.

The Proposed Project may require the removal of vegetation, shrubs, or trees that could provide potential nesting habitat for common urban birds, and migratory BCC birds protected by the Migratory Bird Treaty Act (MBTA), Migratory Bird

Protection Act (MBPA), and the Fish and Wildlife Code. While the Project Site's developed and disturbed land cover have substantially decreased its value as suitable breeding, nesting, and foraging habitat for native species and plants, the following mitigation measure is recommended for implementation to further reduce any direct and indirect impacts on wildlife species. If present at the time of vegetation removal there could be direct impacts on active nests, eggs, or young. To avoid direct and indirect impacts to active bird nests, eggs, or young, preconstruction nesting bird surveys and monitoring is required as described in Regulatory Compliance **Mitigation Measure BIO-1**. With the implementation of the mitigation measure, there would be no presumption that the Proposed Project would result in the loss of individual species, nor that it would adversely affect local or regional populations of them.

Regulatory Compliance Mitigation Measure BIO-1: Preconstruction Nesting Bird Survey

- Training of all field staff on applicable - or relevant, and appropriate local, state, and federal regulatory agency requirements, environmental laws, and regulations associated with working around biological resources.
- No personnel working within Project limits will "take" or destroy plants, animals, or active nests (or eggs) of birds that are protected under the Federal or State Endangered Species Acts and Migratory Bird Treaty Act (MBTA).
- No personnel working within Project limits will handle - or relocate, flora or fauna.
- If possible, ground disturbing activities and vegetation removal (including tree trimming) should be timed to occur outside the typical avian nesting season (March 15th through September 1st).
- If ground disturbing activities or vegetation removal (including tree trimming) are scheduled during the bird nesting season (March 15th through September 1st), a pre-activity clearance survey for nesting birds should be conducted prior to the onset of ground disturbance. The survey should be conducted by a qualified biologist with prior experience conducting nesting bird surveys for construction projects. The study area should include the Project Site and suitable habitat within a 300-foot buffer, or a buffer size determined by the qualified biologist based on level of proposed disturbance and access. If no occupied nests are found, no additional measures are required.
- If active nests are found the biologist will map the location and document the species and nesting stage. An activity exclusion buffer will be established around occupied nests as determined by the qualified biologist and based on the species sensitivity to disturbance and the type and duration of the disturbance. The buffer zone should be maintained during

physical ground disturbing undertakings. Once the nesting has ended, the buffer may be removed.

b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

c) *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Narrative Summary: Impacts Analyzed in the GP PEIR (b-c)

Less Than Significant with Mitigation. The GP PEIR states that protection of riparian habitat and wetlands would occur during standard procedures for environmental review of land development projects and City infrastructure improvements in areas where riparian habitat and wetlands could be impacted. Much of the land directly adjacent to riparian areas in the City is designated as Open Space or Open Space Park in the OGP.

The specific impact to riparian habitat and wetlands from future development in the planning area cannot be determined at this General Plan level of analysis because no precise land development projects that rely on land use changes proposed as part of the General Plan update are known at this time. Therefore, impacts at this program level of analysis are determined to be potentially significant. With adherence to and implementation of the proposed policies and regulations, and implementation of Mitigation Measures 5.4-3 and 5.4-4, program-level impacts to riparian habitat and wetlands would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Impacts Associated with the Proposed Project (b-c):

No New Impacts. As discussed under threshold a, the Biological Report prepared for the Proposed Project did not detect any riparian or riverine habitats or any obvious indicators of a well-defined water conveyance bed, bank, or channel within the Project Site. According to the Biological Report, the topographic suggests that the Project Site lacks waters which are typically subject to the Clean Water Act, or Fish and Game Code Section 1600 jurisdiction. Furthermore, the National Wetland Inventory has no records of special aquatic resources within the Project Site. The Biological Report characterizes the Project Site as disturbed upland. Therefore, the Proposed Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or USFWS.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Narrative Summary: Impacts Analyzed in the GP PEIR (d):

Less Than Significant with Mitigation. The OGP is designed to be consistent with the NCCP/HCP, which provides a permanent habitat system within the Central and Coastal subregion by designating areas as NCCP Habitat Reserve. The Habitat Reserve was designed to provide long-term protection for habitat required by native and migratory coastal sage scrub-dependent species (GP PEIR, page 5.4-23). The OGP has designated portions of the City's planning area as Non-Reserve Open Space and Open Space. The specific impact to native and migratory species from future development in the City's planning area cannot be determined at the programmatic level of analysis because no precise land development projects that rely on land use changes proposed as part of the OGP are known at the time of the GP PEIR and OGP. Therefore, impacts at this program level of analysis are determined to be potentially significant. With adherence to and implementation of the proposed policies and regulations, and implementation of Mitigation Measures 5.4-1 and 5.4-2, program-level impacts to areas of species, corridors, or nursery sites will be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Impacts Associated with the Proposed Project (d):

No New Impacts. According to the Biological Report, the Project Site's developed and disturbed land cover has substantially decreased its value as suitable breeding, nesting, and foraging habitat for native species. The Project Site was determined to be comprised of developed, disturbed, or non-native habitats. Furthermore, the Project Site has limited (if any) value as a low-quality migration corridor, or overland dispersal habitat for wildlife, because it is severely movement constrained by the surrounding residential, industrial, and commercial developments, and public infrastructure. The Project Site does not feature any special status-species, wetlands, or habitats. Therefore, the Project does not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with the established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Therefore, no new impacts associated with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or associated with impeding the use of native wildlife nursery sites would occur beyond what is already analyzed in the GP PEIR.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Narrative Summary: Impacts Analyzed in the GP PEIR (e):

Less Than Significant. The City's participation in the NCCP program, its Master Street Tree Plan, and the Tree Preservation Ordinance are the primary local measures to protect biological resources. The Master Street Tree Plan and the Tree Preservation Ordinance monitor the potential for impacts to existing trees that provide roosting and nesting habitat for native and migratory birds throughout the City. The OGP does not alter these existing documents as a result of any land use changes proposed by the OGP. Increased densities proposed to be allowed in the existing urbanized areas provide opportunity for redevelopment of existing properties currently developed with lower intensity residential or commercial uses. Redevelopment activities may potentially put existing trees at risk of removal. However, the Master Street Tree Plan and the Tree Preservation Ordinance, together with the City's existing development review and CEQA compliance procedures, provide an effective means to monitor potential impacts to native and migratory birds and to avoid significant impacts during redevelopment. Therefore, the GP PEIR concludes that potential conflicts with local measures protecting biological resources would be less than significant.

Impacts Associated with the Proposed Project (e):

No New Impacts. The Proposed Project would adhere to all applicable regulations set forth in the City's Master Street Tree Plan and Tree Preservation Ordinance. According to the GP PEIR, the City's Master Street Plan and Tree Preservation Ordinance, as well as the City's participation in the NCCP program, are the primary measures to protect biological resources. The Project would adhere to these local policies and does not propose any development in any NCCP designated areas. Therefore, the Proposed Project does not conflict with any local policies or ordinances protecting biological resources, and no new impacts associated with conflict of local policies or ordinances protecting biological resources would occur.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?

Narrative Summary: Impacts Analyzed in the GP PEIR (f):

Less than Significant with Mitigation. The City is subject to the Orange County Central/Coastal NCCP Subregional Plan, which satisfies the federal, state, and local project-specific mitigation requirements for the species and habitats addressed in the NCCP/HCP. The coastal California gnatcatcher, coastal cactus wren, and orange-throated whiptail lizard, all of which are currently on the federal list of threatened or endangered species, were designated as "target species"

by the NCCP/HCP and sufficient coastal sage scrub and other essential habitat are protected to benefit a much broader range of coastal sage scrub-related species. Areas within the City's planning area that are designated as NCCP Habitat Reserve are also designated as Open Space or Recreational Commercial by the OGP to be consistent with the NCCP.

The OGP is consistent with the NCCP/HCP and includes implementation programs to continue efforts to identify and conserve lands suitable for inclusion in the open space Reserve system and for collection of "in-lieu" fees to the Nature Reserve of Orange County (NROC) for the native areas that would be removed due to development. This continued participation in the NCCP/HCP implementation programs would reduce any significant impact on local habitat conservation planning efforts. However, as development in and adjacent to existing natural areas located in the urbanized portion of the City continues, direct and indirect impacts to natural areas interface planning could occur and would be potentially significant. With adherence to and implementation of the proposed policies and regulations, and implementation of Mitigation Measures 5.4-5 and 5.4-6, program-level impacts to habitat conservation planning would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required.

Impacts Associated with the Proposed Project (f):

No New Impacts. The Proposed Project is not located in any NCCP designated areas nor is the Project Site located on any areas designated as Open Space or Recreational Commercial by the OGP. The Project Site is located on a site that is designated as Low Density Residential and zoned as R-1-10. The surrounding uses are developed with residential, commercial, and church uses. The Proposed Project does not feature any special status species, habitats, or wetlands and would adhere to the City's applicable regulations and standards for development. Therefore, the Proposed Project does not conflict with the adopted NCCP/HCP, and no impacts would occur.

Conclusion

The Proposed Project would not result in any new or substantially greater impacts beyond those identified in the previously certified GP PEIR. Additionally, no new information of substantial importance that was not known and could not have been known at the time the GP PEIR was certified is available that would change the prior finding of less than significant impact with mitigation incorporated. With regards to the issue area of Biological Resources, the following findings can be made:

1. No peculiar impacts to the Proposed Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. Feasible Mitigation Measures contained within the GP PEIR apply to the Proposed Project. With mitigation, Project-specific impacts are less than significant.

4.5 Cultural Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
V. CULTURAL RESOURCES: Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?					X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?					X
c) Disturb any human remains, including those interred outside of formal cemeteries?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.5-1 Comply with all provisions of CEQA. In addition to thresholds that may be established or adopted by the City in the future, use the following thresholds and/or procedures for CEQA analysis of proposed projects, consistent with policies adopted within the General Plan: • Historic and Cultural Resources o "Historical resource" for the purposes of CEQA shall mean "historic district" in the case of a contributor to a historic district. o Historic resources listed in the City's Historic Register shall have a presumption of	Mitigation Measure is applicable. The Proposed Project's CEQA analysis adheres to the provisions of CEQA.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
significance pursuant to CEQA Statute §21084.1 and shall be treated as historical resources under CEQA. o The historical significance of an archaeological historic resource is evaluated using the criteria of Public Resource Code §5024.1 and CEQA Guidelines, §15064.5 et seq. (**Implementation Program III-1**)	
5.5-2 Apply to the OHP for inclusion in the Certified Local Government (CLG) program. Successful application includes several requirements: • Enact appropriate historic preservation regulations through an adopted historic preservation ordinance. • Establish an adequate and qualified historic preservation review commission. • Maintain a system for the survey and inventory of historic properties. • Provide for adequate public participation in the historic preservation program. • Satisfactorily perform the responsibilities delegated to the CLG. (**Implementation Program I-16**)	Mitigation Measure is not applicable.
5.5-3 Create the Historic Register, which will serve as the local register of historical resources under CEQA. Automatically include all resources previously designated, listed, or determined eligible for listing within the NRHP or California Register. • Establish a process for handling voluntary requests for listing in the Historic Register. Support coordination with property owners of potential historic resources identified in the Orange Inventory, so that such potential historic resources can more readily be listed in the Historic Register. • Establish a process for listing in the Historic Register those buildings, structures, objects, sites, or districts that meet the criteria. • Establish procedures to remove historic resources from the Historic Register.	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
• Establish procedures for listing archaeological resources in the Historic Register. Employ appropriate criteria for evaluating potential significance of such archaeological resources as historical resources or unique archaeological resources under CEQA. Encourage voluntary listing of eligible archaeological resources. (**Implementation Program I-17**)	
5.5-4 Pursue historic landmark district designation for three Eichler Homes tracts. Notify property owners in three Eichler tracts including Fairhaven, Fairhills, and Fairmeadow of the intent to list each of the three tracts separately as local historic districts and follow established procedures for Historic Register listing of each. (**Implementation Program I-18**)	Mitigation Measure is not applicable.
5.5-5 Continue to maintain an accessible and periodically updated inventory of potential resources. All surveyed properties will be included in the Orange Inventory, and the Orange Inventory will be a valuable planning tool to be used in evaluating possible impacts a proposed project might have on previously evaluated potential and identified historic resources. Surveys and survey updates may be conducted by qualified preservation professionals in accordance with Secretary of Interior Standards criteria. Properties that have attained 45 years of age and are located within a designated historic district or NCA shall be subject to survey prior to issuance of any permit for alteration or demolition. Survey other areas where potential for historic resources may exist. Identify smaller character areas where concentrations of potential or listed historic resources reflect unique senses of time and place. Use the Orange Inventory to identify potential historic resources for purposes of CEQA, NHPA, and NEPA review of proposed projects. Only if potential historic resources in the Orange Inventory are listed in or eligible for listing in the California Register for CEQA or the NRHP for the NHPA and NEPA shall they have a presumption of significance pursuant to CEQA Statute §21084.1 and be treated as historical resources under CEQA.	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
Potential historic resources identified in the Orange Inventory may be listed in the Historic Register if they meet criteria for listing in the California Register. (**Implementation Program I-19**)	
5.5-6 Actively pursue grants, loans, and other incentives to encourage historic preservation. Consider implementing conservation easements. Develop a revolving loan program for maintenance and rehabilitation work, consistent with design standards, on listed historic resources and on resources that are contributors to listed historic districts. Develop a voluntary conservation easement program to preserve listed historic resources and contributors to listed historic districts. Provide a potential tax benefit to property owners. Establish a partnership with local preservation organizations to accept, hold, and manage conservation easements on historic resources. (**Implementation Program I-20**)	Mitigation Measure is not applicable.
5.5-7 Explore establishing a commemorative plaque program to allow public recognition of properties listed in the Historic Register. Develop and administer standards and guidelines for properties eligible for the commemorative plaque program. (**Implementation Program I-21**)	Mitigation Measure is not applicable.
5.5-8 Officially recognize the Historic Context Statement prepared in tandem with the General Plan Update. Periodically update the Statement to add recent historical events. Officially recognize the recent completed historical and archaeological resources survey prepared in tandem with the updated General Plan. Update and maintain the inventory using the City's Geographic Information System (GIS). (**Implementation Program I-22**)	Mitigation Measure is not applicable.
5.5-9 Designate El Modena, Cypress Street Barrio, the Railroad/Packinghouse Corridor, and Orange Park Acres as NCAs by establishing an NCA overlay zone and appropriate standards and regulations in the Zoning Code. (**Implementation Program I-23**)	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.5-10 Require cultural resources inventories of all new development projects in areas identified with medium or high potential for archaeological or cultural resources. Where a preliminary site survey finds medium to high potential for substantial archaeological remains, the City shall require a mitigation plan to protect the resource before issuance of permits. Mitigation may include: • Ensuring that a qualified archaeologist is present during initial grading or trenching (monitoring); • Redesigning the project to avoid archaeological resources (this is considered the strongest tool for preserving archaeological resources); • Capping the site with a layer of fill; and/or • Excavating and removing the archaeological resources (recovery) and implementing curation in an appropriate facility under the direction of a qualified archaeologist (interpretation). Alert applicants for permits within early settlement areas to the potential sensitivity. If significant archaeological resources are discovered during construction or grading activities, such activities shall cease in the immediate area of the find until a qualified archaeologist can determine the significance of the resource and recommend alternative mitigation. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey. The final report containing site forms, site significance, and Mitigation Measures should be submitted immediately to the Orange Community Development Department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure. The final written report should be submitted to the appropriate regional archaeological Information Center within three months after work has been completed. The City shall ensure that project applicants contact the Native American Heritage Commission for a Sacred Lands File Check and a list of appropriate Native American contacts for consultation concerning the Project Site and to assist in	Mitigation Measure is applicable. As discussed below, the Proposed Project would adhere to all federal, state, and local regulations as well as GP PEIR Mitigation Measures 5.1-1 through 5.5-14 to protect archaeological resources. The Proposed Project includes best management practices in the event that archaeological resources are unearthed during construction.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
crafting the Mitigation Measures. (**Implementation Program III-10**)	
5.5-11 Establish the Archaeological Resources Management Report (ARMR Preservation Bulletin) as the standard report format for all documentation and accept reports only from registered professional archaeologists knowledgeable in Native American cultures and/or historical archaeology (qualified archaeologists). (**Implementation Program III-14**)	Mitigation Measure is not applicable.
5.5-12 Continue to use the Secretary's Standards as a basis for design review. Update the City's Demolition Ordinance to include that any approved demolition permit for listed historic resources shall be automatically subject to a delay before the permit for demolition may be issued. The property owner will strive to develop alternatives to demolition that will preserve the historic resources. The Community Development Director shall appoint a City of Orange Preservation Officer (Preservation Officer). In lieu of such appointment, the Director shall serve as Preservation Officer. (**Implementation Program III-15**)	Mitigation Measure is not applicable.
5.5-13 The City will continue to support efforts by California's OHP to administer federal and state-mandated historic preservation programs in California, including the following: • California Historical Landmarks; • California Points of Historical Interest; • California Register of Historical Resources; • National Register of Historic Places; • Secretary of Interior Standards; and • CEQA. The Mills Act is another preservation tool created by the California legislature, enabling cities to enter into historical property agreements with owners of qualifying properties that result in reductions to the owners' property taxes. The agreements provide a benefit that ensures preservation and guarantees authentic rehabilitations and a high level of maintenance of historic resources. The City will continue to encourage use of the Mills Act provisions by private property owners. (**Implementation Program V-16**)	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.5-14 Develop partnerships with local history and preservation organizations to prepare Historic Context Statement updates, undertake new surveys, and update surveys. Partner with local history and preservation organizations to develop a citywide interpretive program, including signs, plaques, exhibits, and other similar elements, to increase awareness of the City's history and its historic resources. (**Implementation Program V-17**)	Mitigation Measure is not applicable.

Discussion

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant Impact with Mitigation. The OGP's Cultural Resources and Historic Preservation Element identifies several resources intended for designation within the City, including historic districts, Neighborhood Character Areas (NCAs), and individual resources. Under implementation of the OGP, the growth projected to occur within the City's planning area would occur primarily through infill development and adaptive reuse, primarily in the OGP land use focus areas. Land use policies in the OGP provide opportunities for adaptive reuse of historic buildings as a way to preserve the integrity of historic resources while accommodating growth. Historic resources could be vulnerable to unchecked development activities and infrastructure or other public works improvements and could result in damage to or demolition of historic resources. This is a potentially significant impact.

However, the GP PEIR states that there are a number of federal, state, and local regulations in place to protect historic resources in the City. The proposed policies listed in the OGP include a variety of regulations and incentives aimed at preserving both publicly and privately owned historic and cultural resources. An example of a policy is to maintain an accessible inventory of designated and potential historic resources. According to the GP PEIR, implementation of the existing regulations and the OGP policies would adequately control and regulate activities with the potential to impact historic resources. With adherence to and implementation of the OGP policies and regulations as well as implementation of Mitigation Measures 5.5-1 through 5.5-9, and 5.5-12 through 5.5-14, program-level impacts to historic resources would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required (GP PEIR, page 5.5-23).

Impacts Associated with the Proposed Project (a)

No New Impacts. According to the GP PEIR Figure 5.5-3, the Project Site is not located in any area that is considered a resource recommended for designation. The Proposed Project is not located in any historic district or NCA and is not considered an individual resource (GP PEIR, page 5.5-18). Additionally, the City has a Historic Preservation Viewer map online that shows if a site is located within any historic district or are considered to be a historic resource or eligible to be one. According to the viewer, the Project Site is not located within any historic districts nor is it considered a historic resource site. The nearest historic resource is the Jones Estate located approximately 0.38-mile southeast of the Project Site. The Project Site is also not mapped as a historic place according to the National Park Service (NPS) National Register of Historic Places map viewer. The Proposed Project does not cause a substantial adverse change in the significance of a historic resource pursuant to PRC §15064.5. Therefore, there are no impacts associated with historic resources, and no mitigation is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

c) Disturb any human remains, including those interred outside of formal cemeteries?

Narrative Summary: Impacts Analyzed in General Plan PEIR (b-c)

Less Than Significant Impact with Mitigation. The GP PEIR indicated a potential for archaeological resources, including human remains, to exist in or near the City. Development pursuant to the OGP has the potential to impact known or unknown archaeological and paleontological resources. Specifically, the development of residential or urban land uses, roads, and infrastructure (e.g. storm water, wastewater, or domestic/recycled water lines) may impact buried archaeological and paleontological resources, including human remains, located throughout undeveloped portions of the City. The GP PEIR includes a figure that lists areas within the City that are of historical archaeological sensitivity overlap. Therefore, implementation of the OGP could result in potentially significant impacts to archaeological resources. However, the GP PEIR states that there are a number of federal, state, and local regulations in place to protect cultural resources in the City. Implementation of these existing regulations largely controls activities with the potential to impact cultural resources, including archaeological resources. The GP PEIR states that the OGP includes a variety of proposed policies aimed at preserving cultural resources, such as identifying, designating, and protecting historically and culturally significant archaeological resources or sites (GP PEIR, page 5.5-23). With adherence to proposed policies and regulations, and implementation of Mitigation Measures 5.5-1, 5.5-10 and 5.5-11, program-level impacts to archaeological resources, including archaeological resources, paleontological resources, and disturbance of human remains, would

be less than significant. Individual development projects would be required to undergo project specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (b-c)

No New Impacts. According to the GP PEIR, the development of residential or urban land uses, roads, and infrastructure may impact buried archaeological and paleontological resources, including human remains, located throughout undeveloped portions of the City. There is also potential for unknown and previously undisturbed archaeological, paleontological, and human remains to be found within the developed areas of the City. However, previously excavated areas are generally considered to have a low potential for archaeological resources (GP PEIR, page 5.16-9). Figure 5.5-2 of the GP PEIR shows areas of historical and archaeological sensitivity within the City's planning area. According to the figure, the Project Site is potentially located within the Grijalva Adobe Canal historical archaeology sensitive area of the Spanish/Mexican Period (1800-1870). Therefore, the Proposed Project has potential to impact archaeological resources. However, the Proposed Project would adhere to all federal, state, and local regulations as well as GP PEIR Mitigation Measures 5.5-1 through 5.5-14 to protect archaeological resources.

As part of the Project's BMPs, in the event that evidence of archaeological resources is unearthed during construction activities, all work within 50 feet of the discovery would be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds. No disturbance would occur in the vicinity of the find until the Project Site is evaluated by the archaeologist and the find is recorded or treated per the recommendations of the qualified archaeologist. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be notified within 24 hours of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the remains are determined to be Native American, the Coroner shall notify the NAHC in Sacramento within 24 hours. In accordance with California PRC, Section 5097.98, the NAHC must immediately notify those persons it believes to be the Most Likely Descendant (MLD) from the deceased Native American. The MLD shall complete their inspection within 48 hours of being granted access to the site. The MLD would then determine, in consultation with the property owner, the disposition of the human remains.

Additionally, the Project Site has historically been developed for residential uses. The Proposed Project proposes to construct 11 single-family residential dwellings. Therefore, no new impacts than what has already been analyzed in the GP PEIR

are anticipated to occur in regard to archaeological resources. The Proposed Project would follow standard unanticipated discovery regulatory measures for archaeological resources. No Mitigation Measures are required. With implementation of the required regulatory measures below, impacts to archaeological and historical resources would be less than significant.

Conclusion

Implementation of recommended regulatory measures would reduce the potential impacts of the Proposed Project associated with Cultural Resources to less than significant. The Proposed Project does not result in any new significant impacts peculiar to the project or property, a substantial increase in the severity of the impacts evaluated in the GP EIR, or potentially significant off-site or cumulative impacts that would render Section 15183 inapplicable to the project. With regards to the issue area of Cultural Resources, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. Feasible Mitigation Measures and uniformly applied development policies and standards contained within the GP PEIR apply to the Proposed Project. Standard regulatory practices provide protection for archaeological resources and reduce potential impacts to less than significant.

4.6 Energy

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
VI. ENERGY: Would the project:					
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?					X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.12-13 As part of the development application and review process, coordinate with SCE, Time Warner Cable, Cox Communications Orange County, The Gas Company, AT&T, cellular telephone service providers, and other local utilities to assess capacity and infrastructure needs to support new development or redevelopment activities. Require that utilities be moved underground consistent with the City's Master Utility Undergrounding Plan. (**Implementation Program V-1**)	Mitigation Measure is applicable. The Proposed Project would coordinate with local utilities to assess capacity and infrastructure needs.
5.12-14 The City strongly encourages new development and major renovation projects to employ green building techniques and materials. Encourage proposed development projects throughout the City to incorporate LEED® Standards developed by the U.S. Green Building Council or an equivalent program. Encourage building orientations and landscaping that enhance natural	Mitigation Measure is applicable. The Proposed Project would comply with the City's Municipal Code, applicable design

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
lighting and sun exposure. Prepare guidelines for sustainable development to encourage incorporation of these practices in new development. These guidelines would include measures to maximize soil permeability to address related stormwater and surface-water runoff issues. Require compliance with State Title 24 building construction standards and Energy Star conservation standards for all development projects. (**Implementation Program III-11**)	standards, and Title 24 standards.

Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Significant and Unavoidable. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of energy is addressed in the GP PEIR Section 5.12 – Public Services and Utilities and Section 5.15 – Climate Change. Development pursuant to the General Plan land use policy would result in the consumption of energy resources, including nonrenewable resources, through activities such as fuel consumed by construction vehicles and equipment. Fossil fuels are typically used for construction vehicles and other equipment during site clearing, grading, paving, and building. This use would have an irreversible effect on such resources. The buildout of the General Plan represents a long-term commitment to the consumption of energy resources.

The consumption of energy in the studied existing buildings is estimated to have emitted approximately 352,050 metric tons of carbon dioxide-equivalent (MTCO2e). Energy consumption in the same building types under buildout of the General Plan is expected to result in approximately 643,996 MTCO2e per year. Overall, greenhouse gas emissions associated with building energy consumption under future development capacity of the General Plan would increase by about 83 percent relative to existing conditions (GP PEIR, page 5.15-21).

Water consumption associated with various activities under the OGP is embedded with energy by virtue of the amount of energy consumed in collecting, extracting, conveying, treating, and distributing water to end users, and treating and disposing of wastewater. According to the GP PEIR, the existing demand for the embodied energy of water is estimated to result in 58,797 MTCO2e per year, while projected demand for the embodied energy of water at

buildout of the OGP would be 59,297 MTCO2e per year, an increase of less than one percent relative to existing conditions (GP PEIR, page 5.15-22). Existing GHG emissions from VMT, building energy consumption, and the embodied energy of water consumption were estimated to be approximately 2,072,493 MTCO2e in 2004, while the GHG emissions under the buildout of the OGP in 2030 are projected to be approximately 3,519,569 MTCO2e.

Overall, while the GP PEIR was certified before the checklist items related to energy were added to State CEQA Guidelines, the GP PEIR discusses an overall significant environmental impact due to the buildout of the OGP in regard to energy and energy consumption. Therefore, implementation of the OGP would have a significant and unavoidable impact in regard to energy.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation. The three main types of energy expected to be consumed by the Proposed Project include electricity, natural gas, and petroleum products in the form of gasoline and diesel fuel. The Proposed Project's electricity would be provided by Southern California Edison (SCE). SCE is an investor-owned public utility operating as a subsidiary of Edison International. As of 2022, SCE's energy comes from 8.4% Nuclear, 0.1% Biomass and Waste, 5.5% Geothermal, 15.1% Solar, 9.4% Wind, 15.2% Natural Gas, 0.8% Eligible Hydroelectric, 3.3% Large Hydroelectric, and 42% unspecified sources. Natural gas would be provided to the Proposed Project by Southern California Gas (SoCalGas). Project-related vehicle trip energy consumption would be predominantly gasoline and diesel fuel. Gasoline and other vehicle fuels are commercially provided commodities and would be available to the patrons and employees of the Proposed Project via commercial outlets.

Information from the CalEEMod version 2022.1.1 output (**Appendix A**) was utilized to generate estimates of the Proposed Project's electricity, natural gas, and fuel consumption for construction and operational aspects of the Proposed Project.

Construction Energy

Construction of the Proposed Project would include demolition, site preparation, grading, building construction, paving, and application of architectural coatings. The Proposed Project is anticipated to start construction no sooner than September 2024 with completion estimated by 2026. It is anticipated to be operational in 2026. The modeling assumed 13 residential units.

As mentioned previously, electrical service would be provided by SCE. The total electricity usage from the Proposed Project's construction related activities is estimated to be approximately 20,192 kWh.

The Proposed Project's construction phase would consume electricity and fossil fuels as a single energy demand, meaning that once construction is completed, their use would cease. This includes gasoline and diesel fuel usage for auto and truck trips during construction and operation, and off-road equipment usage during construction, which is anticipated to be completed in one phase. Proposed Project construction would represent a "single event" diesel fuel demand and would not require on-going or permanent commitment of diesel fuel resources once construction is completed. The Proposed Project's estimated energy consumption during construction is provided in **Appendix A.** In summary, the usage was estimated as follows: Proposed Project construction activities would consume an estimated 40,886 gallons of diesel fuel, while construction worker trips would consume an estimated 1,965 gallons of fuel. For vendor and hauling trips, an estimated 1,208 gallons of fuel would be consumed.

Construction equipment used over the approximately 14-month construction phase would conform to CARB regulations and California emissions standards. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities; or equipment that would not conform to current emissions standards (and related fuel efficiencies). Equipment employed in construction of the project would therefore not result in inefficient, wasteful, or unnecessary consumption of fuel.

The Proposed Project would utilize construction contractors which practice compliance with applicable CARB regulation regarding retrofitting, repowering, or replacement of diesel off-road construction equipment. Additionally, CARB has adopted the Airborne Toxic Control Measure to limit heavy-duty diesel motor vehicle idling in order to reduce public exposure to diesel particulate matter and other Toxic Air Contaminants. Compliance with these measures would result in a more efficient use of construction-related energy and would minimize or eliminate wasteful or unnecessary consumption of energy. Idling restrictions and the use of newer engines and equipment would result in less fuel combustion and energy consumption.

Additionally, as required by California Code of Regulations Title 13, Motor Vehicles, section 2449(d)(3) Idling, limits idling times of construction vehicles to no more than five minutes, thereby minimizing or eliminating unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. Enforcement of idling limitations is realized through periodic site inspections conducted by County building officials, and/or in response to citizen complaints.

Therefore, potential impacts associated with wasteful, inefficient, or unnecessary consumption of energy resources during construction of the Proposed Project would be less than significant, and no mitigation would be required.

Operations

Energy consumption in support of or related to project operations would include transportation energy demands (energy consumed by employee and patron vehicles accessing the Project Site) and facilities energy demands (energy consumed by building operations and site maintenance activities).

The Proposed Project would generate a maximum of 100 trips per day and consume an estimated 10,140 gallons of fuel per year (**Appendix C** – *Rancho Ridge Infill Project Transportation Study Screening Assessment,* Ganddini Group, Inc., December 19, 2022*)*. Trip generation and VMT generated by the Proposed Project are consistent with other similar residential land uses of similar scale and configuration. That is, the Proposed Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips and VMT, nor associated excess and wasteful vehicle energy consumption. Furthermore, the California Energy Commission reports the state of California consumed approximately 3.6 billion gallons of diesel and 13.6 billion gallons of gasoline in 2022. The increase in fuel consumption from the Proposed Project is insignificant in comparison to the State's demand. Therefore, project transportation energy consumption would not be considered wasteful, inefficient, or otherwise unnecessary.

Building operation and site maintenance (including landscape maintenance) would result in the consumption of electricity (provided by SCE) and natural gas (provided by SoCalGas). The annual natural gas and electricity demands are provided in the CalEEMod output in **Appendix A**. The estimated electricity demand for the Proposed Project is approximately 89,637 kWh per year. By comparison, the residential sector of Orange County consumed approximately 7,272 million kWh of electricity in 2021[4]. In addition, the estimated natural gas consumption for the Proposed Project is approximately 498,360 kBTU per year. In 2021, the non-residential sector of Orange County consumed approximately 362 million terms of gas[5]. Therefore, the increase in both electricity and natural gas demand from the Proposed Project is insignificant compared to the County's 2021 residential sector demand.

Energy use in buildings is divided into energy consumed by the built environment and energy consumed by uses that are independent of the construction of the building such as in plug-in appliances. In California, the California Building Standards Code Title 24 governs energy consumed by the built environment, mechanical systems, and some types of fixed lighting. Non-building energy use, or "plug-in" energy use can be further subdivided by specific end-use

[4] Electricity Consumption by County (ca.gov), California Energy Commission. Accessed November 30, 2024.

[5] Gas Consumption by County (ca.gov), California Energy Commission. Accessed on November 30, 2024.

(refrigeration, cooking, appliances, etc.). The Proposed Project would be required to comply with Title 24 standards.

The Proposed Project would implement the mandatory requirements of California's Building Efficiency Standards (Title 24, Part 6) to reduce energy consumption. California's building standards are some of the strictest in the nation and the Proposed Project's compliance with the Building Code would ensure that wasteful, inefficient, or unnecessary consumption of energy is minimized. The California Building Code is designed to reduce the amount of energy needed to heat or cool a building, reduce energy usage for lighting and appliances, and promote usage of energy from renewable sources. The Proposed Project's energy demands in total would be comparable to other residential projects of similar scale and configuration. Therefore, the Proposed Project's facilities' energy demands, and energy consumptions would not be considered inefficient, wasteful, or otherwise unnecessary. The Proposed Project's energy demand and energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary, and no project-specific mitigation would be required. The Proposed Project's impact is considered less than significant. The Proposed Project would not result in any new or substantially greater impacts from what is analyzed in the GP PEIR are found.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Less than Significant Impact. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of energy is addressed in the GP PEIR Section 5.12 – Public Services and Utilities and Section 5.15 – Climate Change. The GP PEIR discusses adherence to state and local plans, such as the California Renewable Energy Portfolio Standard Program, SB 107, the California Green Building Initiative, Air Resources Board, and SCAQMD rules and regulations. The OGP is required to comply with state and local plans for renewable energy or energy efficiency and does not propose any additional standards that would conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Impacts Associated with the Proposed Project (b)

No New Impacts. The Proposed Project would comply with the California Green Building Standard Code requirements for energy efficient buildings and appliances in compliance with the State's Energy Plan and Title 24 CCR energy efficiency standards and energy efficiency programs.

An individual project does not have the ability to comply or conflict with Pavley (AB 1493) regulations because they are intended for agencies and their adoption of procedures and protocols for reporting and certifying GHG emission reductions

from mobile sources. However, the vehicles associated with the Proposed Project would be required to comply with federal and state fuel efficiency standards.

The Proposed Project would be required to meet or exceed the energy standards established in the California Green Building Standards Code, Title 24, Part 11 (CALGreen). CALGreen Standards require new buildings to reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

Additionally, the Proposed Project is not expected to conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The Proposed Project would purchase electricity through SCE which is subject to the requirements of California Senate Bill 100 (SB 100). SB 100 is the most stringent and current energy legislation in California, requiring that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045. The Project would not engage in wasteful or inefficient uses of energy and aims to achieve energy conservations goals within the State of California. Notwithstanding, the Proposed Project proposes residential uses and would not have any long-term effects on an energy provider's future energy development or future energy conservation strategies.

Therefore, the Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and no mitigation would be required.

Conclusion

The energy impacts of the Proposed Project would be less than significant, and no Project-specific mitigation is required. With regards to the issue of Energy, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No Mitigation Measures contained within the GP PEIR would be required because Project-specific impacts would be less than significant.

4.7 Geology and Soils

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
VII. GEOLOGY AND SOILS: Would the project:					
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
• Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.					X
• Strong seismic ground shaking?					X
• Seismic-related ground failure, including liquefaction?					X
• Landslides?					X
b) Result in substantial soil erosion or the loss of topsoil?					X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					X

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?					X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?					X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.6-1 Pursuant to state law, geologic and/or geotechnical studies are required for proposed new development projects located in areas identified as susceptible to landslides and liquefaction, and for areas within an Earthquake Fault Zone or within 150 feet of an active or potentially active fault. Binding mitigation strategies must be adopted. Compliance with the recommendations set forth in site-specific geologic and/or geotechnical studies will be made a condition of approval for new development. In addition, the City may require applicants to incorporate measures to stabilize and maintain slopes on a site-by-site basis, such as, but not limited to, proper planting, irrigation, retaining walls, and benching. (**Implementation Program III-9**)	Mitigation Measure is applicable. The Project has prepared a Preliminary Geotechnical Investigation (**Appendix D** – Preliminary Geotechnical Investigation, Proposed Residential Development, 647 North Rancho Santiago Boulevard, Albus & Associates, August 2022). The Geotechnical Investigation includes recommendations for earthwork.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.6-2 The City will implement the following action to ensure that land use planning and real estate processes fully account for the presence of seismic hazards in Orange. Work with the County of Orange and California Geological Survey to monitor and compile information on faults within the Orange planning area.	Mitigation Measure is not applicable.
5.6-3 The City shall use open space easements and other regulatory techniques to prohibit development and avoid public safety hazards where the threat from seismic hazards cannot be mitigated.	Mitigation Measure is not applicable.
5.6-4 The City will maintain erosion protection measures in areas susceptible to erosion. The City shall require all future development to implement erosion protection during construction in compliance with NPDES requirements.	Mitigation Measure is applicable. The Project includes BMPs that are in compliance with NPDES requirements.

Discussion

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

Narrative Summary*: *Impacts Analyzed in the GP PEIR (a)

Less Than Significant with Mitigation. The GP PEIR states that the City's planning area contains two possibly active faults, both of which could result in surface fault rupture during a seismic event. No Alquist-Priolo fault zones are located in the City. The OGP's focus areas where changes in land use and new development are anticipated are not in the vicinity of the faults. However, various land uses occur near the faults including residential development. No OGP land use changes are proposed and redevelopment of these areas under the proposed OGP is not anticipated. However, if new development adjacent to faults occurred under the OGP, it would have the potential to expose additional people and/or structures to hazards in the event of fault rupture. This is considered a potentially significant impact.

However, the OGP has policies and regulations in place to protect residents and businesses from seismic hazards and other geologic constraints, including earthquake preparedness and emergency response programs. Adherence to

federal, state, and local regulations; adherence to policies in the OGP, and implementation of Mitigation Measures 5.6-1 through 5.6-4 would reduce potential seismic effects of fault rupture to a less than significant level at the program level of analysis. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. According to the Geotechnical Investigation, there are no active faults known to project through or immediately adjacent to the Project Site and the Project Site does not lie within an "Earthquake Fault Zone" as defined by the State of California in the Earthquake Fault Zoning Act. Accordingly, there is little probability of surface rupture due to faults beneath the Project Site. There are, however, several faults located in sufficiently close proximity to the Project Site. The closest known active faults to the Project Site are the Elsinore fault located 6.87 miles away from the Project Site, San Joaquin Hills fault located approximately 7.66 miles away from the Project Site, and Puente Hills (Coyote Hills) fault located approximately 7.91 miles away from the Project Site. Therefore, potential for ground rupture due to an earthquake beneath the Project Site is considered low and no mitigation would be required. No new impacts from what is analyzed in the GP PEIR are found.

- *Strong seismic ground shaking?*

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less than Significant Impact with Mitigation. The GP PEIR states that the City's planning area is located within a seismically active region of southern California near large regional faults capable of generating strong earthquakes with high-intensity ground shaking. The potential for earthquakes along these faults to affect the planning area varies according to the intensity of the seismic event and the distance of the fault from the planning area. In general, greater earthquake intensity and closer proximity to the fault producing the earthquake would increase the intensity of ground shaking. The entire planning area is at risk for damage caused by ground shaking. Development under the OGP has the potential to expose additional people and/or structures to the hazards caused by ground shaking. This is considered a potentially significant impact.

Adherence to federal, state, and local regulations described under the Regulatory Setting (such as Building Code requirements for earthquake design); adherence to policies in the OGP and implementation of Mitigation Measures 5.6-1 through 5.6-3 would reduce the seismic effects of ground shaking to a less than significant level at the program level of analysis. Individual development projects would be required to undergo project-specific environmental review. If project-

level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Project Site is not situated within a currently established Alquist-Priolo Earthquake Fault Zone. However, the Project Site is situated in a seismically active area that has historically been affected by generally moderate to occasionally high levels of ground motion. The Project Site lies in relatively close proximity to several seismically active faults; therefore, the Proposed Project would likely experience similar moderate to occasionally high ground shaking from these fault zones, as well as some background shaking from other seismically active areas of the southern California region. The Proposed Project is required to be constructed consistent with all applicable seismic design standards contained in the current California Building Code (CBC), including Section 1613A Earthquake Loads, which would reduce impacts associated with ground shaking and seismic activity. Design and construction in accordance with the current CBC requirements and the Geotechnical Investigation's recommendations as well as the City's Mitigation Measures are anticipated to address impacts related to potential ground shaking. Therefore, potential impacts associated with adverse effects to people or structures from seismic ground shaking would be less than significant, and no mitigation would be required. The Proposed Project would not result in any new or substantially greater impacts from what is analyzed in the GP PEIR.

- *Seismic-related ground failure, including liquefaction?*

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less than Significant Impact with Mitigation. Liquefaction areas pose potential land use constraints, with the severity of damage to structures varying based on the type and magnitude of liquefaction failure. Portions of the City's planning area along the Santa Ana River and Santiago Creek and developed areas adjacent to these waterways have been designated significant liquefaction hazard areas (GP PEIR, 5.6-16). In the event of a major earthquake, buildings in these areas that are not anchored to bedrock material could suffer damage or failure, resulting in property loss and potential harm to persons within said buildings. Portions of all focus areas within the OGP are located within areas identified as liquefaction hazard areas, with the exception of the West Chapman Avenue/Uptown Orange focus area. The OGP allows development to occur in the vicinity of areas identified as liquefaction hazard areas. However, the level of development is likely to be more limited in these areas as a result of liquefaction hazards. Development under the OGP in liquefaction areas has the potential to expose additional people and/or structures to the hazards caused by liquefaction. This is considered a potentially significant impact.

Adherence to federal, state, and local regulations; adherence to policies in the OGP mentioned above; and implementation of Mitigation Measures 5.6-1 through 5.6-4 requiring site- specific geotechnical studies and project-level mitigation addressing liquefaction would reduce the effects of liquefaction to a less than significant level at the program level of analysis. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. Liquefaction is a seismic phenomenon in which loose, saturated, granular soils behave similarly to a fluid when subject to high-intensity ground shaking. Liquefaction occurs when three general conditions exist: 1) shallow groundwater; 2) low density non-cohesive (granular) soils; and 3) high-intensity ground motion. Liquefaction is typified by a buildup of pore-water pressure in the affected soil layer to a point where a total loss of shear strength occurs, causing the soil to behave as a liquid. Effects of liquefaction on level ground include settlement, sand boils, and bearing capacity failures below structures. The Geotechnical Investigation for the Proposed Project found that the Project Site is not mapped for State-designated zones of potentially liquefiable soils. Groundwater was also not encountered to the maximum depth of 51.5 feet drilled during the geotechnical investigation site exploration. As a result, the Geotechnical Investigation concluded that the potential for liquefaction to occur beneath the Project Site is considered very low. Additionally, the City requires all new development projects to follow recommendations listed in the projects' geotechnical investigation reports. The Proposed Project would adhere to the Geotechnical Investigation's recommendations which further reduce the potential for liquefaction. Therefore, potential impacts associated with adverse effects to people or structures from seismic-related ground failure, including liquefaction, would be less than significant, and no mitigation would be required. No new impacts from what is analyzed in the GP PEIR are found.

- *Landslides?*

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less than Significant Impact with Mitigation. The GP PEIR states that buildout of the OGP allows development to occur in the vicinity of areas identified as landslide hazard areas. The low hills of the northern and eastern portions of the planning area have been designated as susceptible to earthquake-induced landslides and currently contain open space as well as existing residential development. Buildings, roadways, utilities, persons, and the like located within or below these hazard areas could be subject to severe damage or injury in the event of an earthquake-induced landslide. However, the GP PEIR states that the OGP focus areas where OGP land use changes are proposed, and new development is

anticipated are not within landslide areas. However, if new development occurs in landslide areas under the OGP, it has the potential to expose additional people and/or structures to earthquake-induced landslides. This is considered a potentially significant impact.

Adherence to federal, state, and local regulations such as building code requirements described under the Regulatory Setting section; adherence to policies in the OGP mentioned above; and implementation of Mitigation Measures 5.6-1 through 5.6-4 requiring site specific geotechnical studies and project-level mitigation for projects in landslide areas would reduce the seismic effects of earthquake-induced landslides to a less than significant level at the program level of analysis. Individual development projects would be required to undergo project specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. According to the Geotechnical Investigation, there are no known landslides or other slope instability issues impacting the Project Site. The Project Site is relatively level; therefore, geologic hazards associated with landsliding are not anticipated. Additionally, according to the United States Geological Survey (USGS) U.S. Landslide Inventory and Susceptibility Map viewer, the Project Site is not designated as an area susceptible to landslides. Consequently, the potential for the existence of landslides is considered less than significant. No new impacts from what is analyzed in the GP PEIR are found.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Less than Significant Impact with Mitigation. The eastern portion of the City's planning area is susceptible to soil erosion due to the hilly topography. The urbanized portion of the City could also be susceptible to erosion from wind and stormwater runoff associated with development activities. Development under the OGP has the potential to increase soil erosion if undertaken without erosion control. This is considered a potentially significant impact. According to the GP PEIR, adherence to federal, state, and local regulations (such as NPDES requirements for a SWPPP and compliance with the City's grading ordinance); adherence to the OGP policies; and implementation of Mitigation Measure 5.6-4 requiring development activities to implement erosion control measures during construction would reduce the effects of erosion t o a less than significant level at the program level of analysis. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (b)

No New Impacts. According to the Geotechnical Investigation, the Project Site has soils that have a Very High expansion potential. Therefore, the Geotechnical Investigation includes recommendations that are designed to adapt to the Project Site's soil conditions. During Project construction when soil is exposed, temporary soil erosion may occur which could be exacerbated by rainfall. To control the potential for soil erosion, wind, dust, and water quality impacts, the Proposed Project is required to comply with the City's policies and regulations, including the City's Erosion Control, Sediment Control, and Water Quality Notes, as well as the GP PEIR Mitigation Measures 5.6-1 through 5.6.4. The Proposed Project would implement erosion control measures, including SCAQMD rules relating to dust control (such as SCAQMD Rule 403), and rules to protect water quality including preparing a Stormwater Pollution Prevention Plan (SWPPP) to be approved by the Santa Ana Regional Water Quality Control Board (SARWQCB). Compliance with Federal, State, and Local regulations would ensure potential impacts are less than significant. Therefore, potential impacts associated with soil erosion, or the loss of topsoil would be less than significant, and no mitigation would be required. No new impacts from what is analyzed in the GP PEIR are found.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Narrative Summary: Impacts Analyzed in the GP PEIR (c)

Less than Significant Impact with Mitigation. Landslides that occur naturally represent potential hazards to property and persons in hillside areas of the City. Buildings, roadways, utilities, persons, and infrastructure located within or below these hazard areas could be subject to severe damage or injury in the event of the emergency, The OGP allows development to occur in the vicinity of areas identified as landslide hazard areas. Additionally, the City includes several abandoned and closed landfills. Areas that have a past use of landfill may contain unstable geology and soils. OGP Plan land use focus areas where land use changes are proposed and new development is anticipated, are not within the eastern portion of the City's planning area, which is exposed to landslides. Only one of the focus areas overlaps abandoned landfills along Santiago Creek. The OGP designates this area as Open Space – Park. However, a commercial overlay has been applied to this area, which allows for future development potential for commercial purposes. The level of development is likely to be more limited in the area where unstable geologic units could be present due to the former landfill use. Development within hillside areas or on abandoned landfill sites under the OGP has the potential to expose additional people and/or structures

to landslides, subsidence, or lateral spreading from unstable geology. This is a potentially significant impact. Adherence to federal, state, and local regulations; adherence to policies in the OGP mentioned above; and implementation of Mitigation Measures 5.6-1 through 5.6-4 would reduce the seismic effects of unstable geologic units to a less than significant level at the program level of analysis. Individual development projects would be required to undergo project specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (c)

No New Impacts. Impacts related to liquefaction and landslides are discussed under threshold a. Landsliding and liquefaction are not anticipated at the Project Site. The Project Site is relatively level. Groundwater was not encountered to the maximum depth of 51.5 feet drilled during the geotechnical site exploration. Additionally, the Project Site is not mapped for State-designated zones of liquefiable soils or landslide potential. Therefore, there are no impacts related to the potential for the existence of landslides and liquefaction. No new impacts from what is analyzed in the GP PEIR are found, and no new mitigation is required.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Narrative Summary: Impacts Analyzed in the GP PEIR (d)

Less than Significant Impact. According to the GP PEIR, much of Orange County contains soil with expansive characteristics. The OGP allows development to occur primarily in the land use focus areas, but also in portions of the eastern portion of the City's planning area, and areas that have not reached their full development potential. Therefore, development could occur in areas with expansive soil characteristics. However, the GP PEIR states that adherence to federal, state, and local regulations such as Building Code requirements for foundations, standard engineering techniques, and policies in the OGP reduce the hazards associated with expansive soils. Therefore, there is a less than significant impact in regard to expansive soil. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (d)

Less than Significant Impact. The Geotechnical Investigation found that the near-surface soils onsite are generally anticipated to possess a Very High expansion potential. The Geotechnical Investigation requires additional testing for soil expansion prior to construction of foundations and other concrete work to confirm these conditions. The available methods for expansive soils are chemical

treatment, removal and replacement, and moisture conditioning (pre-wetting) and compaction control. Among the listed methods in the Geotechnical Report, moisture conditioning and compaction is listed as the most suitable method. Compacting the material wet side of optimum and at a lower density but with adequate strength reduces the expansion potential. The Geotechnical Investigation lists recommendations for the Project Site in order to adapt to the Project Site's expansive soils. GP PEIR Mitigation Measure 5.6-1 requires new development projects to follow recommendations listed in the geotechnical report as a Condition of Approval. Therefore, implementation of the GP PEIR Mitigation Measures would reduce the Proposed Project's impacts to expansive soils to less than significant, and no new mitigation is required.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Narrative Summary: Impacts Analyzed in the GP PEIR (e)

No Impacts. Most properties within the corporate City limits are currently served by a public sewage collection system maintained by the City (GP PEIR, page 5.6-19). The majority of development under the OGP would occur in areas already served by public sewage collection systems. Applications for new septic systems are approved by the City based on geotechnical analyses demonstrating appropriate soils. Soils incapable of inadequately supporting the use of septic tanks or alternative wastewater disposal systems have not been identified in the City's planning area. Existing properties within unincorporated islands in Orange County that fall within the planning area that may be on septic systems would likely be converted to sewer upon incorporation. No impacts posed by soils with septic tank limitations are expected. Therefore, the use of septic tanks or alternative wastewater disposal systems would not be required as part of the implementation of the OGP, and no significant impacts would occur.

Impacts Associated with the Proposed Project (e)

No New Impacts. The Proposed Project would not involve the installation of septic tanks or alternative wastewater disposal systems. Therefore, no impacts to soils associated with septic tanks or alternative wastewater disposal systems would occur, and no mitigation would be required.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Narrative Summary: Impacts Analyzed in the GP PEIR (f)

Less than Significant Impact. The GP PEIR states that development pursuant to the buildout of the OGP has the potential to impact unknown archaeological and paleontological resources. Ground-disturbing activities, such as construction

associated with infill, redevelopment, and/or expansion of infrastructure, have the potential to impact buried paleontological resources. Thus, development of land pursuant to the General Plan has the potential to impact significant known and unknown paleontological resources. However, the majority of new development anticipated under the General Plan would involve infill and redevelopment of existing developed areas. There is potential for unknown and previously undisturbed archaeological, paleontological, and human remains to be found within the developed areas of the City's planning area as redevelopment activities occur. Because the majority of these projects would consist of infill and redevelopment, this grading would occur on previously graded surfaces. Previously excavated areas are generally considered to have a low potential for archaeological resources, since the soil containing such resources has been removed. Sites that have been minimally excavated in the past (e.g., undeveloped parcels, vacant lots, and lots containing surface parking; undeveloped areas around historic buildings; under buildings with post, pier, slab, or shallow wall foundations without basements, etc.) have the greatest likelihood of encountering paleontological resources. This is a potentially significant impact.

According to the GP PIER, there are numerous federal, state, and local regulations that protect cultural, archaeological, and paleontological resources in the City. By implementing OGP policies; applying program-level mitigation at the General Plan level of analysis, the Old Towne Design Standards, Secretary of Interior Standards for Rehabilitation; and utilizing the site development permit and CEQA processes for individual projects, the potential impact to these cultural resources would be reduced to a less than significant level with Mitigation Measures 5.5-1 through 5.5-10.

Impacts Associated with the Proposed Project (f)

No New Impacts. Project-specific impacts are less than significant with mitigation and uniformly applied development policies incorporated. It is unlikely that the Proposed Project would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature because significant portions of the Project Site have been disturbed by grading in previous developments. Although no impacts to paleontological resources are anticipated, since grading activities have a potential for encountering inadvertent resources in the Project Site, the applicant would be required to comply with **MM GEO-1**. With implementation of **MM GEO-1**, the impacts related to paleontological or geologic sites or resources would be less than significant.

Mitigation Measures: MM GEO-1: *Unanticipated Discovery of Cultural Resources*

Should archaeological resources (sites, features, or artifacts) be exposed during construction activities for the proposed project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can

evaluate the significance of the find and determine whether or not additional study is warranted. Depending upon the significance of the find, the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted.

Conclusion

The Proposed Project is required to comply with mitigation measure **MM GEO-1** to ensure that Project-specific impacts would be less than significant. Potential impacts identified for the Proposed Project would not be greater than what were identified in the GP PEIR; therefore, the Proposed Project would not create a new significant impact or a substantial increase in the severity of previously identified impacts. With regards to the issue of Geology and Soils, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. Feasible Mitigation Measures and uniformly applied development policies and standards contained within the GP PEIR apply to the Proposed Project. With implementation of MM GEO-1, Project-specific impacts would be less than significant.

4.8 Greenhouse Gas Emissions

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
VIII. GREENHOUSE GAS EMISSIONS: Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?					X
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.15-1 Within 24 months of adoption of the General Plan and certification of the EIR, the City shall establish a global climate change action plan that includes a baseline inventory of all GHG emissions associated with all residences, businesses, industries, agriculture, municipal operations, and other sources within the City limits; establishment of a GHG emissions reduction target; development of enforceable, feasible GHG emissions reduction measures to meet the established target; and performance monitoring of the GHG emissions reduction measures to occur every 3 years to ensure the emissions reductions are being achieved. (**Implementation Program I-35**)	Mitigation Measure is not applicable.
5.15-2 Within 12 months of the effective date of the OGP, City staff shall submit to the City Council an ordinance that requires and/or provides incentives for: (1) specified new residential development to comply with a specified green	Mitigation Measure is not applicable. However, the Proposed Project would comply with the most

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
building program or show that its development provides comparable effectiveness to such a program; and (2) specified non-residential development of a specified size comply with a specified green building program or show that its development provides comparable effectiveness to such a program.	recent Building Code and Energy Code.

Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Significant and Unavoidable. The City certified the GP PEIR before the above checklist items were added to State CEQA Guidelines. However, the topic of greenhouse gas is addressed in GP PEIR Section 5.15 – Climate Change. The GP PEIR states that the mass of GHG emissions generated by an individual development project under a general plan, such as the OGP, would be so minute that the concentration of GHGs in the atmosphere would essentially stay the same in comparison to GHG emissions produced by activities elsewhere in the world (GP PEIR, page 5.15-19 & 20). Implementation of the OGP would generate GHG emissions, including CO2, CH4, and N2O primarily associated with VMT, electricity and natural gas consumption of buildings, energy embodied in water consumption (i.e. the electricity required to extract, convey, treat, and distribute treated water to the Project Site), and construction activities associated with future development activities under the OGP. Furthermore, increased GHG emissions associated with the OGP could potentially impede implementation of the state's mandatory requirement under AB 32 to reduce statewide GHG emissions to 1990 level by 2020 (GP PEIR, page 5.15-20). Therefore, buildout of the OGP could potentially conflict with the state mandatory requirement. Buildout of the OGP would increase overall GHG emissions by 52 percent from 2004 to 2030. Increased solid waste generation and the associated management and disposal in landfills under the OGP are also anticipated to result in increased GHG emissions associated with the release of landfill gas; GHG emissions would also result from the collection of solid waste and transport to the landfill. Because implementation of the OGP would result in an approximately 52 percent increase in GHG emissions from approximately 2,072,493 MTCO2e in 2004 to approximately 3,159,568 MTCO2e under buildout of the OGP in 2030, and also exceed the City's threshold of the emission of 10,000 metric tons per year CO2e equivalent for an individual project's contribution to the global GHG emissions environment, this is a potentially significant impact.

Adherence to and implementation of regulations, General Plan policies, and implementation of Mitigation Measures 5.15-1 through 5.15-2, would reduce GHG emissions, but not to a less than significant level. This impact would remain significant and unavoidable. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. An Air Quality, Global Climate Change, and Energy Impact Analysis by Ganddini, dated March 31, 2023 (**Appendix A**), was prepared for the Proposed Project and analyzes GHG emissions associated with the Proposed Project. SCAQMD published the *Interim CEQA Greenhouse Gas (GHG) Significance Thresholds, December 2008,* to assist local agencies with determining the impact of a project's GHG emissions. SCAQMD's objective in providing the GHG guidelines is to establish a performance standard that would ultimately contribute to reducing GHG emissions below 1990 levels, and thus achieve the requirements of the California Global Warming Solutions Act (AB 32).

In the absence of a formal threshold established by the State, SCAQMD's interim GHG threshold has been established for use by lead agencies in determining significance of GHG emissions in CEQA. SCAQMD guidance describes a five-tiered approach for determining significance. Tier 3 is the primary method used for development projects of the Proposed Project's size. The Tier 3 approach limits the amount of GHG emissions from residential and commercial development projects to 3,000 metric tons of CO2 equivalents per year (MTCO2e/yr). If the project exceeds 3,000 MTCO2e/yr, then the impact is considered significant, and Mitigation Measures would be required to reduce emissions below the threshold.

The Proposed Project is anticipated to generate GHG emissions from area sources, energy usage, mobile sources, waste disposal, water usage, and construction equipment. Greenhouse gas emissions were calculated for on-site and off-site construction and operations activity using CalEEMod 2022.1.1.6 (**Appendix A**). **Table 7** – *Project-Related Greenhouse Gas Emissions* shows the construction greenhouse gas emissions, including equipment and worker vehicle emissions for all phases of construction. Construction emissions are averaged over 30 years and added to the long-term operational emissions, pursuant to SCAQMD recommendations. Because impacts from construction activities occur over a relatively short period of time, they contribute a relatively small portion of the overall lifetime project GHG emissions. However, SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime and added to the overall project operational emissions. Table 7 shows that the total for the Proposed Project's emissions (without credit for any reductions from sustainable design and/or regulatory requirements) would be 149.53 MTCO2e per year.

According to the SCAQMD threshold of significance, a cumulative global climate change impact would occur if the GHG emissions created from ongoing operations of the Proposed Project would exceed the SCAQMD threshold of 3,000 MTCO2e per year for all land uses. Therefore, operation of the Proposed Project would not create a significant cumulative impact to global change. Therefore, potential impacts associated with the generation of greenhouse gas emissions would be less than significant.

Table 7 – Project-Related Greenhouse Gas Emissions

Category	Greenhouse Gas Emissions (Metric Tons/Year)					
	Bio-CO2	**NonBio-CO2**	**CO2**	**CH4**	**N2O**	**C2Oe**
Maximum Annual Operations	1.08	137.00	138.00	0.12	0.01	142.00
Construction[1]	0.00	7.50	7.50	0.00	0.00	7.53
Total Emissions	**1.08**	**144.50**	**145.50**	**0.12**	**0.01**	**149.54**
SCAQMD Draft Screening Threshold						3,000
Exceeds Threshold?						**No**

Source: CalEEMod Version 2022.1.1.6

Notes:

1. Construction GHG Emissions CO2e based on a 30 year amortization rate.

b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Narrative Summary: Impacts Analyzed in GP PEIR (b)

Significant and Unavoidable. Increased GHG emissions associated with the General Plan could potentially impede implementation of the state's mandatory requirement under Assembly Bill 32 to reduce statewide GHG emissions to 1990 levels by the same year. Therefore, the incremental GHG emissions associated with development under the General Plan would cause a cumulatively considerable incremental contribution to significant cumulative impacts when viewed in connection with worldwide GHG emissions.

Impacts Associated with the Proposed Project (b)

No New Impacts. As shown in **Table 8** – *Project Consistency with CARB Scoping Plan Policies and Measures*, the Proposed Project is consistent with the applicable strategies within the AB 32 Scoping Plan. The principal overall State plan and policy is AB 32, which focuses on reducing GHG emissions in California to 1990 levels by 2020. This goal is further supplemented by SB 32 and Executive Order B-

30-15, which established a reduction target of at least 40 percent below 1990 emissions by 2030, and Executive Order S-3-05, which established a reduction target of at least 80 percent below 1990 emissions by 2050.

A specific requirement of AB 32 was to prepare a Climate Change Scoping Plan for achieving the maximum technologically feasible and cost-effective GHG emission reduction by 2020. The CARB Board approved a Climate Change Scoping Plan in December 2008 and updated the plan in 2014, approved a new Climate Change Scoping Plan in 2017, and the most recent Climate Change Scoping Plan in 2022. As the 2022 Scoping Plan builds upon previous versions, project consistency with applicable strategies of the 2008, 2017, and 2022 Plan are assessed in Table 8.

Table 8 – Project Consistency with CARB Scoping Plan Policies and Measures

2008 Scoping Plan Measures to Reduce Greenhouse Gas Emissions	Project Compliance with Measure
California Light-Duty Vehicle Greenhouse Gas Standards – Implement adopted standards and planned second phase of the program. Align zero- emission vehicle, alternative and renewable fuel and vehicle technology programs with long-term climate change goals.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Energy Efficiency – Maximize energy efficiency building and appliance standards; pursue additional efficiency including new technologies, policy, and implementation mechanisms. Pursue comparable investment in energy efficiency from all retail providers of electricity in California.	No Conflict. The Proposed Project would be compliant with the current Title 24 standards.
Low Carbon Fuel Standard – Develop and adopt the Low Carbon Fuel Standard.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Vehicle Efficiency Measures – Implement light-duty vehicle efficiency measures.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.

Medium/Heavy-Duty Vehicles – Adopt medium and heavy-duty vehicle efficiency measures.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Green Building Strategy – Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	No Conflict. The California Green Building Standards Code (proposed Part 11, Title 24) was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, which are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code took effect January 1, 2023. The Proposed Project would be subject to these mandatory standards.
High Global Warming Potential Gases – Adopt measures to reduce high global warming potential gases.	No Conflict. CARB identified five measures that reduce HFC emissions from vehicular and commercial refrigeration systems; vehicles that access the Project Site that are required to comply with the measures would comply with the strategy.
Recycling and Waste – Reduce methane emissions at landfills. Increase waste diversion, composting, and commercial recycling. Move toward zero waste.	No Conflict. The Proposed Project would participate in the City's existing waste, organics, and recycling program.
Water – Continue efficiency programs and use cleaner energy sources to move and treat water.	No Conflict. The Proposed Project would comply with all applicable City ordinances and CAL Green requirements.
2017 Scoping Plan Recommended Actions to Reduce Greenhouse Gas Emissions	**Project Compliance with Recommended Action**
Implement Mobile Source Strategy: Further increase GHG stringency on all	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply

light-duty vehicles beyond existing Advanced Clean Car regulations.	with the standards) would comply with the strategy.
Implement Mobile Source Strategy: At least 1.5 million zero emission and plug-in hybrid light-duty electric vehicles by 2025 and at least 4.2 million zero emission and plug-in hybrid light-duty electric vehicles by 2030.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Implement Mobile Source Strategy: Innovative Clean Transit: Transition to a suite of to-be-determined innovative clean transit options. Assumed 20 percent of new urban buses purchased beginning in 2018 will be zero emission buses with the penetration of zero-emission technology ramped up to 100 percent of new sales in 2030. Also, new natural gas buses, starting in 2018, and diesel buses, starting in 2020, meet the optional heavy-duty low-NOX standard.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Implement Mobile Source Strategy: Last Mile Delivery: New regulation that would result in the use of low NOX or cleaner engines and the deployment of increasing numbers of zero-emission trucks primarily for class 3-7 last mile delivery trucks in California. This measure assumes ZEVs comprise 2.5 percent of new Class 3–7 truck sales in local fleets starting in 2020, increasing to 10 percent in 2025 and remaining flat through 2030.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
Implement SB 350 by 2030: Establish annual targets for statewide energy efficiency savings and demand reduction that will achieve a cumulative doubling of statewide energy efficiency savings in electricity and natural gas end uses by 2030.	No Conflict. These are CARB enforced standards; vehicles that access the Project Site (that are required to comply with the standards) would comply with the strategy.
By 2019, develop regulations and programs to support organic waste landfill reduction goals in the SLCP and SB 1383.	No Conflict. The Proposed Project would be required to comply with City programs

	which comply with the 75 percent reduction required by 2020 per AB 341.
2022 Scoping Plan Priority Key Actions and Recommendations	**Project Compliance with Recommended Actions**
100 percent of light-duty vehicle sales are ZEVs by 2035.	Not Applicable. This action is in regard to vehicle sales, with an aim to have 100 percent of light-duty vehicle sales be ZEVs by 2035. The Proposed Project is a multi-family residential development and would not interfere with such policymaking.
VMT per capita reduced 25 percent below 2019 levels by 2030 and 30 percent below 2019 levels by 2045.	No Conflict. The Proposed Project would not result in an unmitigated impact to VMT. The Project is a 93-unit residential development located in close proximity to existing roadways and residential and commercial uses. Therefore, the Proposed Project would be anticipated to contribute to a reduction in VMT per capita.
All electric appliances in new construction beginning 2026 (residential) and 2029 (commercial).	No Conflict. The California Green Building Standards Code (proposed Part 11, Title 24) was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, which are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code took effect January 1, 2023. The Proposed Project would be subject to these mandatory standards.
For existing residential buildings, 80 percent of appliance sales are electric by 2030 and 100 percent of appliance sales are electric by 2035 (appliances replaced at end of life). For existing commercial buildings, 80 percent of appliance sales are electric by 2030 and 100 percent of	Not Applicable. This action is in regard to appliance sales and the Proposed Project would not interfere with such policymaking. Furthermore, although this action is not necessarily applicable on a project-specific basis, the Proposed Project is subject to the California Green

appliance sales are electric by 2045 (appliances replaced at end of life)	Building Standards Code (proposed Part 11, Title 24) which was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, which are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code took effect January 1, 2023. The Proposed Project would be subject to these mandatory standards.

The Proposed Project would not conflict with the goals of AB-32, SB-32, or the CARB Scoping Plan as shown above; therefore, the Proposed Project would not conflict with an applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases and impacts are considered to be less than significant, and no mitigation would be required.

Conclusion

The Proposed Project is consistent with the goals and objectives of AB 32, SB-32, the CARB Scoping Plan and the SCAQMD's 3,000 $MTCO_2e$ per year threshold for all land uses. Therefore, the Proposed Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. The Greenhouse Gas Emissions impacts of the Proposed Project would be less than significant, and no Project-specific mitigation would be required. With regards to the issue of Greenhouse Gas, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures have been implemented.

4.9 Hazards and Hazardous Materials

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
IX. HAZARDS AND HAZARDOUS MATERIALS: Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?					X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?					X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?					X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard or excessive noise to the public or the environment?					X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?					X

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?					X
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.7-1 Continue to assess risks associated with hazardous materials and develop Mitigation Measures accordingly. Identify hazardous material release sites and responsible parties and ensure that the sites are appropriately remediated. (**Implementation Program I-29**)	Mitigation Measure is applicable. The Project conducted a Phase I ESA to assess risks with hazardous materials.
5.7-2 Continue to work with the Orange County Airport Land Use Commission to increase safety and reduce noise associated with aircraft overflights and helicopter operations within the City by achieving the following objectives: • Work with the FAA and local airports (John Wayne Airport, Long Beach Airport, Los Alamitos Army Air Base) to determine appropriate aircraft altitude standards for aircraft flying over the City, taking into account public health and safety. • Continue to regulate the siting and operation of heliport/helistops through the Conditional Use Permit Process in conjunction with the Orange County	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
Airport Land Use Commission and Caltrans Division of Aeronautics. • Work with the heliport/helistop operators (police, fire, hospital, and private) to implement flight profiles, and operating parameters for noise control. (**Implementation Program V-17)**	
5.7-3 The City shall maintain, equip, and update the Emergency Operations Center on an ongoing basis to improve public safety and agencies response. (**Implementation Program II-5**)	Mitigation Measure is not applicable.
5.7-4 The City shall continually update building and fire codes to: Ensure that new development and retrofitted development reduce potential damage from earthquakes, floods, fire, wind, liquefaction, and other natural hazards. (**Implementation Program I-9**)	Mitigation Measure is applicable. The Proposed Project would comply with all applicable standards set forth in the latest versions of the Building Code and Fire Code.
5.7-5 The City shall continue to evaluate and update information available to the City regarding potential fire hazards and hazard areas. Provide public information regarding defensible space surrounding residences and businesses. Use Wildland Fuel Modification guidelines for controlling vegetation in undeveloped areas, and Wildland Urban Interface Code and week abatement standards (**Implementation Program I-27**)	Mitigation Measure is not applicable.
5.7-6 Use public education activities to accomplish the following objectives: • Raise public awareness of public safety issues including fire safety, flood hazards, homeland security, and other programs; and • Educate the public regarding the benefits of recycling and waste reduction.	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
Coordinate education activities and make materials available to residents. Utilize all available media, including forums, flyers, brochures, email, videos, interpretive displays, workshops, and the City's website to accomplish these objectives. Fully utilize the resources of the Orange Public Library to disseminate this information. Explore partnerships with local schools and educators to develop an educational program in historic preservation, personal and community safety, and environmental awareness. (**Implementation Program IV-3**)	
5.7-7 Adopt, review, implement, and update as necessary the following master plans, standards, and guidelines: • Multi-Hazard Functional Plan, including • Emergency Operations Plan and evacuation routes. (**Implementation Program I-4**)	Mitigation Measure is not applicable.

Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (a)

Less than Significant Impact. The PEIR examined potential impacts of the General Plan relative to Hazards and Hazardous Materials to the public and environment. Commercial uses such as dry cleaners and vehicle maintenance facilities, industrial uses and hospitals throughout the planning area may use, dispose of, or transport hazardous materials. Future development associated with the implementation of the General Plan that is in proximity to these uses could be exposed to hazardous materials related to the use, disposal, and transport of hazardous materials. New residential and mixed use development in areas previously zoned for commercial and industrial uses could lead to increased potential for residential exposure to hazardous materials. Some of the OGP land use focus areas are located adjacent to and on previously zoned commercial and industrial land. To minimize impacts related to hazardous materials, the GP PEIR implements Mitigation Measures 5.7-1, 5.7-6, and 5.7-7 would reduce impacts to a less than significant level by continuing to assess risks associated with

hazardous materials, educating the public on potential hazards and proper practices, and updating the Emergency Operations Plan and evacuation routes.

Under the General Plan, the City would continue to maintain permitting requirements that parallel County requirements for businesses within Orange that handle, store, or generate hazardous waste. The General Plan is in accordance with federal, state, and local requirements and regulations and new developments would be in conformance with the OCFA, State Department of Toxic Substances Control, the Regional Water Quality Control Board (RWQCB) and/or other responsible agencies. Therefore, there would be a less than significant impact with implemented Mitigation Measures.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project involves subdividing the Project Site into 11 individual parcels and developing each with a single-family dwelling, ranging from approximately 2,425 sq. ft. to approximately 2,724 sq. ft. During the construction phases of the Proposed Project, the transport of construction waste for disposal could result in accidental release of hazardous materials. The Property Owner/Developer would be required to comply with all applicable federal, state, and local laws and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste to reduce the likelihood and severity of accidents during transit. The disposal of all construction waste would be conducted in accordance with current regulations and in conformance with emission thresholds. Ganddini Group, Inc. conducted an Air Quality, Greenhouse Gas, and Energy Impact Study for the Proposed Project. The Impact Study discusses design features to implement during the construction phase as well as operation phase to limit hazards and the release of hazardous materials and emissions.

Operation of the Proposed Project would not involve the transport, use, or disposal of copious quantities of hazardous materials. The use of hazardous materials on the Project Site post-construction would consist of those commonly used in a residential setting for routine maintenance and cleaning. Proper handling of the use and disposal of hazardous materials would reduce the potential for exposure. Therefore, with incorporation of the recommendations, consistency with General Plan policies and programs, and with application of local, state, and federal regulations related to hazardous materials, no new impacts associated with significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials would occur.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (b)

Less Than Significant Impacts. The GP PEIR examined potential impacts of the General Plan relative to Hazardous Materials to the public and environment. Commercial uses such as dry cleaners and vehicle maintenance facilities, industrial uses and hospitals throughout the planning area may use, dispose of, or transport hazardous materials. Future development associated with the implementation of the General Plan that is in proximity to these uses could be exposed to hazardous materials related to the use, disposal, and transport of hazardous materials. Mitigation Measure 5.7-7 requires the City to adopt, review and implement the EOP according to requirements and provisions of the State Emergency Management System and National Incident Management System. The EOP would be reviewed and updated responding to the changing conditions within the planning area over the course of the General Plan implementation. With adherence to existing regulations and plans, impacts associated with emergency plans would be reduced to a level less than significant.

Impacts Associated with the Proposed Project (b)

No New Impacts. The Property Owner/Developer would be required to comply with all applicable federal, state, and local laws and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste during the construction phase to reduce the likelihood and severity of accidents during transit. Additionally, removal of any unknown USTs from the Project Site would be subject to all applicable federal, state, and local laws and regulations pertaining to their removal.

Proper handling of the use and disposal of hazardous materials associated with residential uses would reduce the potential for exposure. Operation of the Proposed Project would not involve the transport, use, or disposal of copious quantities of hazardous materials. The use of hazardous materials on the Project Site post-construction would consist of those commonly used in a residential setting for routine maintenance and cleaning. Proper handling of the use and disposal of hazardous materials would reduce the potential for exposure. Therefore, no new impacts to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would occur, and no new mitigation is required.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (c)

Less than Significant Impacts. The GP PEIR discusses how new development mentioned in the General Plan would involve infill and/or redevelopment of existing land uses. The implementation of the General Plan and its policies and

programs is not expected to result in the accidental release of hazardous materials or substances into the environment or within one-quarter mile of a school; however, future development could emit hazardous materials into the environment and may also subject existing development, including schools, to hazardous emissions and waste. Mitigation Measure 5.7-6 and 5.7-7 would reduce these impacts to existing or proposed schools to a less than significant level.

Impacts Associated with the Proposed Project (c)

No New Impacts. The Proposed Project involves site preparation and the development of 11 dwelling units, ranging from 2,425 sq. ft. to 2,724 sq. ft.. During the construction phases of the Proposed Project, the transport of construction waste for disposal could result in accidental release of hazardous materials.

The nearest school to the Project Site is Santiago Charter Middle School, located less than 0.1-mile from the Project Site. The Property Owner/Developer would be required to comply with all applicable federal, state, and local laws and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste during the construction phase to reduce the likelihood and severity of accidents during transit. Required standards would be subject to review and regulation by each applicable jurisdiction. Proper handling of the use and disposal of hazardous materials associated with residential uses would reduce the potential for exposure of any school in proximity to the Project Site to hazardous materials. Therefore, no new impacts associated with the emission of hazardous or handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school would occur, and no new mitigation is required.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (d)

No Impacts. The GP PEIR determined that any future development project that occurs be pursuant to Government Code § 65962.5 on a project-by-project basis. New Development would mostly occur as infill development and/or redevelopment on existing land uses, however, new residential and mixed-use development in areas previously zoned for commercial and industrial uses could lead to increased potential for residential exposure to hazardous materials. Mitigation Measure 5.7-1 requires the city to continue to assess risks associated with hazardous materials and future development, where individual projects would develop Mitigation Measures accordingly, as well as at a City level. For projects associated with the General Plan implementation, any significant hazard

to the public or environment related to Project Site location and Government Code § 65962.5 would be reduced to a less than significant level.

Impacts Associated with the Proposed Project (d)

No New Impacts. A site-specific Phase I Environmental Site Assessment (ESA) was completed to determine potential impacts associated with hazards and hazardous materials (**Appendix E** – *Phase I Environmental Site Assessment – 647 North Rancho Santiago Boulevard,* Partner Engineering and Science, March 5, 2021). No evidence of the use of reportable quantities of hazardous substances was observed on the subject property. Small quantities of general maintenance/cleaning supplies and pool equipment were found to be properly labeled and stored at the time of the assessment with no signs of leaks, stains, or spills. The storage and use of these supplies do not appear to pose a significant threat to the environmental integrity of the subject property at the time of the Phase I ESA.

Partner Engineering and Science obtained historical aerial photographs of the Project Site form Environmental Data Resources on February 22, 2021, that indicate the site was used for agricultural uses with a single-family residence from as early as 1938 through 1952. All surrounding properties are shown to be developed with what appears to be agricultural land. In 1963 and 1966, the Project Site was developed with an additional residential structure. The property directly south was developed with what appears to be the current single-family residence. Photographs from 1972 show no significant changes on the Project Site, whereas the site directly north was developed with the current church building and the property to the west was developed with the current single-family residences across Rancho Santiago Blvd. In 1977, what appears to be additional small buildings and shade coverings were developed on the eastern portion of the Project Site. The site directly north was developed with a commercial or industrial building adjacent to the church, which appears to be the current greenhouse as of 1985. The property to the east of the subject site began construction of what appears to be the current single-family residences. In images from 1989 through 2016, the Project Site developed additional small buildings and horse stalls dispersed east of the single-family residences up to the eastern property line. In 2002, a pool was developed near the single-family residences. The latest image provided in the Phase I Assessment is from 2016, where the site is developed with two single-family residences on the western portion of the Project Site, a private pool adjacent to the single-family residences, and small buildings and horse stalls dispersed throughout the rest of the site. Google Earth imagery, accessed November 7th, 2024, shows all development demolished and the pool removed and filled with dirt as of 2022. 2023 Google Earth imagery shows the site was overgrown with what appears to be native shrubs and the building footprint in the northwest corner. In 2024, the shrubs

appear to have been removed, with little regrowth, and the remainder of the site covered with dirt and the building footprint in the northwest corner of the Property Site.

Based on information obtained by Partner from the USDA Natural Resources Conservation Service Web Soil Survey online database, the Project Site is mapped as Cropley clay (82%) and Myford sandy foam, thick surface (18%). The Cropley clay consists of deep, well-drained soils that formed in alluvial fans and terraces from alluvium derived from calcareous shale. The Myford sandy loam, thick surface consists of deep, well-drained soils that formed in terraces from alluvium derived from mixes. Albus Associates completed a Geotechnical Report (Preliminary Geotechnical Investigation, Proposed Residential; Development, 647 North Rancho Santiago Boulevard, August 9th, 2022). The study reported that the Project Site is underlain by terrace deposits, with artificial fills encountered within to an approximate depth of 6 feet, which is associated with the backfilled pool. Additional fill materials were not encountered but are anticipated onsite within the footprints of previous structures. Therefore, no new impacts associated with the Proposed Project associated with hazardous materials would occur, and no new mitigation is required.

e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (e)

No Impacts. The GP PEIR did not discuss potential impacts associated with an airport land use plan, as the City area is not within or adjacent to an airport land use plan. The nearest airport to the City of Orange is John Wayne International Airport, approximately 6.5 miles west of the City's southwestern city boundary. Therefore, there would be no safety hazard impacts associated with airports or airstrips for people residing or working in the project limits, and no mitigation is required.

Impacts Associated with the Proposed Project (e)

No New Impacts. The Project Site is not located within an airport land use plan. The John Wayne International Airport is located approximately 8.6 miles from the Project Site. The Fullerton Municipal Airport is approximately 11.2 miles from the Project Site. Therefore, no new impacts associated with a safety hazard or excessive noise for people residing or working in the project area would occur, and no mitigation is required.

f) Would the project impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (f)

Less than Significant Impact: The GP PEIR examined this issue and determined that new development associated with the OGP has the potential to impede existing emergency access to some portions of the planning area in the event of a disaster. Mitigation Measure 5.7-3 would require the City to continually maintain, equip and update the Emergency Operations Center to improve public safety and agencies responsible, as well as mitigate potential impacts to the interference of an adopted emergency response plan or emergency evacuation plan. The City implements the EOP according to requirements and provisions of the State Emergency Management System and National Incident Management System. The EOP would be reviewed and updated responding to the changing conditions within the planning area over the course of the General Plam implementation. With adherence to existing regulations, plans as well as Mitigation Measures 5.7-1, 5.7-3, and 5.7-7, impacts associated with emergency plans would be reduced to a level less than significant. Implementation of these Mitigation Measures would reduce the impacts of airport noise to a less than significant level.

Impacts Associated with the Proposed Project (f)

No New Impacts. The Proposed Project would allow emergency access to the Project Site through the western driveway. The closest fire station to the Project Site is Orange County Fire Authority Station 23, located approximately 0.82 miles north. The proposed on-site accessways and interior roadways meet the turning radii and driveway width requirements of the Orange County Fire Authority. In addition, as part of the plan check process, the Project Site plan would undergo a fire, life, and safety review to ensure adequate infrastructure for emergency response and access. Therefore, no impacts associated with an adopted emergency response plan or emergency evacuation plan would occur and no new mitigation would be required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (g)

Less than Significant Impact. The GP PEIR discusses that development associated with the OGP implementation may occur within or adjacent to fire hazard severity zones. No General Plan land use focus areas are located within wildland areas. New development in undeveloped areas, especially in the hillsides and canyons of the eastern portion of the planning area, could increase risk of exposure to wildfires. Mitigation Measure 5.7-6 and 5.7-7 would mitigate these impacts through education and updating master plans, standards and guidelines. Mitigation Measure 5.7-4 requires the City to update building and fire code to reduce natural disaster event impacts and Mitigation Measure 5.7-5 requires the City to continue

to evaluate and regulate information available to the City regarding potential fire hazards and hazard areas. With adherence to existing policies and regulations, and implementation of Mitigation Measures 5.7-4, 5.7-5, 5.7-6, and 5.7-7, impacts associated with wildland fire hazards would be reduced to a level less than significant.

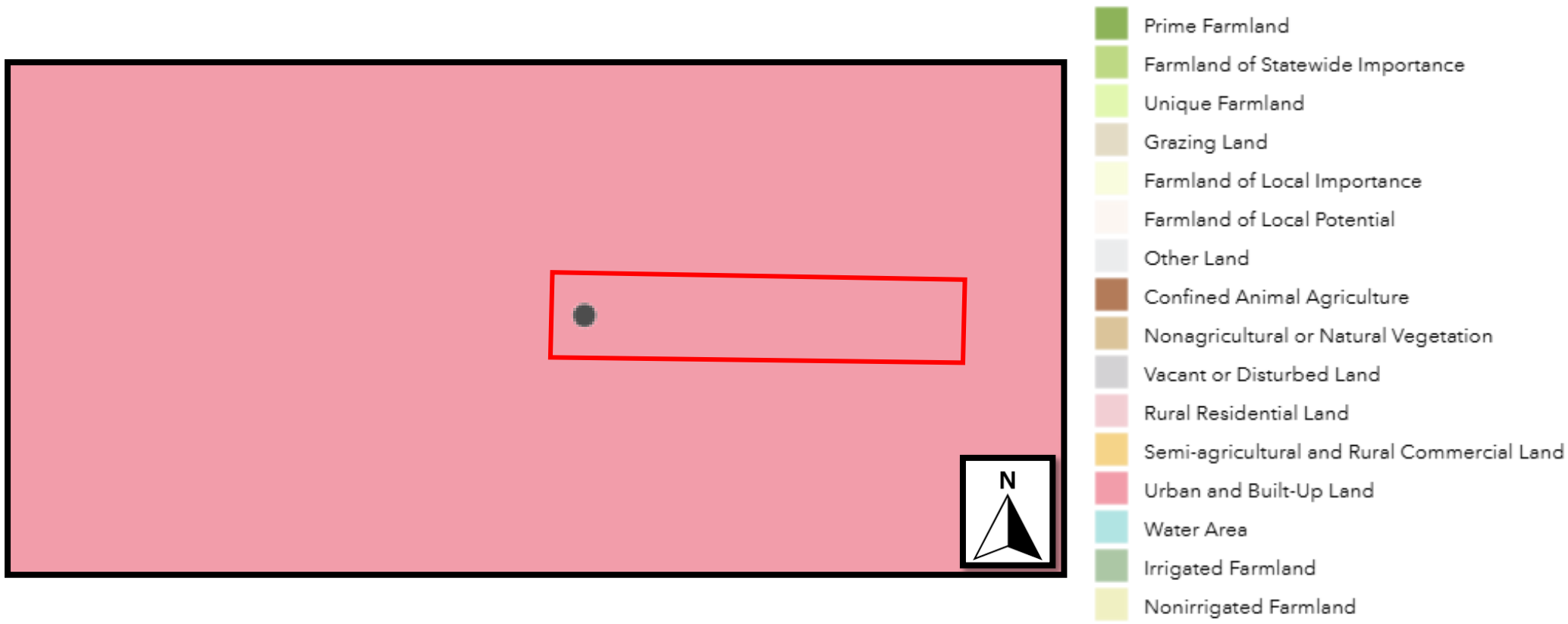
Impacts Associated with the Proposed Project (g)

Less than Significant Impact. According to the 2025 CAL FIRE Fire Hazard Severity Zones (FHSZ) Map Viewer, the Project Site is located in a Very High Fire Hazard Severity Zone (VHFHSZ) in a Local Responsibility Area (LRA) (**Figure 7** – Fire Hazard Severity Zones). This means that the Proposed Project is required to comply with Chapter 7A of the CBC/the Wildland-Urban Interface (WUI) Code as well as the City's local fire procedures and regulations. As part of the plan check process, the Project Site plan would undergo a fire, life, and safety review and would be required to comply with all fire regulations applicable to the project area. Therefore, no new impacts associated with wildland fires would occur, and no new mitigation is required.

Conclusion

No new impacts associated with hazards and hazardous materials would occur. The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. The Proposed Project contains no substantial changes to the implementation of the General Plan, there have been no substantial changes in circumstances, and no new information has become available, not known and could not have been known, at the time of certification, which would require major revisions to the PEIR. The Hazards and Hazardous Materials impacts of the Proposed Project would be less than significant, and no Project-specific mitigation would be required. With regards to the issue of Hazards and Hazardous, the following findings can be made:

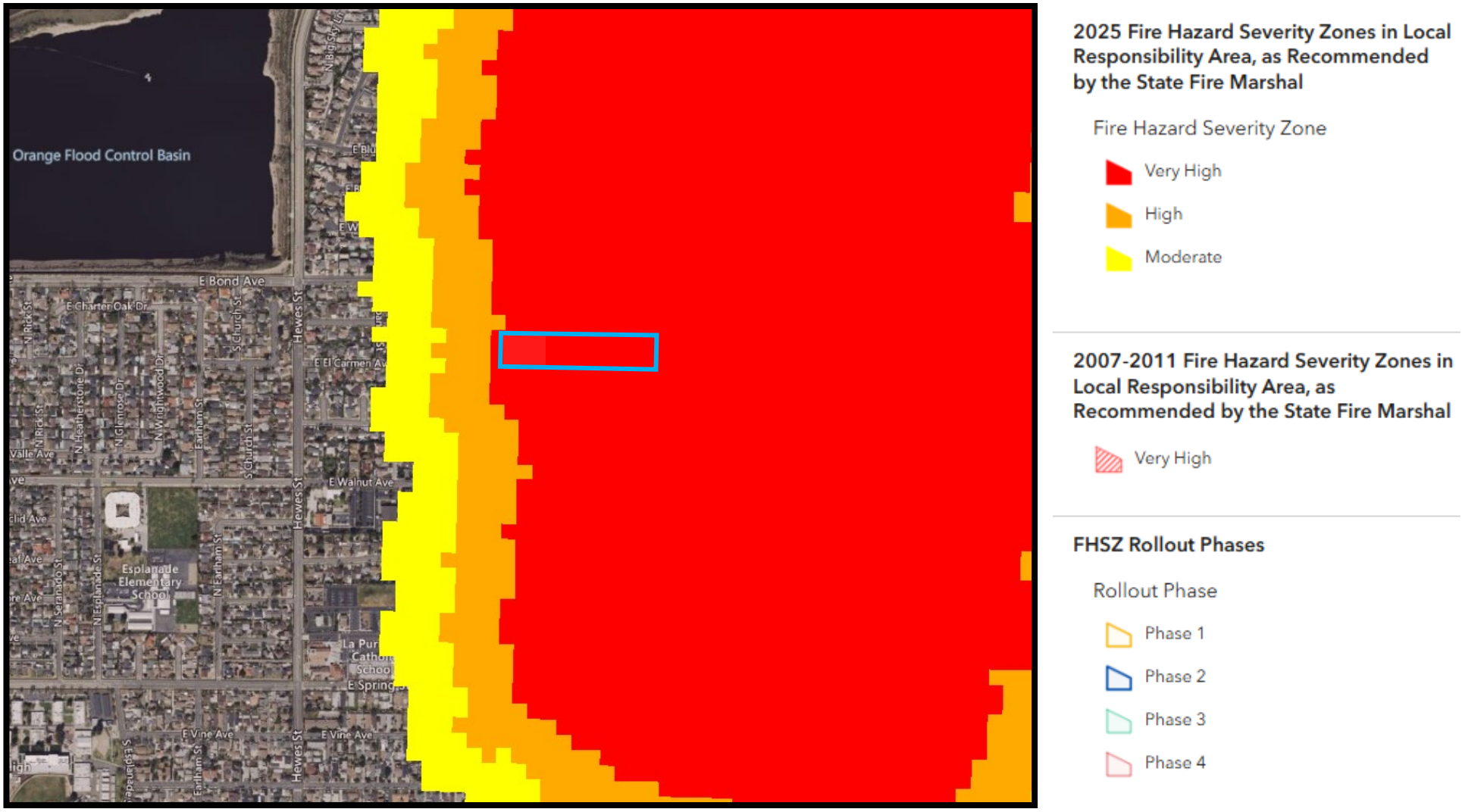
1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures and uniformly applied development policies and standards have been implemented through the Proposed Project.



Project Location
-Not to Scale

Figure 6: Agricultural Designation Map

Source: CA Department of Conservation



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Project Location
- Not to Scale

Figure 7: 2025 Fire Hazard Severity Map
Source: California Department of Forestry and Fire Protection

4.10 Hydrology and Water Quality

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
X. HYDROLOGY AND WATER QUALITY: Would the project:					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?					X
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?					X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:					X
• result in substantial erosion or siltation onsite or offsite;					X
• substantially increase the rate or amount of surface water runoff in a manner which would result in flooding on or offsite;					X

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
• create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or					X
• impede or redirect flood flows?					X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?					X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.8-1 Support efforts by the Orange County Flood Control District (OCFCD) to regularly maintain flood control channels and structures owned by the OCFCD, and to complete necessary repairs in a timely manner. Work with the OCFCD and USACE to identify new flood control improvements and establish installation programs for improvements as needed. Work with the OCFCD to identify opportunities to enhance the natural qualities of Santiago Creek to protect habitat and reintroduce	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
native plants, animals, and fish. (**Implementation Program V-11**)	
5.8-2 Continue to inspect storm drains, remove debris from catch basins as needed, and evaluate and monitor water storage facilities to determine if they pose a water inundation hazard. (**Implementation Program I-32**)	Mitigation Measure is not applicable.
5.8-3 Before making land use decisions, the City will utilize available methods to estimate increases in pollutant loads and flows resulting from projected future development. The City will follow the most current NPDES Permit and County of Orange DAMP to ensure that the City complies with applicable federal and state regulations. Applicants for new development and redevelopment projects shall demonstrate accomplishment of the following: • Use structural and nonstructural BMPs to mitigate projected increases in pollutant loads and flows; • Control the velocity of pollutant loading flows during and after construction; • Limit areas of impervious surface and preserve natural areas; • Limit directly connected areas of impervious surfaces; • Use natural treatment systems such as wetlands and bioswales to treat storm runoff where technically and economically feasible; • Provide on-site infiltration and temporary on-site retention areas; • Limit disturbance of natural water bodies, natural drainage systems, and highly erodable areas; and • Use pollution prevention methods, source controls, and treatment with small collection strategies located at or as close as possible to the source.	Mitigation Measure is applicable. The Proposed Project would comply with all applicable federal and state regulations, including compliance with the NPDES permit and preparation of a SWPPP. The Proposed Project's PWQMP lists BMPs to mitigate projected increases in pollutant loads and flows. The Proposed Project's SWPPP would comply with the Construction General Permit, which includes pollution prevention methods, BMPs, and discussion of the Project's impervious surface, pollutant loading flows, applicable stormwater runoff treatment systems, and more.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
In addition, applicants for large development projects are required to meet site predevelopment hydrologic conditions and to retain runoff on-site where technically feasible. (**Implementation Program III-8**)	
5.8-4 Comply and implement all provisions of the NPDES permit and support regional efforts by the Santa Ana RWQCB to improve and protect water quality. (**Implementation Program V-9**)	Mitigation Measure is applicable. The Project Site is over one-acre and will prepare a SWPPP and follow the Construction General Permit as part of the NPDES permit.

Discussion

a) Violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less than Significant Impact with Mitigation. The GP PEIR states that construction activities related to the implementation of the OGP could contribute additional pollutants, including sediments from grading activities and contaminants associated with construction materials, construction waste, vehicles, and equipment, among others. Future infill development in the City's existing urban areas is not expected to substantially increase the amount of existing impervious surfaces and, in fact, site redevelopment may provide opportunities to create new pervious surfaces through new landscaping and use of porous pavements, which could reduce the amount of runoff and associated pollutants. However, since storm drains are designed to carry only storm water, these drains typically are not equipped with filters or cleaning systems and, consequently, can deliver polluted urban runoff directly into local flood control channels and the receiving water bodies affecting their beneficial use. Many of the pollutants found in this runoff are toxic to marine and aquatic life. Thus, implementation of the OGP has the potential to violate water quality standards and waste discharge requirements and the impacts would be potentially significant.

Impacts related to pollutants associated with impervious surfaces are reduced primarily by City implementation of Regional Water Quality Control Board (RWQCB) waste discharge permits and through preparation and implementation of a SWPPP, including identification of required BMPs. A WQMP would be required to identify permanent BMPS that would control discharges to MS4s postconstruction. Additionally, because much of the new development with implementation of the OGP would be infill and redevelopment, site conditions and runoff filtration measures would improve through retrofitting and the

development review process. With adherence to and implementation of these permits, proposed regulations, and policies, and implementation of Mitigation Measures 5.8-3 and 5.8-4, program-level water quality impacts would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. A Preliminary Hydrology Analysis (**Appendix F –** *Preliminary Hydrology Analysis for Rancho Ridge Tentative Tract Map No. 19279,* Hunsaker & Associates, Inc., May 15, 2024) and a Preliminary Priority Water Quality Management Plan (PWQMP) (**Appendix G –** *Preliminary Water Quality Management Plan – Rancho Ridge – Tentative Parcel Map No. 19279,* Hunsaker & Associates, Inc., March 23, 2023) were prepared for the Proposed Project. The Proposed Project would be subject to local, state, and federal water quality requirements. The Proposed Project would comply with the City's local procedures (Orange Municipal Code), as well as requirements of the National Pollutant Discharge Elimination System (NPDES) permit program of the Federal Clean Water Act to control storm water runoff and prevent violations of regional water quality standards. The Proposed Project's Geotechnical Report studied the geologic and geotechnical conditions to provide recommendations for site grading, construction, foundation design, and other relevant aspects of the proposed development. Groundwater was not encountered during the geotechnical investigation's subsurface investigation. Groundwater is not expected to have a significant impact on the proposed development and vice versa. Additionally, the PWQMP states that the Proposed Project would use infiltration BMPs that would capture and treat runoff. Runoff and stormwater would not have an impact of the water quality standards and waste discharge requirements, or substantially degrade surface and/or groundwater quality.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (b)

Less Than Significant Impacts. The GP PEIR states that development associated with the OGP has the potential to develop in areas where groundwater recharge would naturally occur, such as the eastern portion of the City's planning area. The GP PEIR discusses that the Orange County Groundwater Basin has been identified as overdrafted because production was exceeding natural replenishment of the basin. However, Orange County Water District (OCWD) has studied the basin and replenishment needs and potential projects to address growth in demand. Additionally, a completed Ground Water Replenishment System was designed to provide sufficient additional drinking supplies to accommodate an estimated

300,000 to 500,000 residents in north and central Orange County, which includes the City's projected population increase. Based on this availability of increased water supply and the OGP's designation of land within the Santa Ana River and Santiago Creek floodways as open space in order to preserve these areas for groundwater recharge, impacts related to groundwater resources would be less than significant (GP PEIR, page 5.8-22). Additionally, the proposed OGP buildout population, at a point in time after 2030, is estimated to be 194,543. Based on historical water use, approximately 46,800 AFY would be needed at buildout while the City's estimated available water supply in 2030 would have increased to approximately 85,062 AFY (49,079 AFY from groundwater and 35,983 AFY from imported water). Therefore, impacts to water supply availability to serve the OGP buildout would be less than significant. Therefore, the GP PEIR concludes impacts related to groundwater supplies would be less than significant.

Impacts Associated with the Proposed Project (b)

No New Impacts. According to the Geotechnical Investigation, groundwater was not encountered during the geotechnical subsurface exploration to a maximum depth of 51.5 feet. Review of the CDMG Special 011 indicates that historic groundwater for the Project Site has not been mapped. However, projecting the historic groundwater contours available and given geologic conditions of the Project Site, groundwater for the Project Site is anticipated to be below a depth of 50 feet. Furthermore, the Geotechnical Investigation reviewed the Department of Water Resources groundwater level data for nearby wells and found that no relevant wells exist near the Project Site. Additionally, the Proposed Project would coordinate with the City of Orange Public Works to obtain the applicable connections for domestic water, sanitary sewer, and recycled water services. Groundwater is not expected to have a significant impact on the proposed development and vice versa. Therefore, no new impacts associated with the depletion of groundwater supplies or interference with groundwater recharge would occur.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:

- *result in substantial erosion or siltation onsite or offsite;*
- *substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
- *create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or*
- *impede or redirect flood flows?*

Narrative Summary: Impacts Analyzed in the GP PEIR (c)

Less Than Significant Impacts. The GP PEIR states that implementation of the OGP would not involve the alteration of existing streams or rivers. Future infill development in the City's existing urban areas is not expected to substantially increase the amount of existing impervious surfaces or substantially change the flow velocity or volume of storm water runoff. In fact, site redevelopment may provide opportunities to create new pervious surfaces to facilitate groundwater infiltration through new landscaping and use of porous pavements. Development in the eastern portion of the planning area on currently undeveloped land would convert existing natural areas into impervious surfaces such as buildings, roads, sidewalks, and parking lots. This planned development could potentially increase the volume and velocity of runoff flowing into Santiago Creek and drainage channels leading into the Santiago Creek Recharge Basin. Construction in existing and new development areas would be required to comply with the City's LIP to ensure that this runoff is properly mitigated and conveyed to the Santa Ana River or to the Santiago Creek. Therefore, impacts to surface hydrology/water bodies are expected to be less than significant.

Impacts Associated with the Proposed Project (c)

No New Impacts. According to the Hydrology Analysis, the Project Site's existing stormwater conditions flow on surface toward Rancho Santiago Boulevard, and then flow southerly on the west side of the street, and discharged into an existing catch basin, which is about 300 feet southerly from the Project Site. The Proposed Project's stormwater condition does not substantially alter the existing drainage pattern of the Project Site. Peak storm runoffs produced from the Project Site under proposed conditions shall also slow on surface toward Rancho Santiago Boulevard, and then flow southerly on the west side of the street, and discharged into the existing catch basin (200 feet southerly from the Project Site). Low flows up to 2-year storm event produced from the Project Site are collected in two proposed inlets, then are detained in a proposed storage, 48" reinforced concrete pipe (RCP), before discharging into a proposed Maxwell Plus System, with a pre-treatment chamber, to be treated. Per the Proposed Project's Hydrology Analysis for the 2-year storm, the post development runoff volume for the 2-yr, 24-hr storm exceeds the pre-development runoff volume for the 2-yr, 24-hr storm by more than five percent. However, the PWQMP includes hydromodification control BMPs to address any hydrologic conditions of concerns (HCOC) impacts. Therefore, the impacts would be less than significant.

Therefore, no new impacts associated with the alteration of an existing drainage pattern of or area of site in a manner that would cause the alteration of the course of a stream or river or through the addition of impervious surface would occur.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Narrative Summary*: *Impacts Analyzed in the GP PEIR (d)

Less Than Significant Impact with Mitigation. The GP PEIR discusses that the OGP would not involve the alteration of existing streams or rivers. The OGP designated land along floodway corridors of the Santa Ana River, Santiago Creek, and Handy Creek as open space. Stream drainage areas along the Santa Ana River and Santiago Creek are located with the FEMA 100-year floodplain. The western portion of the planning area bounded by the Santa Ana River and the City boundary are also located within 100-year flood areas. Additionally, backwater into Santiago Creek, Limestone Creek, and immediately adjacent to Santiago Reservoir tributary drainage are classified as 100-year storm event areas due to their water surface elevations. Development associated with the OGP implementation in the hillside and basin areas would contribute to the potential for flood hazards by altering existing runoff and absorption rates. This is a potentially significant impact.

Additionally, the GP PEIR states that portions of Orange, such as the Villa Park Dam, Santiago Dam, and Peters Canyon Dam, are susceptible to flood events related to dam failure resulting from a significant earthquake. The OGP land use focus areas are not located in the vicinity of the dams. However, areas below the dams have a high potential for inundation. This is a potentially significant impact.

The OGP requires that appropriate flood control measures be implemented to reduce the risks from localized flooding. Additional flood prevention methods such as provision of detention basins and on-site storm water drainage would be required of developers to reduce runoff into the City's drainage facilities and to provide adequate drainage for new developments. In addition to water quality benefits, Mitigation Measure 5.8-3 also provides an opportunity for the City to promote development that incorporates permeable surfaces within site design. To mitigate flood hazards to existing structures within flood zones, the City would host educational programs for the public and its staff regarding flood hazards.

Due to the City's location being approximately 12 miles inland from the Pacific Ocean, the City would not be affected by tsunamis. Although seiches have not historically occurred within the planning area, it is possible that a seiche could occur within the Santiago Creek Recharge Basin or Irvine Lake. Due to the absence of historical data, no local mapping is available for areas adjacent to these water bodies that might be affected by a seiche. There would be a potential for mudflows and associated erosion during land development activities in and adjacent to hillsides in the eastern portion of the planning area due to removal of natural vegetation and creation of steep graded slopes. However, standard erosion-prevention practices during grading and avoidance of over

steepened slopes near existing development would reduce the potential for mudflow impacts to a less than significant level.

With adherence to and implementation of the proposed regulations and policies and implementation of Mitigation Measures 5.8-1 and 5.8-2, program-level flooding impacts would be less than significant. Individual development projects would be required to undergo project specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (d)

No New Impacts. As indicated in the General Plan PEIR, inundation hazards in the City are less than significant due to policies and Mitigation Measures proposed in the OGP and GP PEIR. The Proposed Project does not include any development that would increase the risk of exposure of people or structures to dam inundation hazards beyond those identified in the GP PEIR. The Project Site is not immediately adjacent to any body of water. However, the Santiago Creek Recharge Basin is located approximately 0.-34-mile northwest of the Project Site. The area surrounding Santiago Creek is analyzed in the GP PEIR as one of the areas that are susceptible to inundation. The GP PEIR analyzed that implementation of the policies, regulations, and Mitigation Measures listed in the OGP and GP PEIR as well as implementation of existing federal, state, and local regulations would reduce the impacts to less than significant for areas in the City that are at risk of inundation. Therefore, the Project Site does not propose any new impacts beyond what is already analyzed in the GP PEIR. No new impacts associated with the release of pollutants due to flood, hazard, tsunami, or seiche zones would occur.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Narrative Summary: Impacts Analyzed in the GP PEIR (e)

Less Than Significant Impact with Mitigation. The GP PEIR states that implementation of the OGP could contribute to additional pollutants, including sediments from grading activities and contaminants associated with construction materials, construction waste, vehicles, and equipment, among others. Future infill development in the City's existing urban areas is not expected to substantially increase the amount of existing impervious surfaces and, in fact, site redevelopment may provide opportunities to create new pervious surfaces through new landscaping and use of porous pavements, which could reduce the amount of runoff and associated pollutants. However, since storm drains are designed to carry only storm water, these drains typically are not equipped with filters or cleaning systems and, consequently, can deliver polluted urban runoff directly into local flood control channels and the receiving water bodies affecting their beneficial use. Many of the pollutants found in this runoff are toxic to marine

and aquatic life. Thus, implementation of the OGP has the potential to violate water quality standards and waste discharge requirements, and the impacts would be potentially significant. As discussed above, the City has a GWR System that is designed to provide sufficient additional drinking supplies to accommodate the overdraft of the Orange County Groundwater Basin. Based on this availability of increased water supply and the OGP's designation of land within the Santa Ana River and Santiago Creek floodways as open space in order to preserve these areas for groundwater recharge, impacts related to groundwater resources would be less than significant. Therefore, implementation of the OGP would have a less than significant effect on a water quality control plan and sustainable groundwater management plan with implementation of Mitigation Measures.

Impacts Associated with the Proposed Project (e)

No New Impacts. The Proposed Project includes a Water Quality Management Plan, a Geotechnical Report, and a Hydrology Report, which all comply with NPDES. The Proposed Project would be consistent with the GP PEIR development standards and design guidelines, as well as the City's Municipal Code. The Proposed Project would be subject to local, state, and federal water quality requirements. Therefore, no new impacts associated with the conflict or obstruction of a water quality control plan or sustainable groundwater management plan would occur.

Conclusion

No new impacts associated with hydrology and water quality would occur. The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. The Proposed Project contains no substantial changes to the implementation of the General Plan, there have been no substantial changes in circumstances, and no new information has become available, not known and could not have been known, at the time of certification, which would require major revisions to the GP PEIR. With regards to the issue of Hydrology and Water Quality, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures and uniformly applied development policies and standards have been implemented through the Proposed Project.

4.11 Land Use Planning

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XI. LAND USE AND PLANNING: Would the project:					
a) Physically divide an established community?					X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required.	-

Discussion

a) Physically divide an established community?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant: The GP PEIR evaluated the potential for the implementation of the General Plan to physically divide an established community. The GP PEIR states that most new development in the City would occur through infill development and adaptive reuse in the OGP land use focus areas. Those parcels anticipated to accommodate development are generally surrounded by existing development and are not large enough to physically divide areas within the City. The OGP identified Metropolitan Drive as a roadway that may need to be

extended as well as the addition of an interchange at Meats Avenue and SR-55. Roadway widening and intersection improvements may also occur throughout the City to accommodate the additional growth allowed under the General Plan. However, division of established communities would not occur with the extension of Metropolitan Drive because the primary use of the area is commercial activities and public facilities. Roadway widening would not divide established communities because roadway widening would occur to existing facilities. The addition of the Meats Avenue/SR 55 interchange would impact some single-family residences and mobile homes but would not create barriers to or divide the surrounding area. The OGP contains policies that emphasize increasing connectivity between land uses via a multimodal mobility network and do not support incompatible development or infrastructure that could divide established communities.

New growth in the eastern portion of the planning area would occur on undeveloped land and would not result in the division of established communities. Therefore, implementation of the OGP would have a less than significant impact in relation to the division of an established community.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project would occur on a site that is currently vacant, but historically, has appeared to have been used for residential and agricultural uses. The Proposed Project proposes to construct 11 two-story single-family homes that range from 2,425 sq. ft. to 2,724 sq. ft. and include attached private garages and driveways, interior street, surface parking spaces, and common open space. The Proposed Project is consistent with the surrounding residential development. The Proposed Project would not physically divide an established community. Therefore, the Proposed Project would not result in any physical division of an established community and no impacts would occur and no mitigation is required

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Less Than Significant with Mitigation Measures: Implementation of the General Plan may impact the existing land use plans, policies, and regulations that have been adopted to avoid or mitigate an environmental effect. The General Plan is consistent with the Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Guide (RCPG) and the included Regional Transportation Plan (RTP). SCAG's goals are considered for consistency, resulting in a less than significant impact on land use plan consistency. The PEIR discusses General Plan consistency with SCAG Regional Policies in relation to consistency,

improving the regional standard of living, improving the regional quality of life, providing social, political and cultural equity and more. As shown on Table 5.9-2 of the GP PEIR (GP PEIR page 5.9-9), the OGP is consistent with SCAG's RCPG and RTP The Orange County General Plan identifies certain spaces in the eastern portion of the City's planning area to be open space, where the City of Orange knows these areas as Santiago Hills and East Orange, designated to be Low, Medium Low, and Medium Density Residential space, as well as Recreational Commercial land. Impacts to developing these areas and being consistent with the County General Plan have been assessed in EIRs, where Mitigation Measures were required as part of the East Orange development plan approval. The General Plan Land Use Element contains a number of policies addressing land use and consistency. The Growth Management Element of the OGP contains policies that promote development that integrates with and minimizes impacts to surrounding uses. Implementation of the OGP would be consistent with applicable adopted plans, regulations, and policies; therefore, impacts associated with any potential inconsistencies would be less than significant.

Impacts Associated with the Proposed Project (b)

No New Impacts. The Proposed Project would not conflict with any applicable land use plan, policy, or regulation adopted for the purposes of avoiding or mitigating an environmental effect. The general plan land use designation of the subject site is LDR, which provides for typical single-family residential neighborhoods. The Low Density Residential designation permits a density of two to six dwelling units permit acre. The Proposed Project is 5.6 units per acre. Low Density Residential uses make up the majority of land uses in Orange, and are found throughout the City in both older, established areas, such as Old Towne, and newer development areas, including east Orange."

The Proposed Project would also establish a Planned Unit Development (PUD) with approval of a Conditional Use Permit (CUP) and subdivide the lot for single-family residential development. According to the general plan, "Table LU-3 indicates the corresponding zone district that applies to each General Plan land use designation." The Proposed Project would comply with the R-1-10 and PUD standards, as applicable. Therefore, the Proposed Project is consistent with the existing Low Density Residential (LDR) General Plan Designation and Single-Family Residential (R-1-10) Zoning applicable to the Project Site and would have no impact to due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. No mitigation is required.

Conclusion

Following compliance with the General Plan Final PEIR Mitigation Measures and General Plan policies, the Project would not result in new significant impacts or a substantial increase in the severity of previously identified significant impacts due

to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect beyond those identified in the General Plan Final PEIR. With regards to the issue of Land Use Planning, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures and uniformly applied development policies and standards have been implemented through the Proposed Project.

4.12 Mineral Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XII. MINERAL RESOURCES: Would the project:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?					X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?					X

General Plan PEIR Mitigation Measures

PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required.	-

Discussion

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Narrative Summary: Impacts Analyzed in GP PEIR (a-b):

No Impacts. The City distributed a Notice of Preparation (NOP) and an Initial Study (IS) to identify agency and public concerns regarding potential impacts of the

OGP and to focus the preparation of the EIR on effects determined to be significant. The IS determined that the preparation of an EIR was required for the OGP but found that no impacts would occur to mineral resources. Therefore, mineral resources are not discussed in the GP PEIR. Mineral Resources are also discussed in Section 4.9, Hazards and Hazardous Materials, of this document. Therefore, there are no potential impacts on mineral resources from the implementation of the OGP.

Impacts Associated with the Proposed Project (a-b)

No New Impacts. The Proposed Project would be to establish a Planned Unit Development (PUD) and subdivide the lot into 11 parcels, each improved with a single-family residence ranging from 2,425 sq. ft to 2,724 sq. ft. The Project Site is located on the east side of Rancho Santiago Blvd, approximately 323 feet south of the Bond Avenue centerline. The Project Site is currently vacant, but historical uses have included agricultural and residential developments. The planning area contains an alluvial plain that underlies the central and western portions of the planning area, and a series of low hills found in the eastern and northern portions of the planning area.

The City of Orange holds planning areas located within Mineral Resource Zone 1 (MRZ-1), Mineral Resource Zone 2 (MRZ-2) and Mineral Resource Zone 3 (MRZ-3). MRZ-1 is defined as areas where adequate information indicates that no significant mineral deposits are present, or where it has been determined that little likelihood exists for their presence. MRZ-2 zones are defined as an area with evidence of significant mineral deposits or a high likelihood of them being present, and development should be controlled. MRZ-3 zones are defined as an area containing mineral deposits of which the significance cannot be evaluated from the available data.

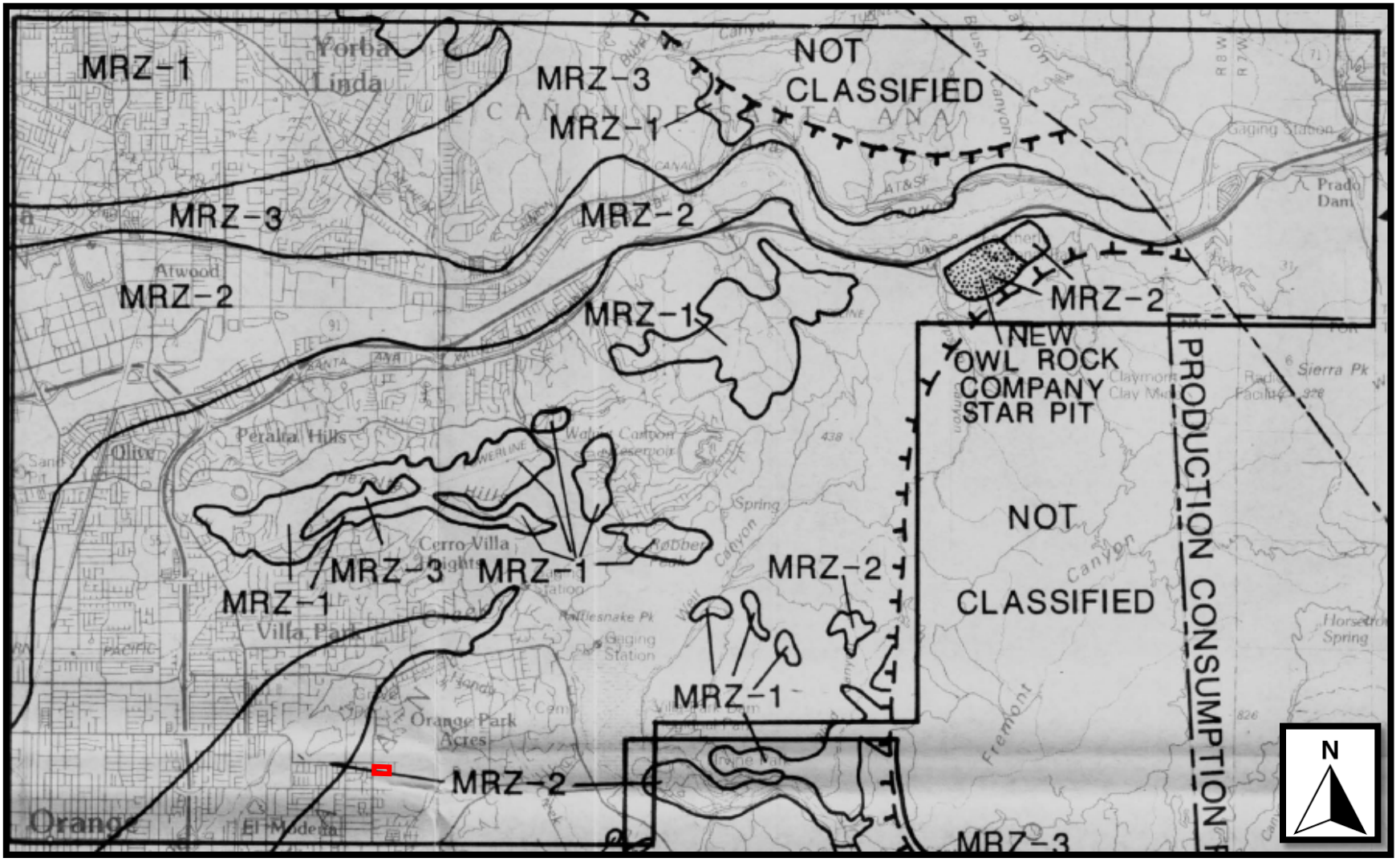
The Project Site is located within an MRZ-3 zone, where mineral deposits of significance cannot be evaluated from the available data (**Figure 8 –** *Mineral Resource Map)*. No mineral resource areas exist in the immediate vicinity. Development pursuant to the Proposed Project would not result in the loss of a known mineral resource. Therefore, no new impacts associated with the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, and no new impacts associated with the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan would occur.

Conclusion

No new impacts associated with mineral resources would occur. The Proposed Project would not result in any impacts beyond those identified in the previous PEIR. The Proposed Project contains no substantial changes to the implementation of the General Plan, there have been no substantial changes in

circumstances, and no new information has become available, not known and could not have been known, at the time of certification, which would require major revisions to the GP PEIR. With regards to the issue of Mineral Resources, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures and uniformly applied development policies and standards have been implemented through the Proposed Project.



Project Location
-Not to Scale

Figure 8: Mineral Resource Zone
Source: California Department of Conservation

4.13 Noise

The following best management practices shall be provided on the Project plans and in contract specifications to minimize construction noise and vibration emanating from the Proposed Project.

1. All equipment whether fixed or mobile, would be equipped with properly operating and maintained mufflers, consistent with manufacturer standards.
2. All stationary construction equipment would be placed so that emitted noise is directed away from the noise sensitive receptors nearest the Project Site.
3. As applicable, all equipment shall be shut off and not left to idle when not in use.
4. To the degree possible, equipment staging would be located in areas that create the greatest distance between construction-related noise and vibration sources and existing sensitive receptors.
5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources would be directed away and shielded from existing residences in the vicinity of the Project Site. Either one-inch plywood or sound blankets can be utilized for this purpose. They should reach up from the ground and block the line of sight between equipment and existing residences. The shielding should be without holes and cracks.
6. No amplified music and/or voice would be allowed on the Project Site.
7. Haul truck deliveries would not occur outside of the hours presented as exempt for construction per OMC Section 8.24.050.
8. The use of vibratory rollers, or other similar vibratory equipment, would be prohibited within 20 feet of residential structures surrounding the Project Site.

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XIII.NOISE: Would the project result in:					
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project Site in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?					X
b) Generation of excessive groundborne vibration or groundborne noise levels?					X
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels**?**					X

General Plan PEIR Mitigation Measures

GP PEIR Mitigation Measure	Applicable/Not Applicable
5.10-1 Comply with all provisions of CEQA. In addition to thresholds that may be established or adopted by the City in the future, use the following thresholds and procedures for CEQA analysis of proposed projects, consistent with policies adopted within the General Plan:	Mitigation Measure is applicable. The Proposed Project would comply with all provisions of CEQA,

GP PEIR Mitigation Measure	Applicable/Not Applicable
• The City shall apply the noise standards specified in Table N-3 and N-4 of the Noise Element to proposed projects analyzed under CEQA. • In addition to the foregoing, an increase in ambient noise levels is assumed to be a significant noise impact if a proposed project causes ambient noise levels to exceed the following: o Where the existing ambient noise level is less than 60 dBA, a project related permanent increase in ambient noise levels of 5 dBA CNEL or greater. o Where the existing ambient noise level is greater than 60 dBA, a project-related permanent increase in ambient noise levels of 3 dBA CNEL or greater. (**Implementation Program III-1**)	including preparing this CEQA Section 15183 analysis and associated technical studies to examine the Proposed Project's impacts in regard to CEQA.
5.10-2 Review development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element are met. Consult Noise Element guidelines and standards for noise compatible land uses to determine the suitability of proposed developments relative to existing and forecasted noise levels. Enforce the California Noise Insulation Standards to ensure an acceptable interior noise level of 45 dBA CNEL in habitable rooms. Amend the Noise Ordinance to implement the noise standards presented in Tables N-3 and N-4 of the Noise Element. Develop noise impact analysis guidelines that describe the City's desired procedure and format for acoustical studies. Acoustical studies will be required for all discretionary projects where any of the following apply: • The project includes a noise sensitive land use that is located within the existing or future 65 dBA CNEL contour for transportation noise sources. • The project will cause future traffic volumes to increase by 25 percent or more on any roadway that fronts residential, institutional, or open space land uses. • The project will expose a noise sensitive land use to a stationary noise source or vibration source exceeding the standards outlined in Table N-4 of the Noise	Mitigation Measure is applicable. A Noise Impact Analysis by Ganddini Group, dated March 27, 2023, was prepared for the Proposed Project.

GP PEIR Mitigation Measure	Applicable/Not Applicable
Element. Such stationary sources may include mechanical equipment operations, entertainment venues, industrial facilities, and property maintenance. • The project includes a noise sensitive land use in the vicinity of existing or proposed commercial and industrial areas. • The project is a mixed use development that includes a residential component. The focus of this type of acoustical study is to determine likely interior and exterior noise levels and to recommend appropriate design features to reduce noise. An acoustical analysis prepared in accordance with the Noise Element shall: • be the financial responsibility of the applicant seeking City approval of a project; • be prepared by a qualified person experienced in the fields of environmental noise assessment and architectural acoustics; • include representative noise level measurements with sufficient sampling periods and locations to adequately describe local conditions and predominant noise sources; • estimate existing and projected cumulative (20 years) noise in terms of CNEL or Leq, and compare those noise levels to the adopted standards and policies of the Noise Element; • recommend appropriate mitigation to achieve compliance with the adopted policies and standards of the Noise Element. Where the noise source in question consists of intermittent single events, the report must address the effects of maximum noise levels in sleeping rooms in terms of possible sleep disturbance; • estimate noise exposure after the prescribed Mitigation Measures have been implemented; and • describe a post-project assessment program that could be used to evaluate the effectiveness of the proposed Mitigation Measures. (**Implementation Program I-34**)	

GP PEIR Mitigation Measure	Applicable/Not Applicable
5.10-3 The City shall require construction contractors to implement the following measures during construction activities through contract provisions and/or conditions of approval as appropriate: • Construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (i.e., mufflers, silencers, wraps, etc). • Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power equipment. • Construction operations and related activities associated with the proposed project shall comply with the operational hours outlined in the City of Orange Municipal Code Noise Ordinance, or mitigate noise at sensitive land uses to below Orange Municipal Code standards. • Construction equipment should not be idled for extended periods of time in the vicinity of noise sensitive receptors. • Locate fixed and/or stationary equipment as far as possible from noise sensitive receptors (e.g., generators, compressors, rock crushers, cement mixers). Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on powered construction equipment. • Where feasible, temporary barriers shall be placed as close to the noise source or as close to the receptor as possible and break the line of sight between the source and receptor where modeled levels exceed applicable standards. Acoustical barriers shall be constructed material having a minimum surface weight of 2 pounds per square foot or greater, and a demonstrated Sound Transmission Class (STC) rating of 25 or greater as defined by American Society for Testing and Materials (ASTM) Test Method E90. Placement, orientation, size, and density of acoustical barriers shall be specified by a qualified acoustical consultant.	Mitigation Measures are applicable. The Proposed Project shall implement any conditions of approval that are assigned to the Proposed Project. The Proposed Project would comply with the latest Orange Municipal Code Nosie Ordinance.
5.10-4 Implement the following strategies to reduce vehicular traffic noise throughout the City: • Review and designate local truck routes to reduce	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
truck traffic in noise sensitive land uses areas. • Consider the use of traffic calming devices, to reduce traffic speed in residential zones. • Consider the use of alternative paving materials, such as open graded asphalt, to reduce traffic noise where determined feasible and cost efficient.	
5.10-5 Establish train-horn "quiet zones" consistent with the federal Train Horn Rule along the Burlington Northern Santa Fe rail line. Coordinate with rail agencies and operators, OCTA, SCRRA, and the Federal Railroad Administration (FRA) in the planning of noise abatement along rail corridors. (**Implementation Program I-28**)	Mitigation Measure is not applicable.
5.10-6 Update the Noise Ordinance to incorporate the new point-source noise standards presented in Table N-4 in the Noise Element. Revise the City's Noise Ordinance to achieve the following: • Limit the hours of deliveries to commercial, mixed use, and industrial uses adjacent to residential and other noise sensitive land uses. • Limit the hours of operation for commercial/retail/entertainment uses to limit noise intrusion into nearby residential and other noise sensitive land uses. • Limit noise levels generated by commercial and industrial uses. • Limit outdoor industrial activities or operations to control excessive noise at adjacent residential properties. • Limit the hours of operation of high noise-generating industrial equipment. • Limit the hours of operation for refuse vehicles and parking lot sweepers if their activity results in an excessive noise level that adversely affects adjacent residential uses. • Require the placement of loading and unloading areas so that commercial buildings shield nearby residential land uses from noise generated by loading dock and delivery activities. If necessary, additional sound barriers shall be constructed on the commercial sites to protect nearby noise sensitive uses.	Mitigation Measure is not applicable. However, the Proposed Project would follow the City's latest Noise Ordinance.

GP PEIR Mitigation Measure	Applicable/Not Applicable
• Require the placement of all commercial HVAC machinery to be placed within mechanical equipment rooms wherever possible. (Equipment manufacturer's specifications for venting and access to outside air shall be maintained.) • Require the provision of localized noise barriers or rooftop parapets around HVAC, cooling towers, and mechanical equipment so that line-of-sight to the noise source from the property line of the noise sensitive receptors is blocked. (Equipment manufacturer's specifications for venting and access to outside air shall be maintained).	
5.10-7 Continue to enforce the City's Noise Ordinance limits for industrial uses to limit the effect of noise on adjacent land uses. Update the Noise Ordinance to incorporate the new noise standards presented in Tables N-3 and N-4 in the Noise Element and to ensure effectiveness in controlling noise sources.	Mitigation Measure is not applicable.
5-10-8 When the City exercises discretionary review, provides financial assistance, or otherwise facilitates residential development within a mixed use area, make providing written warnings to potential residents about noise intrusion a condition of that approval, assistance, or facilitation. The following language is provided as an example: "All potential buyers and/or renters of residential property within mixed use districts in the City of Orange are hereby notified that they may be subject to audible noise levels generated by business and entertainment related operations common to such areas, including amplified sound, music, delivery and passenger vehicles, mechanical noise, pedestrians, and other urban noise sources."	Mitigation Measure is not applicable.
5.10-9 Continue to work with the Orange County ALUC to increase safety and reduce noise associated with aircraft overflights and helicopter operations within the City by achieving the following objectives: • Work with the FAA and local airports (John Wayne Airport, Long Beach Airport, Los Alamitos Army Air Base) to determine appropriate aircraft altitude standards for aircraft flying over the City, taking into account public health and safety.	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
• Continue to regulate the siting and operation of heliport/helistops through the Conditional Use Permit process in conjunction with the Orange County ALUC and Caltrans Division of Aeronautics. • Work with the heliport/helistop operators (police, fire, hospital, and private) to implement flight profiles, tracks, and operating parameters for noise control. (**Implementation Program V-18**)	
5.10-10 Implement the following measures to reduce the potential for human annoyance and achitectural/structural damage resulting from elevated groundborne noise and vibration levels. • Construction-Induced Vibration. The City shall implement or require implementation of the following measures through contract provisions and/or conditions of approval as appropriate: o Pile driving required within a 50-foot radius of historic structures shall utilize alternative installation methods where possible (e.g., pile cushioning, jetting, pre-drilling, cast-in-place systems, resonance-free vibratory pile drivers). Specifically, geo pier style cast-in-place systems or equivalent shall be used where feasible as an alternative to pile driving to reduce the number and amplitude of impacts required for seating the pile. o The preexisting condition of all buildings within a 50-foot radius and of historic buildings within the immediate vicinity of proposed construction activities shall be recorded in the form of a preconstruction survey. The preconstruction survey shall determine conditions that exist before construction begins for use in evaluating damage caused by construction activities. Fixtures and finishes within a 50-foot radius of construction activities susceptible to damage shall be documented (photographically and in writing) prior to construction. All damage will be repaired back to its preexisting condition. o Vibration monitoring shall be conducted prior to and during pile driving operations occurring	Mitigation Measure is applicable. The Proposed Project shall implement all applicable measures listed. However, there are no historic buildings or railroads immediately adjacent to the Project Site.

GP PEIR Mitigation Measure	Applicable/Not Applicable
within 100 feet of the historic structures. Every attempt shall be made to limit construction-generated vibration levels in accordance with Caltrans recommendations during pile driving and impact activities in the vicinity of the historic structures. o Provide protective coverings or temporary shoring of on-site or adjacent historic features as necessary, in consultation with the Community Development Director or designee. • Railroad-Induced Vibration: o Vibration sensitive uses shall be located a minimum of 100 feet from the railroad centerline, where feasible. To ensure compliance with FTA and Caltrans recommended guidelines, a site-specific groundborne noise and vibration assessment should be conducted. For sensitive uses located within 100 feet of the railroad centerline, the acoustical noise and vibration assessment shall demonstrate that potential impacts will be below the level of significance. If specific project-level impacts are identified, Mitigation Measures reducing the impacts to below the level of significance will be required. o A groundborne vibration assessment shall be conducted at proposed building pad locations within 200 feet of railroad rights-of-way, prior to project approval. Vibration monitoring and assessment shall be conducted by a qualified acoustical consultant. The assessment will demonstrate that rail-associated groundborne vibration and noise levels comply with recommended FTA and Caltrans guidance of 80 VdB and 0.2 in/sec PPV, respectively, or propose project-specific Mitigation Measures such as site design, building isolation, etc. to achieve that standard.	

Discussion

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant Impact with Mitigation. Construction Noise: According to the GP PEIR, implementation of the OGP would result in additional development within the City, which would generate noise during construction activity. Construction activity would have the potential to impact noise sensitive uses. Although construction activities would result in a substantial noise increase, this impact would be short term and would cease upon completion of construction (GP PEIR, page 5.10-40). The City's Municipal Code exempts construction-generated noise that occurs between the areas of 7 a.m. to 8 p.m. Monday through Saturday, from applicable noise standards, provided that all construction equipment is fitted with factory-installed muffling devices and are maintained in good working order. This regulatory exemption reflects the City's acknowledgement that construction noise is a necessary part of development and does not create an unacceptable public nuisance when conducted within the least noise sensitive hours of the day. However, if construction activities were to occur during the more noise sensitive hours (e.g., evening, nighttime, and early morning) or if construction equipment is not properly equipped with noise control devices, project-generated noise levels from construction sources could exceed the applicable standards and result in substantial temporary increase in the ambient noise environment at nearby noise sensitive receptors. As a result, this impact is considered potentially significant. With adherence to and implementation of the OGP policies and regulations, the OMC, and implementation of Mitigation Measures 5.10-1, 5.10-2, 5.10-3, 5.10-6, and 5.10-10, program-level impacts from construction noise would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Traffic Noise: Implementation of the OGP would increase ambient noise levels for existing land uses along roadways. Traffic noise levels associated with the OGP were calculated for roadway segments in the City using FHWA's Highway Noise Prediction Model (FHWA-RD-77-108). Traffic noise levels were modeled under existing and future 2030conditions, with and without implementation of the OGP. The GP PEIR includes a table (Table 5.10-9) that summarizes modeled CNEL noise levels at 100 feet from the roadway centerline for affected roadway segments under future 2030 conditions, with and without implementation of the OGP. The GP PEIR found that implementation of the OGP under future conditions would

result in a change of traffic noise level ranging from -2.9 dB to +5.0 dB CNEL. As a result, long-term noise levels from traffic generated in association with OGP implementation would result in a substantial permanent increase in ambient noise levels exceeding the significance thresholds. However, of over 220 roadway segments analyzed, only two segments exceed the significance thresholds: Meats Avenue between Tustin Street and SR-55 Southbound and Rampart Street between Chapman and Orangewood Avenues. With adherence to and implementation of the OGP policies and regulations, and implementation of Mitigation Measures 5.10-1, 5.10-2, and 5.10-4, program-level traffic noise impacts would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Railroad Noise: According to the GP PEIR, for future rail activities to result in a significance level increase of 3 dB or greater, the OGP would need to directly result in a doubling of rail activities, or otherwise cause exposure of adjacent sensitive land uses to noise levels exceeding OGP standards. Implementation of the OGP does not incorporate specific development projects and is not anticipated to directly result in a significant increase in rail activity within the City. The OGP does not plan for rail services. Rail service planning is conducted by the Southern California Regional Rail Authority, OCTA, Amtrak, and BNSF. The proposed land use designation modifications associated with the OGP would allow changing existing uses that are not noise sensitive to land uses considered to be noise sensitive. In addition, there are existing sensitive land uses, such as residential uses, already located adjacent to the rail line. Therefore, implementation of the OGP has the potential to expose existing and future noise sensitive receivers to noise levels exceeding the City's General Plan noise standards. As a result, this impact is considered potentially significant. However, the City supports the establishment of a "quiet zone" along portions of the BNSF corridor. "Quiet zones" would reduce noise impacts at these crossings and would be supported so long as they do not increase traffic and pedestrian hazards. With adherence to and implementation of the OGP policies and regulations, and implementation of Mitigation Measures 5.10-1, 5.10-2, 5.10-5, 5.10-8, and 5.10-10, program level railroad noise impacts would be less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (a)

No New Impacts. A Noise Impact Analysis was completed for the Proposed Project (**Appendix H** – *Noise Impact Analysis Rancho Ridge Infill Project*, Ganddini Group, March 27, 2023). The Proposed Project consists of the construction of 11

single-family residential dwelling units and the associated driveways, open space, and parking spaces. Construction activities are expected to consist of demolition, grading, building construction, paving, and architectural coating. The Proposed Project would comply with the City's Noise Ordinance, GP PEIR, and OGP as well as any applicable federal, state, and local laws and regulations.

The Project Site is surrounded by single-family residential uses to the east, Orange Hill Presbyterian Church and Santiago Greenhouse to the north, North Rancho Santiago Boulevard to the west, and single-family residential plant nursery, and tree maintenance company land uses to the south. The nearest noise-sensitive receptors to the Project Site are existing single-family residential uses located adjacent to the east and south and approximately 60 feet to the west (across North Rancho Santiago Boulevard) of the Project Site. In addition, Orange Hill Presbyterian Church is located adjacent to the north and Enderby Field/Santiago Charter Middle School is located approximately 215 feet south of the Project Site. Accordingly, the Noise Analysis conducted five ambient noise measurements, as shown on **Figure 9** – *Noise Measurement Locations*. Short-term ambient noise levels ranged between 46.4 and 63.2 dBA Leq.

Construction Noise Impacts:

Construction noise is regulated within Section 8.24.050 of OMC. Accordingly, the Project would result in a significant impact if project construction occurs outside the hours of 7:00 a.m. to 8:00 p.m. on any day except for Sunday or a federal holiday or the hours of 9:00 a.m. and 8:00 p.m. on Sunday or a federal holiday and exceeds the standards from 55 dBA Leq from 7:00 a.m. to 10:00 p.m. and 50 dBA Leq from 10:00 p.m. to 7:00 a.m. and 70 dBA Lmax from 7:00 a.m. to 10:00 p.m. and 65 dBA Lmax from 10:00 p.m. to 7:00 a.m. at any residential property.

Project construction noise levels at nearby sensitive receptors were calculated using the FTA methodology. Anticipated noise levels during each construction phase are presented below in **Table 9**. As shown in Table 9, modeled construction noise levels reach up to 93.1 dBA Leq at the nearest church property line to the north, 70 dBA Leq at the nearest residential property line to the east, 78.8 dBA Leq at the nearest residential property line to the south, 70.9 dBA Leq at the nearest recreational use property line to the south, and 75.1 dBA Leq at the nearest residential property line to the west of the Project Site.

Table 9 – Construction Noise Levels (dBA Leq)

Receptor Location	Noise Measurement Location	Existing Ambient Noise Levels (dBA Leq)[2]	Construction Noise Levels (dBA Leq)
Phase: Demolition			
Church to North (Orange Hill Presbyterian Church	NM2	52.1	93.1

Residential to East (636 N Ranchroad Dr)	NM3	50.0	65.2
Residential to South (636 N Ranchroad Dr)	NM4	46.4	78.8
Sports fields to South (Enderby Field)	NM5	63.2	69.4
Residential to West (648 N Rancho Santiago Blvd)	NM1	62.2	75.1
Phase: Grading			
Church to North (Orange Hill Presbyterian Church	NM2	52.1	83.1
Residential to East (636 N Ranchroad Dr)	NM3	50.0	70.0
Residential to South (636 N Ranchroad Dr)	NM4	46.4	77.8
Sports fields to South (Enderby Field)	NM5	63.2	70.9
Residential to West (648 N Rancho Santiago Blvd)	NM1	62.2	68.3
Phase: Building Construction			
Church to North (Orange Hill Presbyterian Church	NM2	52.1	80.5
Residential to East (636 N Ranchroad Dr)	NM3	50.0	67.4
Residential to South (636 N Ranchroad Dr)	NM4	46.4	75.2
Sports fields to South (Enderby Field)	NM5	63.2	68.3
Residential to West (648 N Rancho Santiago Blvd)	NM1	62.2	65.7
Phase: Paving			
Church to North (Orange Hill Presbyterian Church	NM2	52.1	80.3
Residential to East (636 N Ranchroad Dr)	NM3	50.0	67.1
Residential to South (636 N Ranchroad Dr)	NM4	46.4	75.0
Sports fields to South (Enderby Field)	NM5	63.2	68.0
Residential to West (648 N Rancho Santiago Blvd)	NM1	62.2	65.5
Phase: Architectural Coating			
Church to North (Orange Hill Presbyterian Church	NM2	52.1	71.2
Residential to East (636 N Ranchroad Dr)	NM3	50.0	58.1
Residential to South (636 N Ranchroad Dr)	NM4	46.4	65.9

Sports fields to South (Enderby Field)	NM5	63.2	59.0
Residential to West (648 N Rancho Santiago Blvd)	NM1	62.2	56.5

Notes:

1. Construction noise worksheets are provided in Appendix D of the Noise Impact Analysis by Ganddini Group.
2. Per measured existing ambient noise levels, NM2 was chosen to present noise levels at the property line of the church use to the north. NM3 was chosen to represent noise levels at the property lines of the single-family residential uses to the east, NM4 was chosen to represent noise levels at the property line of the single-family residential use to the south, NM5 was chosen to represent noise levels at the property line of the sports field use to the south, and NM1 was chosen to represent noise levels at the property lines of the single-family residential uses to the west of the Project Site.

Proposed Project construction would not occur outside of the hours identified as exempt from noise ordinance standards in Section 8.24.050(A) of the City of Orange Municipal Code. Therefore, the Proposed Project would not exceed City-established standards relating to construction noise. The Proposed Project impact is less than significant; no mitigation is required.

Mobile Source Noise:

The OGP Noise Element states that, in addition to the maximum allowable noise level standards, an increase in ambient noise levels is assumed to be a significant noise impact if a project causes ambient noise levels to exceed the following:

- Where the existing ambient noise level is less than 65 dBA, a project related permanent increase in ambient noise levels of 5 dBA CNEL or greater.
- Where the existing ambient noise level is greater than 65 dBA, a project related permanent increase in ambient noise levels of 3 dBA CNEL or greater.

Project Operational Mobile Source Noise: Roadway noise levels were calculated along Rancho Santiago Boulevard utilizing project generated vehicle traffic information obtained from **Appendix C** – *Rancho Ridge Infill Project Transportation Study Screening Assessment (TA) Ganddini Group, Inc. (February 12, 2026)* based on the FHWA Traffic Noise Prediction Model methodology. During operation, the Proposed Project is expected to generate approximately 100 average daily trips with 9 trips during the AM peak-hour and 10 trips during the PM peak-hour.

Table 10 shows the change in existing roadway noise levels with the addition of Project-generated operational trips. As shown in Table 10, the modeled existing traffic noise along Rancho Santiago Boulevard is 63 dBA CNEL and the modeled existing plus project traffic noise level along Rancho Santiago Boulevard is 63 dBA CNEL at the right-of-way. The addition of project trips is not expected to change noise levels in excess of the applicable threshold at any of the study roadway segments. Therefore, the Proposed Project impact is less than significant and no

mitigation is required.

Table 10 – Increase in Existing Noise Levels Along Roadways as a Result of Project (dBA CNEL)

Roadway	Segment	Distance from roadway centerline to right-of-way (feet)[2]	Modeled Noise Levels (dBA (CNEL)[1]				
			Existing Without Project at ROW	Existing Plus Project at ROW	Change in Noise Level	Exceeds Standards[3]	Increase of 3 dB or More?
Rancho Santiago Blvd	In the vicinity of the Project Site	33	63.17	63.30	0.13	No	No

Source: Rancho Ridge Infill Project Noise Impact Analysis, Ganddini Group, Inc., March 27, 2023

Notes:

1. Exterior noise levels calculated 5 feet above pad elevation, perpendicular to subject roadway.
2. Right of way per City of Orange Circulation and Mobility Element.
3. Per the City of Orange maximum noise exposure from transportation sources for single-family residential, 65 dBA CNEL.

Construction Mobile Source Noise: Construction truck trips would occur throughout the construction period. Given the Project Site's proximity to State Route 55, it is anticipated that vendor and/or haul truck traffic would take the most direct route to the appropriate freeway ramps. Rancho Santiago Boulevard currently handles approximately 2,800 to 7,400 average daily vehicle trips in the vicinity of the Project Site.[6] According to the *Rancho Ridge Infill Project Air Quality, Global Climate Change, and Energy Impact Analysis* (Ganddini Group, Inc., 2023), the greatest number of construction-related vehicle trips per day would be during grading at up to 17 vehicle trips per day (10 for worker trips and 7 for hauling trips). Therefore, vehicle traffic generated during Proposed Project construction is nominal relative to existing roadway volumes and would not result in the doubling of traffic volume necessary to increase noise levels by 3 dBA. The Proposed Project impact is less than significant; no mitigation is required.

Therefore, a change in noise level would be less than significant with included recommended BMPs, OGP programs and policies, and GP PEIR Mitigation Measures, and no new impacts would occur.

[6] The existing average daily traffic volume was obtained from the General Plan Update Traffic Analysis for the City of Orange (PB Americas, Inc., Revised June 2009).

b) Would the project result in the generation of excessive groundborne vibration or groundborne noise levels?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Less Than Significant Impact with Mitigation. The GP PEIR concluded that implementation of the OGP would result in the generation of excessive groundborne vibration or groundborne noise levels. Short-term intermittent groundborne noise and vibration may be generated by construction activities. Groundborne vibration levels associated with light-rail transit, freight, and roadway traffic rarely exceed criteria established for evaluation of building damage or human annoyance (Caltrans 2004) (GP PEIR, page 5.10-62).

Railroad-Induced Vibration: Railroad operations may generate excessive groundborne vibration levels, depending on trail speed, load, condition of track and wheels, amount of ballast used to support the track, and soil conditions. FTA's generalized ground-surface vibration curves and parametric modeling of locomotive-powered trains indicate that a reference groundborne vibration level of 85 VdB at a distance of 50 feet is the upper range for commuter rail lines (GP PEIR, page 5.10-63). A groundborne vibration level of 85 VdB RMS is approximately equivalent to 0.07 in/sec PPV at a distance of 50 feet, assuming a crest factor of 4. Thus, typical rail operations would not exceed the established criteria for structural damage of normal residential structures; however, it should be noted that this level approaches the recommended upper limit for the protection of old or historically significant structures. The 80 VdB equal level contour, which corresponds to the FTA recommendation for maximum acceptable human exposure, would be approximately 50 to 100 feet from the railroad track centerline. Therefore, any vibration sensitive land use located less than 50 to 100 feet from an active railroad line has the potential to be exposed to groundborne noise and vibration levels that exceed the FTA criteria of 80 VdB (GP PEIR, page 5.10-63). Buildout of the OGP would allow uses, such as mixed use development, within or partially within 100 feet of the railroad centerline. As a result, this impact is considered potentially significant. However, adherence to regulations and implementation of Mitigation Measure 5.10-10 would reduce program-level noise and vibration impacts to less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Construction-Induced Vibration: Construction activities have the potential to resulting varying degrees of temporary ground vibration, depending on the specific construction equipment used and operations involved. The GP PEIR concluded that sensitive receptors located in proximity to construction operations could be exposed to groundborne vibration levels exceeding the recommended FTA and Caltrans guidelines of VdB and 0.2 in/sec PPV, respectively. As a result,

this impact is considered potentially significant (GP PEIR, page 5.10-64). However, adherence to regulations and implementation of Mitigation Measure 5.10-10 would reduce program-level noise and vibration impacts to less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Vehicular Traffic-Induced Vibration: The GP PEIR concluded that groundborne vibration levels from automobile traffic are generally overshadowed by vibration generated by heavy trucks that roll over the same uneven roadway surfaces. Implementation of the OGP does not propose the construction or realignment of any roadway projects. Additionally, it is not anticipated that the land use changes associated with the OGP would result in the exposure of persons within the City's planning area to groundborne vibration levels exceeding FTA and Caltrans guidelines. As a result, this impact is considered less than significant.

Light Industrial and Commercial Operations: The GP PEIR concluded that the loading and unloading operations benefit from the resiliency of the flexible suspension systems and pneumatic tires, which substantially limit the effect and transfer of energy to the ground. Heavy truck traffic passing over uneven roadway surfaces can impart energy into the ground and induce groundborne vibration; however, heavy trucks used for delivery and distribution of materials to and from industrial and commercial sites generally operate at very low speeds while on the industrial or commercial site. Therefore, the groundborne vibration induced by heavy truck traffic at industrial or commercial land uses is not anticipated to be perceptible at distances greater than 25 feet (typical distance from roadway centerline to edge of roadway right-of-way for a single-lane road). Based on the operational characteristics of mechanical equipment and distribution methods used for general light industrial and commercial land uses, it is not anticipated that light industrial and commercial operations would result in groundborne vibration levels that approach or exceed the FTA and Caltrans guidelines of 80 VdB and 0.2 in/sec PPV. As a result, this impact is considered less than significant.

Impacts Associated with the Proposed Project:

No New Impacts. Project-specific impacts are less than significant. The City has not established thresholds of significance concerning groundborne vibration. In the absence of City-established thresholds, groundborne vibration impacts are based on guidance from the *Transportation and Construction Vibration Guidance Manual* (California Department of Transportation, 2020). Accordingly, the Project would result in a significant impact if:

- Groundborne vibration levels generated by the Proposed Project have the potential to cause architectural damage at nearby buildings by exceeding the following PPV:

  - 0.08 in/sec at extremely fragile historic buildings, ruins, ancient monuments
  - 0.10 in/sec at fragile buildings
  - 0.25 in/sec at historic and some old buildings
  - 0.30 in/sec at older residential structures
  - 0.50 in/sec at new residential structures and modern industrial/commercial buildings.
- Groundborne vibration levels generated by the Proposed Project have the potential to cause severe annoyance to people living or working in nearby buildings by exceeding a PPV of 0.4 in/sec.

Table 11 shows the modeled construction vibration levels at the nearest receptors. Based on the groundborne vibration modeling, use of a vibratory roller is expected to generate a PPV of 0.452 in/sec and use of a bulldozer is expected to generate a PPV of 0.191 in/sec at the closest off-site building, a residential use located approximately 15 feet south of the Project Site. Other equipment anticipated to be used during project construction generate lower PPV. Therefore, as shown in Table 11, the use of vibratory rollers could generate groundborne vibration that would exceed the architectural damage threshold of a PPV of 0.3 in/sec at the residential uses to the south and east. In addition, the threshold of severe annoyance to persons living or working in nearby buildings of a PPV of 0.4 in/sec would be exceeded at the residential use to the south. However, as shown in Table 10, groundborne vibration levels associated with the use of vibratory construction equipment would not exceed the levels necessary to cause architectural damage or severe annoyance to persons living or working in nearby buildings with implementation of the Groundborne Vibration BMP included at the beginning of this section and in the Noise Impact Analysis. In addition, Proposed Project construction would occur within the exempt construction hours as identified in Section 8.24.050 of the OMC. The Proposed Project impact is less than significant; no mitigation is required.

Table 11 – Construction Vibration Levels at the Nearest Receptors

Receptor Location	Distance from Property Line to Nearest Structure (feet)	Equipment	Vibration Level[1]	Threshold Exceeded?[2]	Vibration Level with BMPs[1,3]	Threshold Exceeded with BMPs?[2]
Commercial to North (Santiago Greenhouses, 5050 E Bond Ave)	25	Vibratory Roller	0.210	No	-	-
	25	Large Bulldozer	0.089	No	-	-

Church to North (Orange Hill presbyterian Church, 681 N Rancho Santiago Blvd)	72	Vibratory Roller	0.043	No	-	-
	72	Large Bulldozer	0.018	No	-	-
Residential to West (634 N Rancho Santiago Blvd)	90	Vibratory Roller	0.031	No	-	-
	90	Large Bulldozer	0.013	No	-	-
Residential to South (623 N Rancho Santiago Blvd)	15	Vibratory Roller	0.452	Yes	0.293	No
	15	Large Bulldozer	0.191	No	-	-
Commercial to South (Natural Ambience Exterior Growers, 623 N Rancho Santiago Blvd)	80	Vibratory Roller	0.037	No	-	-
	80	Large Bulldozer	0.016	No	-	-
Residential to East (636 N Ranchoroad Drive)	18	Vibratory Roller	0.344	Yes	0.293	No
	18	Large Bulldozer	0.146	No	-	-

Source: Rancho Ridge Infill Project Noise Impact Analysis, Ganddini Group, Inc., March 27, 2023

Notes:

1. Vibration levels are provided in PPV in/sec.
2. Caltrans identifies the threshold at which there is a risk to "architectural" damage older residential structures as 0.3 in/sec PPV and 0.5 in/sec PPV at modern industrial/commercial buildings.
3. Best Management Practices (BMPs) for architectural damage include prohibiting the use of vibratory rollers, or other similar vibratory equipment within 20 feet of residential structures to the south and east.

The most substantial sources of groundborne vibration during post-construction project operations would include the movement of passenger vehicles and trucks on paved and generally smooth surfaces. Loaded trucks generally have a PPV of 0.076 at a distance of 25 feet (Caltrans 2020), which is a substantially lower PPV than that of a vibratory roller (0.210 in/sec PPV at 25 feet). Therefore, groundborne vibration levels generated by the Proposed Project's operation would not exceed those modeled for the Proposed Project's construction.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Narrative Summary: Impacts Analyzed in the GP PEIR:

Less than Significant Impact. The GP PEIR identifies areas of aircraft noise that may affect the City's planning area: beneath the landing pattern for aircraft approaching John Wayne Airport in Santa Ana, military aircraft traffic along the Katella Avenue corridor, and helicopter activity from private, police, emergency medical, news, and traffic monitoring. Alterations of land use designation within the vicinity of these overflight areas may result in greater exposure to aircraft noise. The entirety of the City's planning area is located more than 5 miles outside the established noise contours for the nearest airport (55 dB CNEL for John Wayne Airport). Therefore, proposed modifications to land use designations within the City of Orange would not result in the exposure of new or existing noise sensitive land uses to elevated aircraft noise levels. As a result, aircraft generated noise levels are a less than significant impact. This does not preclude aircraft noise from being a notable contributor to the ambient noise environment or a source for potential disturbance that can be addressed from a General Plan policy standpoint. Policies in the OGP include actions aimed at reducing noise from aircraft in the planning area.

Impacts Associated with the Proposed Project:

No New Impacts. The closest airport to the Project Site is the John Wayne Airport, with airport runways located as close as approximately 8.75 miles southwest of the Project Site. As shown on the John Wayne Airport Orange County 2021 Annual Community Noise Equivalent Level (CNEL) Contours map, the Project Site is well outside the 60 dBA CNEL noise contour for the airport. Therefore, the Proposed Project would not expose people residing or working in the area to excessive noise levels. This impact would be less than significant. No mitigation is required.

Conclusion

Impacts associated with noise would be reduced to a less than significant level with the implementation of GP PEIR Mitigation Measures 5.10-1 through 5.10-10. The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. The Proposed Project contains no substantial changes to the implementation of the GP PEIR, there have been no substantial changes in circumstances, and no new information has become available, not known and could not have been known, at the time of certification, which would require major revisions to the PEIR. With regards to the issue area of Noise, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.

4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures have been implemented through the Project's BMPs.

Figure 9: Noise Monitoring Location
Source: GANDDINI GROUP, INC.

4.14 Population and Housing

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XIV. POPULATION AND HOUSING: Would the project:					
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?					X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required.	-

Discussion

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Narrative Summary: Impacts Analyzed in the GP PEIR (a):

Less Than Significant: The GP PEIR analyzed the environmental impacts resulting from anticipated growth of residential and non-residential uses anticipated by 2030 using SCAG projections. According to the projections, the population in Orange would increase to 153,522 in 2030. The OGP's population capacity is 27 percent higher than SCAG's 2030 estimate, which is an approximate 12 percent increase over 2004. The OGP population capacity is determined based on expected levels of housing density rather than the maximum density allowed under the land use designation. Under the OGP, housing units are projected to increase by more than 23,000 units, or approximately 54 percent from 2004 to 2030. Development pursuant to the OGP land use policy would result in an increase of approximately 23,478 dwelling units, 35.7 million square feet of nonresidential building floor area over existing conditions, and a net population increase of approximately 57,844 persons. Majority of new housing opportunities would occur through infill development and adaptive reuse, primarily in the land use focus areas established within the OGP Land Use Element. The development capacity allowed by the OGP could result in a substantial increase in population and housing units over 2004 levels; however, the OGP incorporates policies and plans to ensure orderly growth of the City over time within the following elements: Growth Management Element, Housing Element, Land Use Element, and Infrastructure Element.

Although the OGP could result in a substantial increase in population and housing units over 2004 levels, the General Plan anticipates and plans for this growth through numerous policies aimed at reducing the impacts associated with population and housing unit growth in the planning area. Additionally, the OGP policies require infrastructure and public facility improvements to be made incrementally to support anticipated growth, Therefore, impacts from population growth are considered less than significant with no mitigation required.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project involves a Tentative Tract Map Permit to permit the subdivision of the Project Site into 11 individual parcels, each developed with a single-family dwelling ranging from 2,425 sq. ft. to 2,724 sq. ft. The GP PEIR anticipated a population of 153,522 and total housing units to be 66,850 by 2030, using SCAG 2004 Growth Forecast. According to the U.S. Census

Bureau, the City's current (July 2023) population is 138,337[7] and the average persons per household from 2018 through 2022 was 2.98. According to this data, the Proposed Project would increase the population by approximately 33 persons with the addition of 11 single-family dwellings. This increase is well within the overall population increase of 15,771 persons anticipated the OGP using SCAG projections (2004).

The Proposed Project involves the addition of an interior road through the Project Site to provide vehicular and emergency access. An extension of roads or other infrastructure into undeveloped areas is not required under the Proposed Project and is not considered growth-inducing in this regard. Overall, the Proposed Project would not induce substantial unplanned population growth in an area, either directly or indirectly; therefore, no new impacts associated with unplanned population growth would occur, and no mitigation is required.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

No Impacts: The OGP includes new development to occur where current development has not reached the potential allowed by the existing General Plan designations and for most new housing opportunities in the City to occur through infill development, adaptive reuse, and new mixed-use development through redesignations within the eight land use focus areas established within the Land Use Element of the OGP. The eastern portion of the planning area would also undergo new development on undeveloped land that has already been entitled. The construction of the future Meats Avenue interchange at SR-55 could result in the demolition of some housing units, however, this project would not result in the substantial numbers of housing or people necessitating the construction of replacement housing elsewhere. The proposed land use changes as a result of the OGP accommodate the development of housing that did not accommodate housing development under the existing General Plan. Additionally, the OGP policies and plans facilitate and promote a variety of rental and ownership housing types in the planning area aimed at all income levels. Thus, the GP PEIR concludes that implementation of the General Plan would not displace substantial numbers of existing housing or people and would not result in a significant impact. No mitigation is required.

Impacts Associated with the Proposed Project (b)

No New Impacts. The Proposed Project involves a Tentative Tract Map Permit to permit the subdivision of the Project Site into 11 individual parcels, each developed with a single-family dwelling ranging from 2,425 sq. ft. to 2,724 sq. ft.. No residential units are located on the Project Site that would be displaced by

[7] U.S. Census Bureau QuickFacts: Orange city, California

the construction of the proposed structures. Conversely, the Proposed Project would result in the development of 11 new residential units. Therefore, no impact would occur regarding the displacement of existing people or housing, and no mitigation is required.

Conclusion

Potential impacts identified for the Proposed Project would not be greater than what were identified in the GP PEIR; therefore, the Proposed Project would not create a new significant impact or a substantial increase in the severity of previously identified impacts. Additionally, no new information of substantial importance that was not known and could not have been known at the time the GP PEIR was certified is available that would change the prior finding of no impact. With regards to the issue of Population and Housing the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. No GP PEIR Mitigation Measures were proposed and uniformly applied development policies and standards have been implemented through the Proposed Project.

4.15 Public Services

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XV. PUBLIC SERVICES:					
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?					X
Police protection?					X
Schools?					X
Recreation/Parks?					X
Other public facilities?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.12-1 Maintain, equip, and update the Emergency Operations Center on an ongoing basis to improve public safety and response by agencies, and coordinate and incorporate changes with the Multi-Hazard Functional Plan. (**Implementation Program II-5**)	Mitigation Measure is not applicable.
5.12-2 Comply with all City procedures in the review of proposed development projects, and use the site plan review process to ensure that applicable General Plan policies and City standards and regulations are applied to proposals for specific development projects. (**Implementation Program III-2**)	Mitigation Measure is applicable. The Proposed Project would be required to comply with the City's review procedures.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
5.12-3 During the development application process, consult with fire and police departments to evaluate the need for additional fire and police facilities or resources to serve new development projects and infill development areas. During updates to the Capital Improvement Program process, coordinate with service providers to evaluate the level of fire and police service provided to the community. Continue to use state-of-the-art techniques and technology to enhance public safety and assess adequacy and plan for upgrades during updates to the Capital Improvement Program and updates to the City's Operating Budget. Adhere to requirements in the Municipal Code for adequate street widths and clearance for emergency access. Integrate Crime Prevention Through Environmental Design (CPTED) techniques into development projects during the development review process and practice active surveillance measures in high-risk areas such as parking lots. (**Implementation Program III-8**)	Mitigation Measure is applicable. The Proposed Project is required to evaluate the potential for increased fire and police services and potential for additional fire and police facilities. To ensure adequate services are provided and to minimize the demands on police services, security and design measures which employ defensible space concepts shall be utilized throughout the formation of development and construction plans. These measures incorporate the concepts of Crime Prevention through Environmental Design (CPTED), which involves the placement, and orientation of structures, access and visibility of common areas, placement of doors, windows, addressing, lighting and landscaping. CPTED promotes public safety, physical security and allows citizens the ability to monitor activity. In addition, the Proposed Project shall comply with the requirements established in Chapter 15.52 of the Orange Municipal Code (Building Security Ordinance #6-22). Conditions related to CPTED and the Orange Building Security Standards will be

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
	included on the Proposed Project.
5.12-4 Use public education activities to accomplish the following objectives: • Raise public awareness of public safety issues including fire safety, flood hazards, homeland security, and other programs. • Promote the application of CPTED to new development projects. • Support neighborhood meetings and community programs on crime prevention and education. • Continue to support existing "Neighborhood Watch" programs, and support the efforts of the City of Orange Police Department to expand these programs. (**Implementation Program IV-3**)	Mitigation Measure is not applicable.
5.12-5 Continue to evaluate and update information available to the City regarding potential fire hazards and hazard areas. Provide public information on the City's website, at City Hall, and through other means as necessary regarding defensible space surrounding residences and businesses. Use Wildland Fuel Modification guidelines for controlling vegetation in undeveloped areas, and Wildland Urban Interface Code and weed abatement standards. (**Implementation Program I-27**)	Mitigation Measure is not applicable.
5.12-6 Adopt, review, implement, and update as necessary the following master plans, standards, and guidelines: • Public Library Facilities Master Plan (**Implementation Program I-4**)	Mitigation Measure is not applicable.
5.12-7 Continue to implement the City's Public Library Facilities Master Plan (2002-2020). Continue to work to ensure that the California State Library-recommended standard of four volumes and 0.7 square foot per capita is maintained and that the City's library services needs are met as future development occurs. Continue to promote and provide additional resources for the Orange Public Library Local History Collection. Maintain	Mitigation Measure is not applicable.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
and enhance the Preservation Resource Center within the Orange Public Library and Local History Center that provides access to information about historic preservation regulations and benefits, technical assistance materials, and information about research methods and collections. (**Implementation Program I-31**)	
5.12-8 Adopt, review, implement, and update as necessary the following master plans, standards, and guidelines: • Water Master Plan • Urban Water Management Plan (**Implementation Program I-4**)	Mitigation Measure is not applicable.
5.12-9 As part of the development application and review process, require studies as needed to determine water infrastructure requirements for future development projects, and require that any recommendations be incorporated into the design of projects. Require the dedication of necessary right-of-way and construction of water infrastructure improvements for development projects as needed. Developers shall also be required to pay the cost of providing new and improved water services to project sites. For projects that satisfy the criteria set forth in Sections 10910-10915 of the California Water Code and Section 66473.7 of the Government Code, a water supply assessment or water supply verification demonstrating available water supplies exist to support development shall also be prepared. (**Implementation Program III-7**)	Mitigation Measure is applicable. The Proposed Project would conduct studies to determine the water infrastructure as well as pay any water service fee's required by the City.
5.12-10 Coordinate with the Irvine Ranch Water District, Santiago County Water District, Serrano Water District, MWDOC, MWD, Golden State Water Company, Orange County Sanitation District, and East Orange County Water District to achieve the following water supply, distribution, and conservation objectives: • Maintain groundwater recharge areas to protect water quality and ensure continued recharge of local groundwater basins.	Mitigation Measure is applicable. The Proposed Project would be required to confirm the appropriate water district has capacity for the development.

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
• Reduce the amount of water used for landscaping and increase use of native and drought-tolerant plants. • Encourage the production, distribution, and use of recycled and reclaimed water for landscaping projects. • Maintain water quality objectives for urban runoff. (**Implementation Program V-8**)	
5.12-11 Adopt, review, implement, and update as necessary the following master plans, standards, and guidelines: • Sewer Master Plan (**Implementation Program I-4**)	Mitigation Measure is not applicable.
5.12-12 The City shall repair and improve all areas that were identified in the 2003 Sewer Master Plan Update as having system deficiencies based on available resources and will also continue to identify anticipated deficiencies in the system. The City shall make improvements to areas with frequent blockages or "hot-spots." Developers shall also be required to pay the cost of providing new and improved wastewater services to project sites.	Mitigation Measure is not applicable.
5.12-13 As part of the development application and review process, coordinate with SCE, Time Warner Cable, Cox Communications Orange County, The Gas Company, AT&T, cellular telephone service providers, and other local utilities to assess capacity and infrastructure needs to support new development or redevelopment activities. Require that utilities be moved underground consistent with the City's Master Utility Undergrounding Plan. (**Implementation Program V-1**)	Mitigation Measure is applicable. The Proposed Project would require "Will Serve Letters" for services including electrical, gas, telecommunication, and other utility services.
5.12-14 The City strongly encourages new development and major renovation projects to employ green building techniques and materials. Encourage proposed development projects throughout the City to incorporate Leadership in Energy and Environmental Design (LEED®) Standards developed by the U.S. Green Building Council or an equivalent program. Encourage	Mitigation Measure is applicable. The Proposed Project would adhere to State Title 24 building construction standards and Energy Star conservation standards as well as

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
building orientations and landscaping that enhance natural lighting and sun exposure. Prepare guidelines for sustainable development to encourage incorporation of these practices in new development. These guidelines will include measures to maximize soil permeability to address related stormwater and surface-water runoff issues. Require compliance with State Title 24 building construction standards and Energy Star conservation standards for all development projects. Climate change Mitigation Measures identified in the General Plan EIR shall be incorporated as implementation programs and applied to new development projects upon adoption of the General Plan. (**Implementation Program III-11**)	incorporate applicable climate change Mitigation Measures.
5.12-15 Continue to contract for provision of solid waste and recycling services. Expand community outreach and education regarding residential recycling opportunities and household hazardous wastes by providing information on the City's website, at City Hall, and through other means as necessary. (**Implementation Program I-33**)	Mitigation Measure is not applicable.
5.12-16 Continue to implement waste diversion programs as well as public education programs as outlined in the City's Source Reduction and Recycling Element required by AB 939 (1989). Work to expand recycling pickup to all residential addresses in the City. Conduct a waste characterization study to identify the major constituents in the City's solid waste stream. The results of the study will be used to guide development of the recycling and outreach program, and possible revisions to waste handler contracts. The City will also consider anticipated waste associated with the land use types of future development. (**Implementation Program IV-5**)	Mitigation Measure is not applicable.

Discussion

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant: The OGP's implementation would result in a net population increase of approximately 57,844 persons.

Fire Protection and Emergency Services: The City of Orange is served by the Orange City Fire Department (OCFD), providing services for fire prevention, fire administration, fire and arson investigation, disaster and emergency preparedness, terrorist prevention and response, as well as community emergency response. The City is served the eight existing fire stations dispersed around the city, located on Chapman Ave., E. Collins Ave., N Shaffer St., S Esplanade St., W Maple Ave., City Dr. South, E Ford Rd., and E Carver Lane. Intensification of development and additional population in the land use focus areas would lead to increased demand for fire protection services in these areas. Additionally, new development in the eastern portion of the planning area (primarily from the entitled East Orange development) may require additional fire protection services and facilities. It should be noted that mitigation for increased demand for fire services due to the East Orange development (including a new fire station to serve the area) was required at the time of the project approval. Adequacy of fire personnel and facilities is monitored on a consistent basis by the Fire Chief and management staff and service needs are budgeted for on an annual basis. The Operating Budget is updated to maintain current levels of public facilities and infrastructure, and to coordinate development of community facilities and amenities and capital projects. The City uses a 7-year Capital Improvement Program process to prioritize, finance and complete various infrastructure and other projects identified in the Capital Improvement Program, which may include fire protection facilities and services.

Mitigation Measures 5.12-1 through 5.12-5 would require the City to continue to update and maintain the Emergency Operations Center, procedures for review of proposed development projects, fire facilities and resources to serve new development, education opportunities, and information regarding potential fire hazards and hazard areas. Therefore, impacts associated with the provision of new or physically altered fire protection and emergency service facilities would be reduced to a less than significant level with Mitigation Measures.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area that may occur from future construction of fire station facilities would be speculative and no further analysis of the impact is required at this time. However, construction of fire protection facilities would be subject to CEQA. Environmental documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

Police Protection: The City of Orange is served by the Orange Police Department (OPD), providing field services, investigative services, and support services. The Orange Police Department is served by approximately 160 sworn officers and 120

support staff employees. The Orange Police Department headquarters is located at 1107 N. Batavia Street. The implementation of the General Plan would increase the population and new development in the Planning Area, raising the demand for police protection and services. Despite this, the overall level of police protection would not decline. Even though the City does not use an officer-to-population ratio standard to measure the adequacy of policing levels in the City, the planning area would need over 80 new officers based on the FBI's average ratio for western cities of 1.3 police officers per 1,000 residents. This figure is based on the net population increase of approximately 57,844 persons anticipated at buildout pursuant to the OGP. The City updates its Operating Budget to maintain current levels of public facilities and infrastructure, and to coordinate development of community facilities and amenities and capital projects. The City uses the 7-year Capital Improvement Program process to prioritize, finance, and complete various infrastructure and other projects identified in the Capital Improvement Program, which may include police facilities and services.

The GP PEIR includes Mitigation Measures 5.12-1 through 5.12-4 that require the city to update and maintain the Emergency Operations Center, procedures for review of proposed development projects, police facilities and resources to serve new development and educational opportunities to raise public awareness and safety. Therefore, impacts associated with the provision of new or physically altered police protection service facilities would be reduced to a less than significant level with Mitigation Measures.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area, which may occur from future construction or expansion of police stations and/or police facilities would be speculative and no further analysis of the impact is required at this time. However, construction of the police facilities would be subject to CEQA. Environmental documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

School: Schools serving students in the Orange planning area operate within the Orange Unified School District (OUSD). According to OUSD^1 , the district has 3 early learning schools and preschools, 29 elementary schools, 7 intermediate schools, and 6 high schools. Additionally, the district has 4 alternative school locations and two colleges located in the planning area. Based on the OUSD student generation rates, the implementation of the OGP is expected to generate approximately 7,395 new students in the planning area.

With adoption of Senate Bill (SB) 50 and Proposition 1A in 1998, school districts that meet certain requirements now have the option of adopting alternative school fees, also known as Level 2 Fees and Level 3 Fees (Public Resources Code Sections 65995.5, 65995.6, and 65995.7). In general, alternative school fees, which are calculated for each school district, apply solely to residential construction within

a school district. Therefore, OUSD and the City would require developers to provide for adequate educational facilities, to the extent allowed by law.

The environmental effects of expansion, construction, and operation of additional school facilities would be evaluated under CEQA by OUSD in its efforts to plan for construction of new schools or expansion of existing facilities. The OUSD updates its Facilities Master Plan over time to evaluate demand, capacity, and plans for facility needs. SB 50 states that for CEQA purposes, payment of fees to the affected school district reduces school facility impacts of the OGP to a less than significant level but does not relieve the affected district of completing its own analysis of environmental impacts under CEQA.

Libraries: Library services in the City of Orange are provided by the Orange Public Library and Historic Center (Main Library) located at 407 E. Chapman Avenue. The library closed in 2005 for a major construction and expansion, and reopened in 2007, adding 28,000 square feet of space and provides twice as many books as it did prior to expansion, a homework center, a Teen Zone, a Children's Library, a literacy center, a local history room, a Friends' of Orange Public Library bookstore, community meeting space, study room space and 100 public-use computers. Additionally, the El Modena Branch Library, located at 380 S. Hewes Street, and the Taft Branch Library, located at 740 E. Taft Avenue, also serve the planning area and operate as a community resource and gathering space to provide library materials, computer access, meeting room space, and family programs serving their respective parts of the planning area. The OGP's new development would increase the net population, potentially increasing the level of demand for library services. Mitigation Measure 5.12-6 would require the City to continually update and the Public Library Facilities Master Plan. Mitigation Measure 5.12-7 would require the City to implement the City's Public Library Facilities Plan to ensure that the California State Library standard of four volumes and 0.7 square feet per capita is maintained and that library services needs are met as future development occurs.

The Orange Public Library Facilities Master Plan recommends future expansions to the El Modena and Taft branch libraries, as well as the construction of a fourth branch library in the Santiago Hills area of Orange. Pursuant to development already approved for East Orange, a new library site has been reserved in the eastern portion of the planning area. With adherence to the proposed Mitigation Measures and implementation of proposed policies pertaining to library services, program-level impacts associated with the provision of library services would be reduced to a less than significant level.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area that may occur from future construction of library facilities would be speculative and no further analysis of the impact is required at this time. However, construction of libraries would be subject to CEQA. Environmental

documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

Parks and Recreation: For more detail, refer to Section 4.16 – Recreation of this document. Park and Recreation service impacts can be referred to within Section 4.16, Recreation, of this document.

Other Public Facilities: Other public facilities for the City include Water Supply and Infrastructure, Wastewater Infrastructure, Energy and Solid Waste.

Water Supply and Infrastructure: The GP PEIR analyzes existing conditions of water supply and infrastructure and potential impacts due to the OGP. The City's primary source of domestic water is from groundwater resources supplied by City-owned wells, which provide approximately 55 percent of the City's water supply. The City also purchases approximately 40 percent of its domestic water supply from imported water sources as a member agency of the Municipal Water District of Orange County (MWDOC). The City also receives 3 to 5 percent of its water supply from the Serrano Water district. In addition, the Irvine Ranch Water District serves new development areas in East Orange, and the Golden State Water Company and East Orange County Water District serve small portions of the southeast area of the City.

Delivery of domestic water service in the City is provided by the Public Works Department's Water Division. The City's service area includes approximately 23.6 square miles and includes 16 wells, 8 imported water service connections, 18 storage tanks, 18 pump stations, 449 miles of pipelines, and 34,000 service connections. According to the City Urban Water Management Plan Update (UWMP) (City of Orange 2005), the City's 2005 estimated groundwater production capacity was 40,371 acre-feet per year (AFY). The UWMP also noted that three additional wells were included in the City's Capital Improvement Program. With these additional wells, the City's estimated production capacity would be increased to 49,079 AFY. The GP PEIR determined that impacts to water supply availability to serve the General Plan's buildout population are less than significant; however, increased population and development resulting from the OGP would create a demand for additional water infrastructure and water facilities. The City would continue to use the 7-year Capital Improvement Program to prioritize, finance, and complete various infrastructure and other projects identified in the Capital Improvement Program, which may include water infrastructure and services. Mitigation Measures 5.12-8 through 5.12-10 require the City to implement and update applicable master plans, require future development projects to contain studies and incorporated recommendations, and coordinate with applicable water districts to achieve water supply, distribution and conservation objectives. With adherence to and implementation of the OGP policies and programs and the GP PEIR Mitigation Measures, program

level impacts associated with water infrastructure would be reduced to a less than significant level.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area that may occur from the provision of additional water infrastructure would be speculative and no further analysis of the impact is required at this time. However, water infrastructure projects would be subject to CEQA. Environmental documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

Wastewater: The GP PEIR analyzes existing wastewater infrastructure and potential impacts due to the OGP implementation. The City of Orange Public Works Department is responsible for installation and maintenance of local wastewater collection facilities, which convey wastewater to Orange County Sanitation District (OCSD) trunk sewers.

The City's Public Works Department is in charge of the daily operation and maintenance of the sewer collection system in the City. Approximately 352 miles of basic sewer collection pipeline is located within the City. Of these pipes, approximately 71 percent are 8 inches in diameter, 9 percent are 6 inches in diameter, and approximately 7 percent are 12 inches in diameter. In addition, the City operates and maintains three small sewage lift stations. The City's 2003 Sewer Master Plan Update identified several areas that have deficient wastewater collection capabilities due to age and limited line capacity. Additionally, areas of frequent blockages or "hot-spots" were identified. In these areas, 20 to 30 overflows may occur per year. The primary causes of these overflows are lack of hydraulic capacity, root intrusion, and accumulated grease. Chronic maintenance problems occur primarily where older pipes exist and are related to root intrusion and grease buildup in pipes with a diameter of 6 inches. OCSD is proposing to upgrade the level of wastewater treatment at both of its treatment plants to meet secondary treatment standards for the projected 2030 effluent flow of 261 mgd. OCSD successfully collects, conveys, and treats 221 million gallons of wastewater generated daily in its service area before discharging the treated water into the Pacific Ocean. Average flows for Reclamation Plant No. 1 and Treatment Plant No. 2 are 92 mgd and 129 mgd, respectively. The combined average flow is 221 mgd. Reclamation Plant No.1 has a design capacity of 108 mgd with average daily flow of 92 mgd. Treatment Plant No. 2 has an average daily flow of 129 mgd with a design capacity of 168 mgd.

To respond to the increased need for sewage treatment, OCSD has launched plans to expand treatment capacity. Reclamation Plant No. 1 is expected to increase capacity to 204 mgd. A portion of the sewage fee charged to developers in the City of Orange would be paid to the County for regional facilities improvements. In addition, OCSD's Capital Facilities Capacity Charge is applied to cities and developers for new or expanded residential, commercial,

and industrial development and is used for improving the efficiency and effectiveness of OCSD operations. Implementation of Mitigation Measure 5.12-11 requires the City to adopt and update the Sewer Master Plan, and Mitigation Measure 5.12-12 requires the City to repair and improve identified areas in the 2003 Sewer Master Plan Update and require developers to pay the cost of new and improved wastewater services to project sites. With adherence to and implementation of proposed policies and Mitigation Measures, program level impacts associated with the provision of wastewater services would be reduced to a less than significant level.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area that may occur from the provision of additional wastewater collection and treatment facilities would be speculative and no further analysis of the impact is required at this time. However, wastewater infrastructure projects would be subject to CEQA. Environmental documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

Energy: The GP PEIR analyzes the impact from OGP implementation on energy facilities and services. The increased population from the OGP would create a demand for additional electricity and natural gas as well as transmission infrastructure, which may exceed the capacity of these existing facilities and result in the need for new, upgraded, or expanded facilities. In 2004, the annual electricity demand in the planning area was approximately 635.9 million kilowatt hours(kWh). With the OGP buildout in 2030, annual electricity demand is estimated to increase approximately 91 percent to approximately 1,218 million kWh annually. All new development pursuant the OGP would be required to pay applicable fees assessed by SCE to extend electricity lines to serve the specific Project Site. SCE would not provide service to new developments if there are not adequate electricity supplies and infrastructure to maintain existing service levels and meet the anticipated electricity demands of the specific development requesting service. Mitigation Measure 5.12-13 and 5.12-14 require new development to coordinate with utility service providers to ensure adequate capacity and to encourage green building techniques and materials. With adherence to General Plan policies and programs and implementation of applicable Mitigation Measures, program-level impacts associated with the provision of energy in the form of electricity and natural gas would be reduced to a less than significant level.

Pursuant to Section 15145 of CEQA, analysis of the physical changes in the planning area that may occur from the construction of new electrical and gas infrastructure would be speculative and no further analysis of the impact is required at this time. However, infrastructure projects related to the provision of electricity and natural gas would be subject to CEQA. Environmental

documentation prepared pursuant to CEQA would identify potentially significant impacts and appropriate Mitigation Measures.

Solid Waste and Waste Diversion: The GP PEIR analyzes existing conditions of the City's solid waste facilities and services. The increased population from the OGP would create a demand for additional solid waste collection and disposal capacity. The City of Orange contracts with Waste Management of Orange County for the collection of solid waste, green waste, and items for recycling.

Most waste collected by Waste Management is taken to any of the three landfills in Orange County: Olinda Alpha Landfill in Brea, Frank R. Bowerman Landfill in Irvine, and Prima Deshecha Landfill in San Juan Capistrano. Since solid waste from Orange is not restricted to any specific landfill, trash from the City may be disposed of at any of these landfills. Orange County Waste & Recycling, a division of the County of Orange, owns and operates these three active landfills and administers solid waste collection, recycling, and planning within the City's planning area.

Mitigation Measure 5.12-15 requires the City to continue to contract for provision of solid waste and recycling services and Mitigation Measure 5.12-16 requires the City to continue to implement waste diversion programs and waste education programs. With adherence to and implementation of the proposed policies pertaining to solid waste described above, and implementation of Mitigation Measures 5.12-15 and 5.12-16, program-level impacts associated with solid waste services would be reduced to a less than significant level.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project involves a Tentative Tract Map Permit to permit the subdivision of the Project Site into 11 individual parcels, each developed with a single-family dwelling ranging from 2,425 sq. ft. to 2,724 sq. ft.. According to the U.S. Census Bureau, the City's average persons per household from 2018 through 2022 was 2.98[8]. According to this data, the Proposed Project would increase the population by approximately 33 persons with the addition of 11 single-family dwellings.

Fire Protection: Fire protection services are provided by the Orange City Fire Department. The nearest fire station to the Project Site is Fire Station No. 4, located 0.9 miles southwest of the Project Site at 210 S. Esplanade Street. The construction of a single-family residential development could incrementally increase demands for fire protection services and medical assistance provided by the fire department. However, this increased demand for fire protection services would be met with existing fire resources. Potential impacts to fire services would be adequately funded by an increase in property tax revenue, over an extended

[8] U.S. Census Bureau QuickFacts: Orange city, California

period, relative to the increase in development intensity, as well as through development impact fees in accordance with City of Orange Development Fees. Additional purchasing of equipment, apparatus, and vehicles for Fire Department services would be provided through the Fire Facilities Impact Fee. Department needs are assessed annually, and budget allocations revised accordingly to ensure that adequate levels of service are maintained throughout the City. Building plans submitted for new development on the Project Site would be required to comply with fire safety requirements. As shown in **Figure 5**, the Proposed Project would include a fire hammerhead lane. Additionally, development of the Project Site would not result in the need for new or physically altered fire protection facilities as population increase from the Proposed Project is accounted for in the General Plan update population growth. Therefore, no impact is anticipated, and no new mitigation would be required.

Police Protection: Police Protection to the Project Site would be provided by the Orange Police Department. The police headquarters are located 3.4 miles to the west of the Project Site at 1107 N. Batavia Street. The construction of a single-family residential development could incrementally increase demand for police services. However, the increased demand for police protection services would be adequately funded by an increase in property tax revenue, over an extended period of time, as well as through development impact fees in accordance with Orange Municipal Code Chapter 3.13: Police Facility Development Fee. Additionally, development of the Project Site would not result in the need for new or physically altered police protection facilities as population increase from the Proposed Project is accounted for in the General Plan update population growth. Therefore, no impact is anticipated, and no new mitigation is required.

Schools: The City is served by Orange Unified School District. The school district is projecting a net decline in student enrollment over the next seven years[9]. The Proposed Project is the construction of 11 single-family residential dwelling units. The construction of a single-family residential development could provide additional enrollment; however, the increased demand would be met with existing school facilities. Potential impacts to school would be adequately funded by development impact fees in accordance with City of Orange Development Fees. According to the U.S. Census, the average household size is 2.98 and 20.5% of Orange's population are under 18-years old[10]. Extrapolation of this would result in approximately seven of the potential 33 persons the Proposed Project would be under 18 years old. Due to the nominal number of potential students on

[9] https://www.orangeusd.org/uploaded/photos/Davis_Demographics-Orange_USD_Fall_2019_-20_FINAL_Report.pdf

[10] https://www.census.gov/quickfacts/fact/table/orangecitycalifornia,orangecountycalifornia/AGE295221#AGE295221

anticipated decrease in student enrollment, no impacts are anticipated to the schools, and no new mitigation is required.

Parks and Recreation: Park and Recreation service impacts from the Proposed Project can be referred to within Section 4.16, Recreation, of this document.

Other Public Facilities: Other public facilities for the City of Orange include Water Infrastructure, Wastewater Infrastructure, Storm Drain Systems, Energy, and Solid Waste and Waste Diversion.

Water Supply and Infrastructure: The City of Orange Water Division is responsible for providing a clean, safe, potable water supply to the City of Orange. The City receives water from three main sources: groundwater through 15 active wells managed by the Orange County Water District (OCWD), surface water from the Serrano Water District, and imported surface water from the Metropolitan Water District of Southern California (MWD) from the Colorado River and the State Water Project in Northern California. The 2020 Urban Water Management Program concluded that the City would have adequate supply to meet water demand during normal, single dry, and multiple dry years over the next 25 years. The Proposed Project is consistent with the General Plan and Zoning Code and was reflected in the City's demand calculations. Therefore, no impact is anticipated.

Per Title 7, Chapter 7.01, Water Quality and Stormwater Discharges, of the City Code, the Applicant would be required to include specific design Best Management Practices to ensure that no storm water runoff generated on the Project Site would leave it without pre-treatment for urban pollutants. The Applicant has prepared a Preliminary Water Quality Management Plan (WQMP), which includes specific design features during construction and operations to ensure that no storm water runoff generated on the Project Site would leave it without pre-treatment for urban pollutants (Rancho Ridge, Hunsaker & Associates Irvine, Inc., March 23, 2023). Under proposed conditions, the developed site would gently slope to the west, with surface runoff from each lot conveyed as sheet flow to the curb and gutter. Runoff would be conveyed westerly to a catch basin where the 85th percentile storm event volume and the 2-year detention volume for hydromodification control would be detained in a subsurface detention facility prior to discharging to two (2) drywells. Flows exceeding this volume would be conveyed to Rancho Santiago Boulevard and conveyed southerly as gutter flow prior to discharging to an existing catch basin located at the northeast corner of Ranch Santiago Boulevard and East Walnut Avenue. The Property Owner/Developer would be required to comply with Title 7, Chapter 7.01.060 of the City's code and implement all recommendations contained within the WQMP.

The Project Site is more than 1 acre; therefore, the Property Owner/Developer would be required to comply with the requirements of the NPDES MS4 Permit

Construction General Permit Order 2009-0009- DWQ and prepare a SWPPP. The SWPPP would generally contain a site map showing the construction perimeter, existing and proposed buildings, storm water collection and discharge points, general pre- and post-construction topography, drainage patterns across the Project Site, and adjacent roadways. For ongoing operations, in lieu of providing on site treatment, the developer would pay a Low Impact Development Fee that would apply towards the construction of an offsite mitigation project. Therefore, with compliance with Title 7, Chapter 7.01 of the OMC, potential impacts associated with water infrastructure and storm water drainage would be less than significant, and no new mitigation would be required.

Wastewater Infrastructure: The Proposed Project would be served by the City of Orange Public Works Department for wastewater (sanitary sewer) collection service. The Proposed Project is located within a developed area and there is an existing sanitary sewer main in North Rancho Santiago Blvd, adjacent to the Proposed Project. The Proposed Project would be required to connect to this existing sanitary sewer line. Due to the small size of the Proposed Project, existing wastewater infrastructure and facilities would be adequate to serve the wastewater collection requirements of the Proposed Project. Therefore, no impacts to wastewater facilities would be anticipated, and no new mitigation is required.

Energy: The Project Site is in a built-out, urban setting. The Project Site and the surrounding properties are fully served by various utility service providers, including:

- Electric: Southern California Edison (SCE)
- Natural Gas: Southern California Gas (SoCalGas)
- Water: City of Orange Water Division
- Telecommunications: Charter, AT&T, and Comcast

There are no anticipated significant services or system upgrades needed to serve the proposed single-family residential development. Therefore, no impacts are anticipated, and no new mitigation is required.

Solid Waste and Waste Diversion: The Proposed Project is the construction of 11 single-family residential dwelling units. The proposed square footage of the two-story buildings is between 2,425 and 2,724 square feet. The Proposed Project's contribution of solid waste would be minimal and would not significantly impact solid waste collection or landfill operations. Furthermore, as with all residences in the City, the individual units are subject to curbside recycling and green waste separation requirements. No impacts are anticipated, and no new mitigation is required.

Conclusion

Potential impacts identified for the Proposed Project would not be greater than what were identified in the Final PEIR; therefore, the Proposed Project would not create a new significant impact or a substantial increase in the severity of previously identified impacts. Additionally, no new information of substantial importance that was not known and could not have been known at the time the GP PEIR was certified is available that would change the prior finding of no impact. With regards to the issue of Public Services the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant.

4.16 Recreation

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
XVI. RECREATION:					
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?					X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?					X

General Plan PEIR Mitigation Measures

GP PEIR Mitigation Measure	Applicable/Not Applicable
5.13-1 Work actively to acquire, build, and maintain approximately 122 acres of additional parkland, in order to achieve a minimum parkland ratio of 3 acres per 1,000 persons by 2030, working toward a desired ratio of 5 acres per 1,000 persons by 2050. Evaluate progress toward achieving this goal by preparing a status report for the City Council and community every 5 years. As a separate, but compatible objective, support efforts by the County of Orange or private land owners to provide an additional 303 acres of regional	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
parkland to support an overall objective of 10 acres of parkland per 1,000 persons, inclusive of County regional parks. Work with the private sector to encourage use of vacant commercial or industrial properties for recreational purposes. (**Implementation Program IV-2**)	
5.13-2 Continue to implement and expand the use of joint-use agreements to increase the parks and open space resources available to Orange residents. Specifically, seek to expand joint-use agreements with OUSD and other local schools, SCE, and the Orange County Flood Control District. Investigate conversion or joint-use of surplus or otherwise underutilized lands, including railroad and public utility rights-of-way, for open space use. (**Implementation Program I-26**)	Mitigation Measure is not applicable.
5.13-3 Continue to implement and update the City's Capital Improvement Program to: • Address phasing and construction and maintenance of roadway, infrastructure, streetscape, signage, and City-owned park improvements throughout the City; • Acquire and expend funds from available transportation financing and other programs to assist in financing new roadways and trails; • Manage construction of new parks and improvements to current parklands and park facilities; and • Facilitate construction of a multi-use trails network that connects the City's parks and open spaces. Use the 7-year Capital Improvement Program process to prioritize, finance, and complete roadway, infrastructure, and parks projects identified in the Capital Improvement Program. Update the Capital Improvement Program on an annual basis to respond to changes in local priorities and available funding sources.	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
Require future Capital Improvement Program projects to include a public outreach component. (**Implementation Program II-1**)	
5.13-4 Continue efforts to prepare and adopt a vision plan for Santiago Creek addressing recreational trails, open space, and flood control. Support future development of highly visible access points to the Santa Ana River, particularly at Lincoln Avenue, Katella Avenue, and Chapman Avenue. Partner with the City of Anaheim, resource agencies, and community organizations to complete a Vision Plan for the Santa Ana River, similar to the Plan for Santiago Creek. (**Implementation Program IV-4**)	Mitigation Measure is not applicable.

Discussion

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant Impact. The GP PEIR describes the existing recreation facilities and includes potential environmental impacts resulting from the implementation of the OGP recreation programs and policies. Development pursuant to the OGP land use policy would result in an increase of approximately 23,478 dwelling units, 35.7 million square feet of nonresidential building floor area over existing conditions, and a net population increase of approximately 57,844 persons. Orange has adopted a standard of 3.0 acres per 1,000 residents, per Section 16.60.040 of the OMC. The GP PEIR notes that the City owns and has developed 24 parks, which consist of approximately 251 acres of parkland, including neighborhood parks, community parks, and regional parks (2010). In addition, Orange also maintains Special Use Facilities such as Plaza Park, Pitcher Park, and the City's community gardens. The future estimates would require 584 required park acres (as shown **Table 12 –** Existing and Future Park Acreage Needs). Mitigation Measures 5.13-1 is implemented in the GP PEIR to require the City actively work to acquire, build and maintain an additional 241 acres of parkland in order to achieve a minimum parkland ratio of 3 acres per 1,000 persons by 2030, working toward a desired ratio of 5 acres per 1,000 persons by 2050. Mitigation Measure 5.13-2 requires the City to implement and expand the use of joint-use agreements, specifically with OUSD, SCE, and the OCFCD, to increase the parks and open space resources available to Orange residents. Mitigation Measure

5.13-3 requires the City to continue to implement the Capital Improvement Program, which may include additional park and recreation facilities and services or funding. Mitigation Measure 5.13-4 requires the City to continue to prepare and adopt a vision of Santiago Creek, which could increase parkland for the City. With adherence to existing regulation, as well as implementation of GP PEIR Mitigation Measures and programs and policies, programmatic level impacts to parks and recreation resources would be less than significant.

Table 12 – Existing and Future Park Acreage Needs

	2007 Population[c]	Park Acreage Required[a]	Available Acreage from Parkland[b]	Additional Acreage per Quimby Act (OMC Sec. 3.40)	Ratio per 1,000 Population	Parkland Surplus/ (Shortfall)
Existing	138,640	416	251	--	1.81	(165)
Future	194,543[d]	584	43[e]	168[d]	2.37	(122)

Source: P&D Consultants and Keyser Marston Associates, 2005; California Department of Finance, 2004

Notes:

All acreages are rounded to the nearest acre

[a] Based on standard of 3.0 acres per 1,000 people, as specified in City of Orange Municipal Code Section 3.40.040.

[b] Does not include approximately 16,000 acres of open space areas east of Orange or regional park acreage in proximity to Orange.

[c] Draft Natural Resources Element 2009.

[d] Estimated buildout population of the OGP would add 55,903 new residents between 2007 and General Plan Buildout Post 2030.

[e] Assumes 43 acres undeveloped parks and future development project parks are implemented per Table 5.13-3, plus existing parkland acreage.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project would provide approximately 38,079 square feet of open space, which includes 18,628 sq. ft. of private and usable space, 5,599 sq. ft. of common open space, and 13,852 sq. ft. of landscaping throughout walkways and front yards. According to the conceptual site plan, the open space plans are subject to change due to the balcony design of the elevation.

The Proposed Project is required to comply with the Implementation Program for the Park Master Plan which adopts the Quimby Act ordinance to require new development to either dedicate and improve parks or pay a fee equivalent to

that necessary to meet the standard of 3 acres per 1,000 residents. Therefore, no new impacts associated with recreational facilities which may have an adverse physical effect on the environment would occur.

b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Narrative Summary: Impacts Analyzed in the GP PEIR (b)

Less than Significant Impact. The increased population from the OGP would create a demand for additional park improvements to increase recreational opportunities within the City, which would likely require expansion or construction of existing or new facilities. The specific environmental impact from the construction of new parkland or expansion of existing park and recreation facilities in the planning area cannot be determined at the programmatic level of analysis because no designs for specific park projects are available at this time.

City programs for project design and approval as well as CEQA environmental review process require that potential impacts be addressed prior to construction or expansion of new or existing facilities. The impacts of new and expanded parks would depend upon the precise type and location of such facilities and would therefore need to be addressed in a project-level environmental review. It is anticipated that OGP programs and policies coupled with regulations and review processes would mitigate any project-level environmental impacts. Therefore, impacts would be less than significant, and no Mitigation Measures would be required at the GP PEIR level.

Impacts Associated with the Proposed Project (b)

No New Impacts. The Proposed Project would provide approximately 38,079 square feet of open space, which includes 18,628 sq. ft. of private and usable space, 5,599 sq. ft. of common open space, and 13,852 sq. ft. of landscaping throughout walkways and front yards.

The Proposed Project is required to comply with the Implementation Program for the Park Master Plan which adopts the Quimby Act ordinance to require new development to either dedicate and improve parks or pay a fee equivalent to that necessary to meet the standard of 3 acres per 1,000 residents. Therefore, no new impacts associated with construction or expansion of recreation facilities which may have an adverse physical effect on the environment would occur.

Conclusion

No new impacts associated with recreation would occur. The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. The Proposed Project contains no substantial changes to the implementation of the GP PEIR, there have been no substantial changes in circumstances, and no new

information has become available, not known and could not have been known, at the time of certification, which would require major revisions to the GP PEIR. With regards to the issue of Recreation the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures 5.13-1 through 5.13-4 and uniformly applied development policies and standards have been implemented through the Project.

4.17 Transportation

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
I. TRANSPORTATION: Would the project:					
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?					X
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?					X
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?					X
d) Result in inadequate emergency access?					X

General Plan PEIR Mitigation Measures

GP PEIR Mitigation Measure	Applicable/Not Applicable
5.14-1 The City shall implement the Mitigation Measures for deficient arterial segments described in Table 5.14-10 shown of the GP PEIR. These improvements will be added to the City's Capital Improvement Program and monitored, prioritized, and funded over time through the City's annual budgeting process. Funds may consist of City funds, grant funds, traffic impact	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
fees, and fair-share contributions toward capacity impacts required under CEQA to mitigate project impacts for specific projects. Timing for implementation will be determined by the City's Traffic Engineer based on monitoring of operational conditions and traffic counts demonstrating the need for the improvements.	
5.14-2 The City shall complete intersection capacity improvements and coordinate traffic signals as necessary to improve traffic flow and implement the Mitigation Measures for deficient intersections. Specific improvements are described in Table 5.14-11 shown in the GP PEIR. These improvements will be added to the City's Capital Improvement Program and monitored, prioritized, and funded over time through the City's annual budgeting process. Funds may consist of City funds, grant funds, traffic impact fees, and fair-share contributions toward capacity impacts required under CEQA to mitigate project impacts for specific projects. Timing for implementation will be determined by the City's Traffic Engineer based on monitoring of operational conditions and traffic counts demonstrating the need for the improvements.	Mitigation Measure is not applicable.
5.14-3 Require preparation of Traffic Impact Analyses for new discretionary development projects. For projects that increase V/C by .01 or more on affected roadway segments or intersections experiencing or that are projected to experience LOS E or F conditions without the proposed project, Traffic Impacts Analyses must propose binding mitigation strategies to be incorporated within the project. The City will prepare and publish guidelines for the preparation of Traffic Impact Analyses.	Mitigation Measure is applicable. The Project prepared a Transportation Study Screening Assessment (**Appendix C** – Rancho Ridge Infill Project Transportation Study Screening Assessment, Ganddini Group, December 19, 2022).
5.14-4 Require major employers to institute Transportation Demand Management (TDM) plans (Chapter 10.83 of the City's Municipal Code). Such plans establish incentives to encourage employees to carpool, take public	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
transportation, bicycle, or use some means other than private automobiles to get to and from work.	
5.14-5 Participate in regional efforts to implement TDM requirements and support implementation of the employer TDM provisions of the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan by working with the SCAQMD to identify employers within Orange most suitable for participation in the TDM programs to achieve major reduction of VMT.	
5.14-6 Work closely with OCTA to achieve the following: • Maintain consistency with the County MPAH; • Implement provisions of Measure M; • Implement the OCTA CMP; • Expand and improve the efficiency of bus service within the City; • Encourage the expansion of alternative local transportation options such as a community circulator bus service between transit centers and major commercial, employment, and residential areas; • Improve paratransit or other public transportation systems that enhance the mobility of Orange's senior and youth populations, and the disabled; • Encourage provision of attractive and appropriate transit amenities; • Support and implement the OCTA Commuter Bikeways Strategic Plan and participate in future updates and revisions to the Plan; and • Reduce noise impacts of OCTA operations and facilities.	Mitigation Measure is not applicable.
5.14-7 Work closely and coordinate with Caltrans and TCA on all plans, activities, and projects that may affect state roadway facilities or transportation corridors passing through Orange. Additionally, work with these agencies to achieve the following:	Mitigation Measure is not applicable.

GP PEIR Mitigation Measure	Applicable/Not Applicable
• Provide appropriate screening to control the visual impacts of transportation facilities; • Provide landscaping within transportation facilities; • Implement the interchange at SR-55 and Meats Avenue; • Determine the feasibility of conversion or joint-use of surplus or otherwise underutilized lands under Caltrans or TCA control for open space; • Plan for noise abatement along freeways and highways; • Install, maintain, and update freeway and highway rights-of way buffers and soundwalls; and • Provide adequate visual buffers such as berms or landscaping between freeways and railways and adjacent land uses.	

Discussion

a) Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant Impact. The GP PEIR analyzes the OGP with the Congestion Management Plan (CMP). According to the GP PEIR, the City contains one Orange County CMP intersection at SR-55 northbound and southbound ramps at Katella Avenue. Implementation of the OGP would not cause this intersection to degrade to an unacceptable level. The GP PEIR states that this intersection would operate at LOS C and D for the northbound SR-55 ramps in the AM and PM peak hours, respectively. The southbound ramps to SR-55 would operate at LOS E and D in the A.M. and P.M. peak periods, respectively, with implementation of the OGP. Per the CMP, LOS E is the operating standard for roadways on the CMP highway system. Therefore, impacts to CMP designated roads or highways would be less than significant.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project would provide vehicular access via a driveway from Rancho Santiago Boulevard along the western site boundary.

The VMT Analysis was conducted using a proposed 13 dwelling units, creating a

conservative analysis since the Proposed Project proposes development of 11 single-family residential units. The Project's trip generation is based on data obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (12th Edition, 2025) and the North Orange County Collaborative VMT Traffic Study Screening Tool (NOCC+, November 2020 Update). Since the NOCC+ only provides daily trip generation, the project AM and PM peak hour trip generation was calculated based on ITE rates. Based on review of the project and ITE land use definition, ITE Land Use Code 210 – Single-Family Detached Residential was determined to adequately represent the proposed use and was selected for this analysis. The Proposed Project is forecasted to generate 100 daily trips, including 9 trips during the AM peak hour and 10 trips during the PM peak hour.

The criteria for assessing the need to prepare a transportation impact study is specific in the City of Orange Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment (July 2025) (TIA Guidelines).

As specified in the City of Orange TIA Guidelines, the requirement to prepare a transportation impact analysis with LOS analysis should be based on the following criteria:

- When either the AM or PM peak hour project trip generation exceeds 100 vehicle trips.
- Projects that generate 1,600 or more average daily trips (ADT) on the Arterial Highway System.
- Projects that generate 50 or more vehicle trips during either the AM or PM peak hour to any intersection.

The Proposed Project is forecast to generate fewer than 100 peak hour vehicle and would not contribute more than 1,600 daily vehicle trips on the Arterial Highway System nor 50 trips to an intersection during the weekday AM and PM peak hours; therefore, LOS analysis is not warranted based on the criteria established in the City's TIA Guidelines. The Proposed Project complies with the City's TIA Guidelines and does not propose any features that would conflict with the City's TIA Guidelines or Circulation Element.

The City's TIA Guidelines establish screening thresholds for certain types of projects that may be presumed to cause a less than significant VMT impact based on the substantial evidence and technical guidance provided in the Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018) ["OPR Technical Advisory"]. Further VMT analysis is not required for projects that satisfy at least one of the three following screening criteria:

- Transit Priority Areas (TPA) Screening
- Low VMT-Generating Areas Screening

- Project Type Screening

The project VMT screening assessment was performed using the NOCC+ Version 5 tool. As established in the City's TIA Guidelines, residential and office projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. Version 5 is the most recent version that implements the OCTAM that has been issued by OCTA. The NOCC+ tool found that the Proposed Project is located within TAZ #460. According to the OCTAM socio-economic data supporting the NOCC+ tool, TAZ #460 contains 419 residential households, most of which are single-family housing of approximately the same density as the Proposed Project. Additionally, the Proposed Project does not involved modifications to the surrounding roadway network. Therefore, the Proposed Project is consistent with existing land use within the TAZ and it is not expected to alter the existing built environment in such a way that would increase the rate or length of trips as estimated by the NOCC+ tool.

As shown in the NOCC+ tool, the Proposed Project is estimated to generate 17.6 VMT per service population, which is better than the General Plan Buildout and the City-established threshold of 31.3 VMT per service population. Therefore, the Proposed Project satisfies the City-established low VMT area screening and can be presumed to result in a less than significant VMT impact. The Proposed Project also does not propose any new transit, roadways, bicycle, or pedestrian facilities that would conflict with the City's Circulation Element or the OMC. The Proposed Project would adhere to all applicable policies and programs listed in the OGP. Therefore, the Proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities and no Mitigation Measures would be required.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Narrative Summary: Impacts Analyzed in the GP PEIR:

Significant and Unavoidable. The City adopted the GP PEIR in 2010, several years before the modified Section 15064.3 was required under CEQA. CEQA Guidelines Section 15064.3 provides that transportation impacts of projects are, in general, best measured by evaluating the Proposed Project's VMT. Automobile delay (level of service ((LOS)) is no longer considered an environmental impact under CEQA.

The GP PEIR discusses LOS and ADT but not VMT due to its adoption in 2010. The GP PEIR concluded that implementation of the OGP would generate 1,456,700 daily trips, which is approximately 46 percent greater than 995,000 daily trips generated under existing conditions. Overall, at the OGP level, impacts to roadway segments are considered potentially significant. The OGP includes policies and actions to provide a multimodal transportation system that meets

forecasted demands and sustains quality of life. The OGP also includes an Implementation Plan that identifies specific Implementation Programs to achieve the goals, policies, and plans. Where a potentially significant environmental impact exists, these Implementation Programs also function as programmatic Mitigation Measures. Feasible Mitigation Measures (including physical improvements) for addressing unacceptable level of service on arterial segments have been identified. Even with adherence to and implementation of the proposed policies, and implementation of Mitigation Measures 5.14-1 and 5.14-3 through 5.14-7, program-level increased traffic impacts on arterial segment level of service would be reduced, but not to a level less than significant. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (b)

No New Impact. The Proposed Project is forecasted to generate 100 daily trips, including 9 trips during the AM peak hour and 10 trips during the PM peak hour. The Proposed Project is forecasted to generate fewer than 100 peak hour vehicle trips and would not contribute more than 1,600 daily vehicle trips on the Arterial Highway System nor 50 trips to an intersection during the weekday AM and PM peak hours; therefore, LOS analysis is not warranted based on the criteria established in the City's TIA Guidelines. Furthermore, the Proposed Project satisfies the City-established low VMT area screening and can be presumed to result in a less than significant VMT impact.

A full traffic impact study is not required, and impacts are less than significant as the project complies with CEQA Guidelines Section 15064.3 subdivision (b).

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Narrative Summary: Impacts Analyzed in the GP PEIR (c)

No Impacts. The GP PEIR notes that implementation of the OGP would not increase hazards due to design features or incompatible uses. No new roadways are planned within the planning area and those that may be proposed for expansion or alteration would be subject to existing City design standards for roadways that ensure that no hazards would result. No impacts would result with implementation of the OGP.

Impacts Associated with the Proposed Project (c)

No New Impacts. Vehicular access to the Project Site would be provided via one ingress and egress driveway connecting to Rancho Santiago Boulevard. Vehicular traffic to and from the Project Site would utilize the existing network of

regional and local roadways that currently serve the Proposed Project area. The Proposed Project would not introduce any new roadways or introduce a land use that would conflict with existing urban land uses in the surrounding area. The Proposed Project includes 25-foot-wide internal driveway that would provide access to each dwelling unit. Design of the Proposed Project, including the internal private roadway, ingress, egress, and other streetscape changes are subject to the City's development standards. As a result, impacts related to vehicular circulation design features would be less than significant, and no new impacts would occur.

d) Would the project result in inadequate emergency access?

Narrative Summary: Impacts Analyzed in the GP PEIR (d)

Less Than Significant Impact with Mitigation. The GP PEIR analyzes roadway and intersection deficiencies and concluded that these deficiencies would generate traffic congestion along intersections and roadways that would also have the potential to impede emergency access. Emergency access could be hindered along the evacuation corridors of Lincoln Avenue, Katella Avenue, Chapman Avenue, and Glassel Street. With adherence to and implementation of the proposed policies described above, and implementation of Mitigation Measures 5.14-1 and 5.14-7, emergency access program-level impacts would be reduced to a less than significant level. Individual development projects would be required to undergo project-specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (d)

No New Impacts. Access to the Proposed Project would be provided via one ingress and egress driveway connecting to Rancho Santiago Boulevard and internal access to each dwelling unit would be provided by 25-foot-wide internal driveway. Access to the Proposed Project is required to comply with all applicable OMC and City design standards. The Proposed Project would be reviewed by the City and OCFA to ensure adequate emergency access. The Proposed Project also includes a fire access roadway that Is 30' at hammerhead at the eastern half of the Project Site. During construction, traffic lanes on Rancho Santiago Boulevard may be temporarily closed or controlled by construction personnel. The Proposed Project would adhere to OMC Chapter 12.64 and obtain an encroachment permit from the City of Orange Public Works Department. Any closures would be temporary and emergency access to the Project Site and surrounding area would be maintained. Additionally, according to Figure 5.7-1 of the GP PEIR, the Project Site is not located in any generalized evacuation corridor. Therefore, the Proposed Project would not result in significant impacts involving emergency access.

Conclusion

The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. Therefore, the Proposed Project's contribution to cumulative impacts related to transportation and circulation is less than significant and impacts associated with future traffic conditions would not be cumulatively considerable. With regards to the issue of Transportation, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. GP PEIR Mitigation Measures and uniformly applied development policies and standards have been implemented through the Project.

4.18 Tribal Cultural Resources

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
II. TRIBAL CULTURAL RESOURCES: Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or					X
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required for Tribal Cultural Resources.	-

Discussion

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Narrative Summary: Impacts Associated with the GP PEIR (a-b)

Less Than Significant Impact with Mitigation. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of tribal cultural resources is addressed in GP PEIR Section 5.5, Cultural Resources. The GP PEIR does not specifically discuss tribal cultural resources but discusses cultural and paleontological resources, as detailed in Section 4.5. Development according to the OGP could result in potentially significant impacts to historic, archaeological, and paleontological resources. In addition, future development could result in disturbance of human remains. By implementing the OGP policies, applying program-level mitigation at the programmatic level of analysis, Old Town Design Standards, Secretary of Interior Standards for Rehabilitation, and utilizing the site development permit and CEQA process for individual projects, the potential impact to these cultural resources would be reduced to a less than significant level.

Impacts Associated with the Proposed Project (a):

No New Impacts. Section 21074 of CEQA Guidelines defines "tribal cultural resources" as either of the following:

1. Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

a. Included or determined to be eligible for inclusion in the California Register of Historical Resources.
b. Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.

2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.
3. A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
4. A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).

As discussed in Section 4.5 of this document, the Project Site is located within a historical archaeology sensitive area and has the potential to impact archaeological resources. However, the Proposed Project would adhere to all federal, state, and local regulations as well as GP PEIR Mitigation Measures 5.5-1 through 5.5-14 to protect archaeological resources. The Project includes BMPs that further protect any potential cultural resources. The Proposed Project would follow standard unanticipated discovery regulatory measures for archaeological resources. No additional Mitigation Measures are required. With implementation of the required regulatory measures below, impacts to archaeological and historical resources, including tribal cultural resources, would be less than significant.

Impacts Associated with the Proposed Project (b):

No Impact. According to the PRC Chapter 2.5, Section 2.5, Section 21074, Tribal Cultural Resources are sites, features, places, cultural landscapes, sacred places, and items with cultural value to a California Native American tribe that are either included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in Section 5020.1.

No resources are listed on or have been identified as eligible for listing on the California Register of Historic Places within or near the Project Site and no known potential impacts to Tribal Cultural Resources would occur. The Proposed Project area was determined to have sensitivity for buried prehistoric archaeological resources; thus, the possibility of tribal cultural resources that are unknown to the

SCCIC may elevate the cultural sensitivity of the area. The Proposed Project shall adhere to the GP PEIR Mitigation Measures as well as the Proposed Project's BMPs for cultural resources. The Proposed Project's BMPs for cultural resources would be implemented if any tribal cultural resources or human remains are discovered. Implementation of these measures would ensure that Project-specific impacts would be less than significant.

Conclusion

Implementation of recommended regulatory measures would reduce the potential impacts of the Project associated with Tribal Cultural Resources to less than significant with mitigation. The Project does not result in any new significant impacts peculiar to the project or property, a substantial increase in the severity of the impacts evaluated in the EIR, or potentially significant off-site or cumulative impacts that would render Section 15183 inapplicable to the project. With regards to the issue area of Tribal Cultural Resources, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. Feasible Mitigation Measures and uniformly applied development policies and standards contained within the GP PEIR apply to the Project. Standard regulatory practices provide protection for tribal cultural resources and reduce potential impacts to less than significant.

4.19 Utilities and Service Systems

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
III. UTILITIES AND SERVICE SYSTEMS: Would the project:					
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?					X
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?					X
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?					X
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?					X
e) Comply with federal, state, and local management and reduction					X

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
statutes and regulations related to solid waste?					

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP Mitigation Measures were analyzed.	-

Discussion

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Narrative Summary: Impacts Analyzed in the GP PEIR (a-e)

Less than Significant Impact with Mitigation. The GP PEIR analyzed the impacts to utilities and service systems associated with the implementation of the OGP. Mitigation measures are applied where appropriate in the Public Services Section (Section 4.15 of this document) and the Hydrology and Water Quality Section (Section 4.10 of this document) to applicable utilities and service systems.

Additionally, the Public Services and Hydrology and Water Quality sections of this document analyzes the impacts the OGP implementation has on utilities and service systems in the City of Orange and the Mitigation Measures required to reduce impacts to a less than significant level.

Water:

Water Supply and Infrastructure: As detailed in Section 4.15, the GP PEIR analyzed existing conditions of water supply and infrastructure and the potential impacts of OGP implementation. The GP PEIR determined that impacts to water supply availability to serve the General Plan's buildout population are less than significant; however, increased population and development resulting from the OGP would create a demand for additional water infrastructure and water facilities. The City would continue to use the 7-year Capital Improvement Program to prioritize, finance, and complete various infrastructure and other projects identified in the Capital Improvement Program, which may include water infrastructure and services. Mitigation Measures 5.12-8 through 5.12-10 require the City to implement and update applicable master plans, require future development projects to contain studies and incorporated recommendations, and coordinate with applicable water districts to achieve water supply, distribution and conservation objectives. With adherence to and implementation of the OGP policies and programs and the GP PEIR Mitigation Measures, program level impacts associated with water infrastructure would be reduced to a less than significant level.

Wastewater:

The GP PEIR analyzes existing wastewater infrastructure and potential impacts due to the OGP implementation. As detailed in Section 4.15, buildout of the OGP would result in an increased need for wastewater and sewage treatment facilities. OCSD has launched plans to expand treatment capacity as well as OCSD's Facilities Capacity Charge is applied to cities and developers for new or expanded residential, commercial, and industrial development.

Implementation of Mitigation Measure 5.12-11 requires the City to adopt and update the Sewer Master Plan, and Mitigation Measure 5.12-12 requires the City to repair and improve identified areas in the 2003 Sewer Master Plan Update and require developers to pay the cost of new and improved wastewater services to project sites. With adherence to and implementation of proposed policies and Mitigation Measures, program level impacts associated with the provision of wastewater services would be reduced to a less than significant level. The specific environmental impact of constructing new wastewater collection infrastructure in the planning area cannot be determined at the General Plan level of analysis. Individual development projects would be required to evaluate the potential impacts of the proposed project in accordance with CEQA. The General Plan implements a number of programs and policies to address the potential impacts;

therefore, impacts associated with the construction and/or expansion of wastewater infrastructure are less than significant.

Solid Waste:

The GP PEIR analyzes existing conditions of the City's solid waste facilities and services. The increased population from the OGP would create a demand for additional solid waste collection and disposal capacity. The City of Orange contracts with Waste Management of Orange County for the collection of solid waste, green waste, and items for recycling. Mitigation Measure 5.12-15 requires the City to continue to contract for provision of solid waste and recycling services and Mitigation Measure 5.12-16 requires the City to continue to implement waste diversion programs and waste education programs. With adherence to and implementation of the proposed policies pertaining to solid waste described above, and implementation of Mitigation Measures 5.12-15 and 5.12-16, program-level impacts associated with solid waste services would be reduced to a less than significant level

Stormwater Drainage Facilities:

The GP PEIR discusses that construction related activities related to the implementation of the OGP could contribute additional pollutants into the City's storm drain system. Impacts related to pollutants associated with impervious surfaces are reduced primarily by City implementation of RWQCB waste discharge permits and through preparation and implementation of a SWPPP, including identification of required BMPs. A WQMP would be required to identify permanent BMPS that would control discharges to MS4s postconstruction. Additionally, because much of the new development with implementation of the OGP would be infill and redevelopment, site conditions and runoff filtration measures would improve through retrofitting and the development review process. With adherence to and implementation of these permits, proposed regulations, and policies, and implementation of Mitigation Measures 5.8-3 and 5.8-4, program-level stormwater drainage facilities would be less than significant.

Energy:

Development pursuant to the General Plan land use policy would result in the consumption of energy resources, including nonrenewable resources, through activities such as fuel consumed by construction vehicles and equipment. Fossil fuels are typically used for construction vehicles and other equipment during site clearing, grading, paving, and building. This use would have an irreversible effect on such resources. The buildout of the General Plan represents a long-term commitment to the consumption of energy resources. Mitigation Measure 5.12-13 and 5.12-14 require new development to coordinate with utility service providers to ensure adequate capacity and to encourage green building techniques and materials. With adherence to OGP policies and programs and implementation of

applicable Mitigation Measures, program-level impacts associated with the provision of energy in the form of electricity and natural gas would be reduced to a less than significant level.

Impacts Associated with the Proposed Project (a-e)

No New Impacts. The Proposed Project would be serviced by Southern California Edison for electric services, SoCalGas for natural gas services, Waste Management for Orange County for trash services, the Municipal Water District of Orange County and City-owned ground wells for domestic water supply, the Orange County Sanitation District for wastewater services, as well as a number of private telecommunication providers for cable and telecommunication services.

Water Supply and Infrastructure: The City of Orange Water Division is responsible for providing a clean, safe, potable water supply to the City of Orange. The City receives water from three main sources: groundwater through 15 active wells managed by the Orange County Water District (OCWD), surface water from the Serrano Water District, and imported surface water from the Metropolitan Water District of Southern California (MWD) from the Colorado River and the State Water Project in Northern California1. The 2020 Urban Water Management Program concluded that the City would have adequate supply to meet water demand during normal, single dry, and multiple dry years over the next 25 years. The Proposed Project would replace the existing 10-inch CIP on Rancho Santiago Boulevard with a new 12-inch diameter DIP or C900 main and other minor water related improvements. The Proposed Project is consistent with the OGP and OMC and was reflected in the City's demand calculations.

Wastewater: The Proposed Project would be served by the City of Orange Public Works Department for wastewater (sanitary sewer) collection service. The Proposed Project is located within a developed area and there is an existing sanitary sewer main in North Rancho Santiago Blvd, adjacent to the Proposed Project. The Proposed Project would be required to connect to this existing sanitary sewer line. In addition to the Proposed Project's CIP replacement, the wastewater infrastructure and facilities would be adequate to serve the wastewater collection requirements of the Proposed Project. Therefore, no impacts to public facilities would be anticipated.

Solid Waste: The Proposed Project is the construction of 11 single-family residential dwelling units. The proposed square footage of the two-story buildings is between 2,425 and 2,724 square feet. The Proposed Project's contribution of solid waste would be minimal and would not significantly impact solid waste collection or landfill operations. Furthermore, as with all residences in the City, the individual units are subject to curbside recycling and green waste separation requirements. No impacts are anticipated.

Stormwater Drainage Facilities: The Proposed Project is the construction of 11 single-family residential dwelling units. .Per Title 7, Chapter 7.01, Water Quality and Stormwater Discharges, of the OMC, the Applicant would be required to include specific design Best Management Practices to ensure that no storm water runoff generated on the Project Site would leave it without pre-treatment for urban pollutants. The Applicant has prepared a Preliminary Water Quality Management Plan (WQMP), which includes specific design features during construction and operations to ensure that no storm water runoff generated on the Project Site would leave it without pre-treatment for urban pollutants (Rancho Ridge, Hunsaker & Associates Irvine, Inc., March 23, 2023). Under proposed conditions, the developed site would gently slope to the west, with surface runoff from each lot conveyed as sheet flow to the curb and gutter. Runoff would be conveyed westerly to a catch basin where the 85th percentile storm event volume and the 2-year detention volume for hydromodification control would be detained in a subsurface detention facility prior to discharging to two (2) drywells. Flows exceeding this volume would be conveyed to Rancho Santiago Boulevard and conveyed southerly as gutter flow prior to discharging to an existing catch basin located at the northeast corner of Ranch Santiago Boulevard and East Walnut Avenue. The Property Owner/Developer would be required to comply with Title 7, Chapter 7.01.060 of the City's code and implement all recommendations contained within the WQMP.

The Project Site is more than 1 acre; therefore, the Property Owner/Developer would be required to comply with the requirements of the NPDES MS4 Permit Construction General Permit Order 2009-0009- DWQ and prepare a SWPPP. The SWPPP would generally contain a site map showing the construction perimeter, existing and proposed buildings, storm water collection and discharge points, general pre- and post-construction topography, drainage patterns across the site, and adjacent roadways. For ongoing operations, in lieu of providing on site treatment, the developer would pay a Low Impact Development Fee that would apply towards the construction of an offsite mitigation project. Therefore, with compliance with Title 7, Chapter 7.01 of the City's Code, potential impacts associated with storm water drainage would be less than significant.

Energy: The Proposed Project is located within the Southern California Edison (SCE) service territory. SCE would conduct utility services, where applicable, to assess whether modifications to the existing electrical infrastructure are required to serve the project.

Southern California Gas (SoCalGas) has facilities in the area of the proposed project. SoCalGas would provide natural gas services in accordance with SoCalGas policies and extension rules on file with the California Public Utilities Commission (CPUC) at the time contractual arrangements are made. AT&T,

Charter, and Comcast have facilities to serve the project with both cable services and telecommunication services.

Conclusion

Potential impacts of the Proposed Project associated with Utilities and Service Systems would be less than significant, and no mitigation would be required. The Proposed Project would not result in any impacts beyond those identified in the GP PEIR. The Proposed Project contains no substantial changes to the implementation of the General Plan, there have been no substantial changes in circumstances, and no new information has become available, not known and could not have been known, at the time that PEIR was certified, that would require major revisions to PEIR. With regards to the issue area of Utilities and Service Systems, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. Feasible Mitigation Measures and uniformly applied development policies and standards contained within the GP PEIR apply to the Project.

4.20 Wildfire

Impact Analysis

CEQA THRESHOLDS	Project Peculiar Impact that is not Substantially Mitigated by Uniform Applied Policies	Significant Impact not Analyzed as Significant in the GP PEIR	Potentially Significant Offsite or Cumulative Impact not Discussed in the GP PEIR	Adverse Impact More Severe Based on Substantial New Information	No New Impact from GP PEIR
IV. WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?					X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?					X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?					X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?					X

General Plan PEIR Mitigation Measures

General Plan PEIR Mitigation Measure	Applicable/Not Applicable
No GP PEIR Mitigation Measures were required.	-

Discussion

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Narrative Summary: Impacts Analyzed in the GP PEIR (a)

Less Than Significant. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of wildfire hazards and emergency response is addressed in GP PEIR Section 5.7 – Hazards and Hazardous Materials. Mitigation Measures 5.7-1, 5.7-3, and 5.7-7 address emergency plans in the GP PEIR. According to the GP PEIR, the City has a Multi-Hazard Functional Plan. However, this plan does not indicate evacuation routes for emergency services (GP PEIR, page 5.7-4). Although the City does not have designated emergency evacuation routes, the GP PEIR lists out some of the City's major east-west and north-south arterials as generalized evacuation routes. The City's planning area is almost entirely developed; future development would primarily involve infill and redevelopment. Accordingly, new development is expected to be minimal and is therefore not expected to impair implementation of, or physically interfere with, the City's Local Hazard Mitigation Plan (LHMP) or the City's Emergency Operations Plan (EOP). The City's LHMP was created to be consistent with the Federal Emergency Management Agency (FEMA)'s requirements and works in conjunction with the OGP and EOP. Although new development is anticipated to have minimal impact on the LHMP, the plan would be updated as necessary to reflect changes in the planning area. Adhering to existing regulations and plans ensures that impacts on emergency plans remain insignificant, requiring no mitigation.

Impacts Associated with the Proposed Project (a)

No New Impacts. The Proposed Project would allow emergency access to the Project Site through the western driveway off of Rancho Santiago Boulevard. The Proposed Project would be reviewed by the City and OCFA to ensure adequate emergency access. The Proposed Project also includes a fire access roadway that Is 30' at hammerhead at the eastern half of the Project Site. As discussed under Section 4.17 – Transportation, the Project Site would obtain all required permits, including an encroachment permit, and comply with all applicable regulations as listed in the OMC and by OCFA to minimize any obstruction to emergency services or access. Additionally, the Proposed Project would adhere to all GP PEIR Mitigation Measures and follows the City's Public Safety Element's

policies and actions. Therefore, the Proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. Therefore, there are no new impacts beyond what is analyzed in the GP PEIR, and no new mitigation is required.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Narrative Summary: Impacts Analyzed in the GP PEIR:

Less than Significant Impact. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of wildfire hazards is addressed in GP PEIR Section 5.7 – Hazards and Hazardous Materials. Development associated with the OGP may occur within and adjacent to wildlands, thereby exposing people or structures to a significant risk of loss, injury, or death involving wildland fires. None of the OGP land use focus areas are located within wildland areas. New development in previously undeveloped areas, especially in the hillsides and canyons of the eastern portion of the planning area, could increase risk of exposure to wildfire hazards. This represents a potentially significant impact. To prevent injury and loss due to fire hazards in undeveloped hillside areas, the City would continue to update and provide maps delineating areas that could face fire hazards, and enforce municipal code and development review that ensure minimum road widths, clearance areas, and access to adequate fire protection services. The City would also continue to provide education regarding wildland fire risks as well as fire safety strategies. The OGP also requires the City to review new developments and fire services to ensure adequate emergency services and facilities to residents and businesses. Coordinating with adjacent local cities, and participating in regional, state, and federal programs would better prepare the City for wildfire emergencies and reduce fire-related risks.

Impacts Associated with the Proposed Project (b)

No New Impacts. According to the 2025 CAL FIRE Fire Hazard Severity Zones (FHSZ) Map Viewer, the Project Site is located in a Very High Fire Hazard Severity Zone (VHFHSZ) in a Local Responsibility Area (LRA) (Figure 7 – Fire Hazard Severity Zones). This means that the Proposed Project is required to comply with Chapter 7A of the CBC/the Wildland-Urban Interface (WUI) Code as well as the City's local fire procedures and regulations. The built environment surrounding the Project Site consists of residential, Church use, and commercial service uses. The Project Site is relatively flat and is not located within or immediately adjacent to any hillside areas. The Proposed Project would be subject to the standards and requirements set forth in the 2022 California Fire and Building Codes, which require structural resilience for all types of fire conditions. Therefore, no new impact would occur.

Furthermore, a fire behavior modeling summary (**Appendix I**) and a conceptual fuel modification plan (**Appendix J**) were prepared for the Proposed Project to analyze fire behavior potential for the Proposed Project. Three fire scenarios were evaluated, including three summer, onshore weather conditions (north, northeast, and east of the Project Site). The Project Site is currently an undeveloped, vacant lot that is situated between existing development, including commercial and residential properties directly to the north and existing residential properties directly to the south, west, and east. The El Modena Open Space area is approximately 600 feet to the east and is separated by an existing residential community. The El Modena Open Space features a west-facing, relatively steep hillside that ranges from approximately 35 percent to 45 percent. Fuels and terrain within the nearby El Modena Open Space areas east of the Project Site could produce flying embers that may affect the Proposed Project; however, the west-facing hillside slopes downwards towards the existing residential community that separates the Proposed Project site from the open space area, which acts as a benefit to the property because a fire burning uphill spreads faster than those burning on flat terrain or downhill as uphill vegetation is pre-heated and dried in advance of the flaming front, resulting in faster ignition rates.

The modeling found that wildfire behavior in the areas surrounding the Project Site during existing conditions (before the Proposed Project is developed) is expected to be primarily of moderate to high intensity through the non-maintained moderate- to high-load surface grass-shrub and chaparral dominated vegetation south of the site. Worst-case fire behavior under peak weather conditions is anticipated to be a wind-driven fire from the east/southeast during the fall. Under such conditions, expected surface flame length are expected to reach approximately 43 feet with wind speeds of 50+ miles per hour. Under this scenario, fireline intensities reach 20,575 BTU/feet/second with moderate spread rates of 6.4 mph and could have a spotting distance up to 2.4 miles away.

For post-project conditions where the Proposed Project is developed, post development fire behavior expected in the irrigated and replanted with plants that are acceptable with the City of Orange Fire Department (OFD) (FMZ Zone A – Gr1) under peak weather conditions experience a significant reduction in flame length and intensity. Fuel modification would result in approximately 4.0 feet by the time the inner portions of the FMZ are reached. During extreme Santa Ana weather conditions, a fire approaching from the east within the development footprint would have very low fire intensity and spotting distances due to the higher live and dead fuel moisture contents. These reduction of flame lengths and intensities are assumed to occur within the fuel modification that is achieved for most of the property. Therefore, fuel modification zones proposed for the Proposed Project are appropriate and would provide approximately two times the flame length of the worst-case fire scenario under peak weather conditions

in the hillsides to the east and would provide adequate defensible space to augment a wildfire approaching the perimeter of the Project Site. Therefore, development of the Proposed Project would improve the Project Site's conditions for fire behavior and would not exacerbate fire risks.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Narrative Summary: Impacts Analyzed in the GP PEIR (c)

Less than Significant Impact. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of wildfire hazards is addressed in General Plan Final PEIR Section 5.7, Hazards and Hazardous Materials. The urbanized nature of Orange and the adjacent areas significantly reduces the threat of large, catastrophic wildfires within the City. Because the planning area is almost entirely built out, most development anticipated under the OGP would involve infill and/or redevelopment of existing uses. Accordingly, new development is expected to be limited to urban areas and would not involve expansion of urban uses onto lands located within or adjacent to wildland fire hazards areas. Additionally, the City conducts discretionary review and CEQA review of all projects and requires mitigation for any potential wildland fire hazard impacts. With adherence to existing policies and regulations, impacts associated with wildland fire hazards would be reduced to a level less than significant. No mitigation is required.

Impacts Associated with the Proposed Project (c)

No New Impacts. Because the Project Site is located within a VHFHSZ, the Proposed Project is required to comply with Chapter 7A of the CBC/the WUI Code as well as the City's local fire procedures and regulations. The Proposed Project includes an approved fuel modification plan (see **Appendix J**) and a Fire Behavior Modeling summary (**Appendix I** – Fire Behavior Modeling Summary). The Proposed Project is surrounded by built infrastructure including roads, utilities (electricity and gas), sewer lines, and waterlines and would not necessitate the construction of new infrastructure. Development of the Proposed Project does not include any additional infrastructure improvements that increase capacity beyond what is already planned for within the existing urban area in the GP PEIR. The Proposed Project would be constructed in compliance with applicable building and fire codes. Additionally, OCFA would review all building plans for adequate fire suppression, fire access, and emergency evacuation. Therefore, no impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Narrative Summary: Impacts Analyzed in the GP PEIR:

Less than Significant Impact with Mitigation. The City certified the GP PEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of wildfire hazards is addressed in GP PEIR Section 5.7 – Hazard and Hazardous Materials. Development associated with OGP implementation in the hillside and basin areas would contribute to the potential for flood hazards by altering existing runoff and absorption rates. Portions of Orange are also susceptible to flood events related to dam failure resulting from a significant earthquake. Areas below the dams have high potential for inundation in the unlikely event of a catastrophic dam failure. The GP PEIR includes Mitigation Measure 5.8-1 and 5.8-2 to reduce risks related to flooding. The OGP also includes policies and actions that target flood risks, such as ensuring that new development would follow the latest building and fire codes.

The western portion of the planning area bounded by the Santa Ana River and the City boundary are also located within 100-year flood areas. Additionally, backwater into Santiago Creek, Limestone Creek, and immediately adjacent to Santiago Reservoir tributary drainage are classified as 100-year storm event areas due to their water surface elevations. Development associated with the OGP implementation in the hillside and basin areas would contribute to the potential for flood hazards by altering existing runoff and absorption rates. This is a potentially significant impact. Portions of Orange are also susceptible to flood events related to dam failure resulting from a significant earthquake. The Villa Park Dam and Santiago Dam are located along Santiago Creek in the foothills of East Orange. Peters Canyon Dam is located within Peters Canyon about 2 miles west of Irvine Lake. The land use focus areas, where the majority of growth would occur under the OGP, are not located in the vicinity of the dams. However, areas below (downstream from) the dams, including large areas within the City of Orange and some of the focus areas, have high potential for inundation in the unlikely event of catastrophic dam failure. This is a potentially significant impact.

The OGP requires that appropriate flood control measures be implemented along Santiago Creek and throughout the planning area to reduce the risks from localized flooding. Additional flood prevention methods such as provision of detention basins and on-site storm water drainage would be required of developers to reduce runoff into the City's drainage facilities and to provide adequate drainage for new developments.

With adherence to and implementation of the proposed regulations and policies and implementation of Mitigation Measures 5.8-1 and 5.8-2, exposure of people and structures to significant risks, such as downstream flooding, would be reduced

to less than significant. Individual development projects would be required to undergo project specific environmental review. If project-level significant impacts are identified, specific Mitigation Measures would be required under CEQA.

Impacts Associated with the Proposed Project (d)

No New Impacts. The built environment surrounding the Project Site consists of residential, Church use, and commercial service uses. The Project Site is relatively flat and is not located within or immediately adjacent to any hillside areas. The Project Site is also not located within a floodplain. The Proposed Project would be subject to the standards and requirements set forth in the 2022 California Fire Code and 2022 CBC. Therefore, potential impacts associated with the exposure of people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes would be less than significant, and no mitigation would be required.

Conclusion

Potential impacts identified for the Proposed Project would not be greater than what were identified in the GP PEIR; therefore, the Proposed Project would not create a new significant impact or a substantial increase in the severity of previously identified impacts. Additionally, no new information of substantial importance that was not known and could not have been known at the time the GP PEIR was certified is available that would change the prior finding of no impact. With regards to the issue area of Utilities and Service Systems, the following findings can be made:

1. No peculiar impacts to the Project or its site have been identified.
2. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP PEIR.
3. No substantial new information has been identified which results in an impact which is more severe than anticipated by the GP PEIR.
4. No new Mitigation Measures would be required because Project-specific impacts would be less than significant. Feasible Mitigation Measures and uniformly applied development policies and standards contained within the GP PEIR apply to the Project.

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Appendix A

Rancho Ridge Infill Project Air Quality, Global Climate Change, and Energy Impact Study

Ganddini Group, Inc.

March 31, 2023

RANCHO RIDGE INFILL PROJECT AIR QUALITY, GLOBAL CLIMATE CHANGE, AND ENERGY IMPACT ANALYSIS

City of Orange

March 31, 2023

Traffic Engineering ● Transportation Planning ● Parking ● Noise & Vibration
Air Quality ● Global Climate Change ● Health Risk Assessment

RANCHO RIDGE INFILL PROJECT AIR QUALITY, GLOBAL CLIMATE CHANGE, AND ENERGY IMPACT ANALYSIS

City of Orange

March 31, 2023

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Project No. 19594

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EXECUTIVE SUMMARY

The purpose of this air quality, global climate change, and energy impact analysis is to provide an assessment of the impacts resulting from development of the proposed Rancho Ridge Infill project and to identify measures that may be necessary to reduce potentially significant impacts.

Construction-Source Emissions

Project construction-source emissions would not exceed applicable regional thresholds of significance established by the South Coast Air Quality Management District (SCAQMD). For localized emissions, the project will not exceed applicable Localized Significance Thresholds (LSTs) established by the SCAQMD.

Project construction-source emissions would not conflict with the Basin Air Quality Management Plan (AQMP). As discussed herein, the project will comply with all applicable SCAQMD construction-source emission reduction rules and guidelines. Project construction source emissions would not cause or substantively contribute to violation of the California Ambient Air Quality Standards (CAAQS) or National Ambient Air Quality Standards (NAAQS).

Established requirements addressing construction equipment operations, and construction material use, storage, and disposal requirements act to minimize odor impacts that may result from construction activities. Moreover, construction-source odor emissions would be temporary, short-term, and intermittent in nature and would not result in persistent impacts that would affect substantial numbers of people. Potential construction-source odor impacts are therefore considered less than significant.

Operational-Source Emissions

Project operational-sourced emissions would not exceed applicable regional thresholds of significance established by the SCAQMD. Project operational-source emissions would not result in or cause a significant localized air quality or toxic air contaminant (TAC) impacts as discussed in the Operations-Related Local Air Quality Impacts section of this report. Additionally, project-related trips will not cause or result in CO concentrations exceeding applicable state and/or federal standards (CO "hotspots). Project operational-source emissions would therefore not adversely affect sensitive receptors within the vicinity of the project.

Project operational-source emissions would not conflict with the Basin Air Quality Management Plan (AQMP). The project's emissions meet SCAQMD regional thresholds and will not result in a significant cumulative impact. The project does not propose any such uses or activities that would result in potentially significant operational-source odor impacts. Potential operational-source odor impacts are therefore considered less than significant.

Greenhouse Gases

Project-related greenhouse gas (GHG) emissions would not exceed the SCAQMD draft screening threshold of 3,000 $MTCO_2e$ per year for all land uses.

Furthermore, the project would not conflict with the goals of AB-32, SB-32, CARB Scoping Plan; therefore, the project would not conflict with an applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases and impacts are considered to be less than significant.

Energy

For new development such as that proposed by the Rancho Ridge Infill project, compliance with California Building Standards Code Title 24 energy efficiency requirements (CALGreen), are considered demonstrable evidence of efficient use of energy. As discussed below, the project would provide for, and promote, energy

efficiencies required under other applicable federal and State of California standards and regulations, and in so doing would meet or exceed all California Building Standards Code Title 24 standards. Moreover, energy consumed by the project's operation is calculated to be comparable to, or less than, energy consumed by other residential uses of similar scale and intensity that are constructed and operating in California. On this basis, the project would not result in the inefficient, wasteful, or unnecessary consumption of energy. Impacts are considered to be less than significant.

1. INTRODUCTION

This section describes the purpose of this air quality, global climate change, and energy impact analysis, project location, proposed development, and study area.

Figure 1 shows the project location map and Figure 2 illustrates the project site plan.

PURPOSE AND OBJECTIVES

This study was performed to address the possibility of regional/local air quality impacts and global climate change impacts, from project related air emissions. The objectives of the study include:

- Documentation of the atmospheric setting
- Discussion of criteria pollutants and greenhouse gases
- Discussion of the air quality and global climate change regulatory framework
- Analysis of the construction related air quality and greenhouse gas emissions
- Analysis of the operations related air quality and greenhouse gas emissions
- Analysis of the conformity of the proposed project with the SCAQMD AQMP
- Analysis of the project's energy use during construction and operation
- Recommendations for mitigation/emissions reduction measures

The City of Orange is the lead agency for this air quality and greenhouse gas analysis, in accordance with the California Environmental Quality Act authorizing legislation. Although this is a technical report, every effort has been made to write the report clearly and concisely. To assist the reader with terms unique to air quality and global climate change, a definition of terms has been provided in Appendix A.

PROJECT LOCATION

The approximately 1.93-acre project site is located at 647 North Rancho Santiago Boulevard (APN 379-301-05) in the City of Orange, California. The project site is currently vacant. A vicinity map showing the project location is provided on Figure 1.

PROJECT DESCRIPTION

The proposed project involves construction of 13 single-family residential dwelling units on 6,000 square foot lots. The proposed square footage of the two-story buildings is between 1,900 and 2,400 square feet. Project access is proposed via one full access driveway at Rancho Santiago Boulevard located at the southwest corner of the project site. The project proposes 62 parking spaces (26 garage parking spaces at 2 parking spaces per unit, 26 driveway parking spaces at 2 parking spaces per unit, and 10 guest parking spaces). Figure 2 illustrates the proposed site plan.

PHASING AND TIMING

The proposed project is anticipated to be operational in 2026. The project is anticipated to be built in one phase with project construction to start no sooner than the beginning of September 2024, and taking approximately two years to complete. Even if construction was to occur any time after the respective dates, the analysis represents "worst-case" since emission factors for construction decrease as time passes and the analysis year increases due to emission regulations becoming more stringent.[1]

[1] As shown in the California Emissions Estimator Model (CalEEMod) User's Guide Version 2020.4.0, Section 4.3.2 "OFFROAD Equipment" as the analysis year increases, emission factors for the same equipment pieces decrease due to the natural turnover of older equipment being replaced by newer less polluting equipment and new regulatory requirements.

Sensitive Receptors in Project Vicinity

Those who are sensitive to air pollution include children, the elderly, and persons with preexisting respiratory or cardiovascular illness. For purposes of CEQA, the SCAQMD considers a sensitive receptor to be a location where a sensitive individual could remain for 24 hours, such as residences, hospitals, or convalescent facilities (South Coast Air Quality Management District 2008). Commercial and industrial facilities are not included in the definition because employees do not typically remain on-site for 24 hours.

The nearest sensitive receptors to the project site are the single-family residential uses located adjacent to the east and south and approximately 60 feet (~18 meters) to the west (across Rancho Santiago Boulevard) of the project site. In addition, Enderby Field/Santiago Charter Middle School is located approximately 215 feet south of the project site. Other air quality sensitive land uses are located further from the project site and would experience lower impacts.

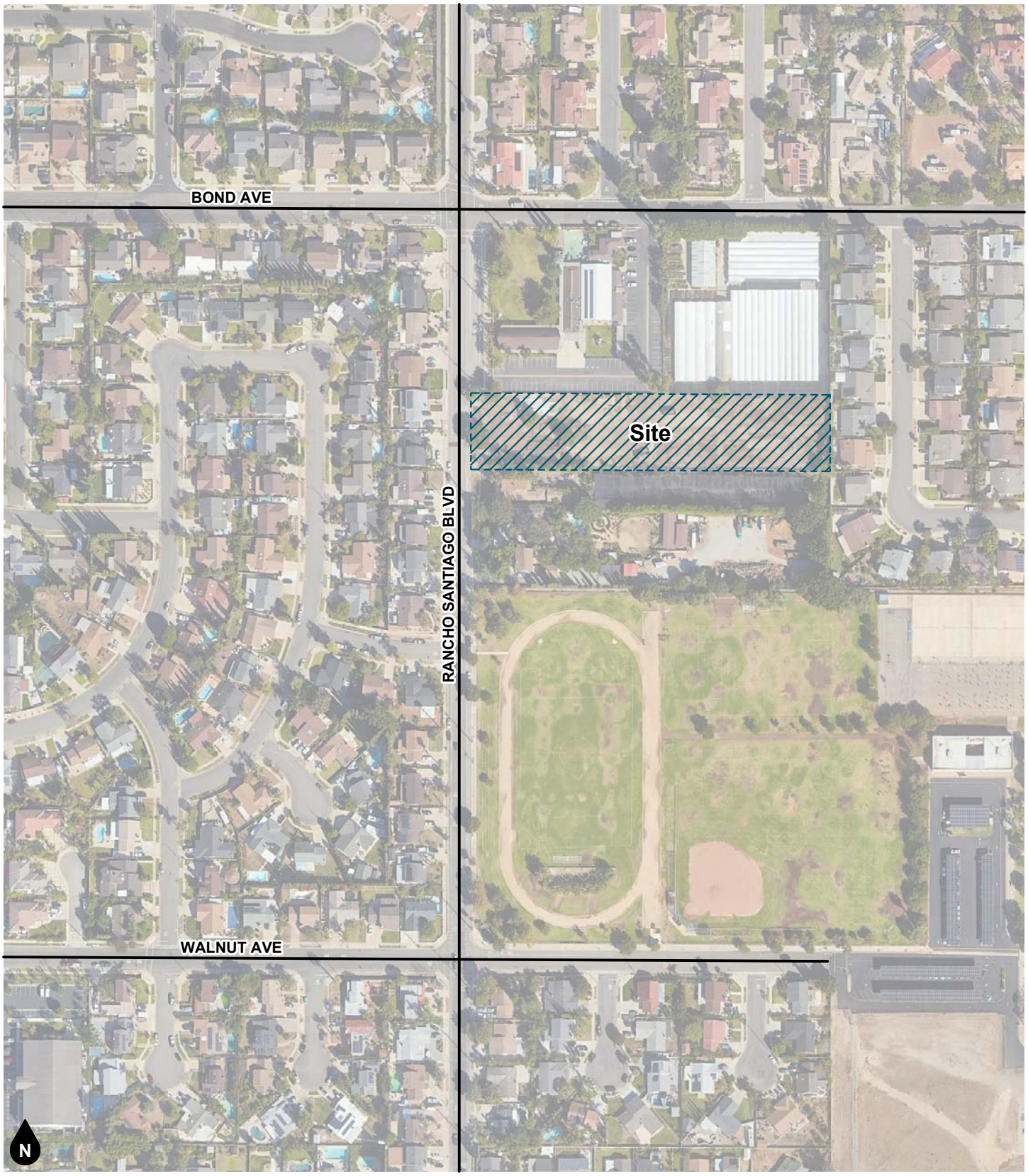

Figure 1
Project Location Map

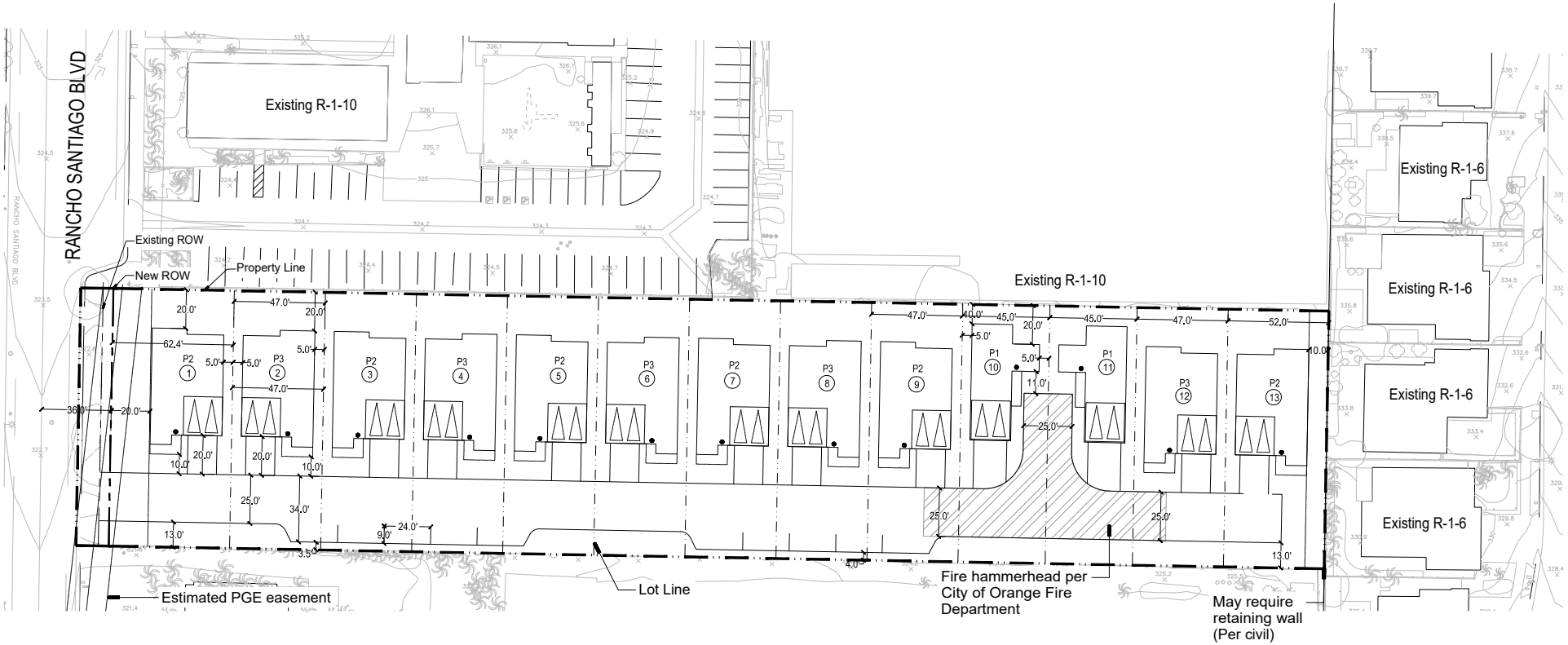

Figure 2
Site Plan

2. AIR QUALITY ANALYSIS

EXISTING AIR QUALITY CONDITIONS

Local Air Quality

The proposed project site is located in the northern portion of Orange County, in the City of Orange. The City of Orange is located within the South Coast Air Basin (Basin), which is surrounded by mountains trapping the air and its pollutants in the valleys or basins below. The Basin includes all of Orange County and the non-desert portions of Los Angeles, San Bernardino, and Riverside Counties. Bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east, the Basin is an area of high air pollution potential. The regional climate within the Basin is considered semi-arid and is characterized by warm summers, mild winters, infrequent seasonal rainfall, moderate daytime onshore breezes, and moderate humidity. Air quality within the Basin is influenced by a wide range of emissions sources—such as dense population centers, heavy vehicular traffic, and industry. Climate change within the Basin is influenced by a wide range of emission sources, such as utility usage, heavy vehicular traffic, industry, and meteorology.

The annual average temperature varies throughout the Basin, ranging from the low to mid 60s to over 100 degrees during the summer, measured in Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The City of Orange is located in the Central Orange County portion of the Basin.

The Basin experiences a persistent temperature inversion, which is characterized by increasing temperature with increasing altitude. This inversion limits the vertical dispersion of air contaminants, holding them relatively near the ground. As the sun warms the ground and the lower air layer, the temperature of the lower air layer approaches the temperature of the base of the inversion (upper) layer until the inversion layer finally breaks, allowing vertical mixing with the lower layer.

Aside from a persistent temperature inversion, the vertical dispersion of air contaminants in the Basin is also affected by wind conditions. The combination of stagnant wind conditions and low inversions produces the greatest pollutant concentrations. Conversely, on days of no inversion or high wind speeds, ambient air pollutant concentrations are the lowest. During periods of low inversions and low wind speeds, air pollutants generated in urbanized areas in the Basin are transported eastward, predominantly into Riverside and San Bernardino Counties. Santa Ana winds, which are strong and dry north or northeasterly winds that occur during the fall and winter months, disperse air contaminants differently through the Basin, generally resulting in worse air conditions in the inner basin areas. Santa Ana conditions tend to last for several days at a time. Wind speeds in the City of Orange annual average about 11.48 miles per hour (mph) (USA.com 2023).

The majority of annual rainfall in the Basin occurs between December and March. Summer rainfall is minimal and generally limited to scattered thundershowers in coastal regions. The annual average total of rainfall in the City is approximately 15.92 inches (USA.com 2023).

In the winter, light nocturnal winds result mainly from the drainage of cool air off of the mountains toward the valley floor while the air aloft over the valley remains warm. This forms a type of inversion known as a radiation inversion. Such winds are characterized by stagnation and poor local mixing and trap pollutants such as automobile exhaust near their source. While these inversions may lead to air pollution "hot spots" in heavily developed coastal areas of the basin, there is not enough traffic in inland valleys to cause any winter air pollution problems. Despite light wind conditions, especially at night and in the early morning, winter is generally a period of good air quality in the project vicinity.

The temperature and precipitation levels for the City of Anaheim, the closest monitoring station to the project site, are shown below in Table 1. Table 1 shows that August is typically the warmest month and December is

typically the coolest month. Rainfall in the project area varies considerably in both time and space. Almost all the annual rainfall comes from the fringes of mid-latitude storms from late November to early April, with summers being almost completely dry.

Table 1
Local Monthly Climate Data

Descriptor	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Avg. Max. Temperature	69.7	69.9	72.2	74.6	77.1	80.2	85.2	86.9	85.8	81.3	73.0	70.2
Avg. Min. Temperature	47.3	48.4	50.4	52.9	57.3	60.6	64.0	64.4	62.2	57.8	50.2	47.4
Avg. Total Precipitation (in.)	3.39	3.34	2.07	0.82	0.35	0.16	0.03	0.00	0.09	0.66	1.09	2.26

Source: https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca0192
Data from the Anaheim, CA station (040192).

Pollutants

Pollutants are generally classified as either criteria pollutants or non-criteria pollutants. Federal ambient air quality standards have been established for criteria pollutants, whereas no ambient standards have been established for non-criteria pollutants. For some criteria pollutants, separate standards have been set for different periods. Most standards have been set to protect public health. For some pollutants, standards have been based on other values (such as protection of crops, protection of materials, or avoidance of nuisance conditions). A summary of federal and state ambient air quality standards is provided in the Regulatory Framework section.

Criteria Pollutants

The criteria pollutants consist of: ozone, nitrogen dioxide, carbon monoxide, sulfur dioxide, lead, and particulate matter. These pollutants can harm your health and the environment, and cause property damage. The Environmental Protection Agency (EPA) calls these pollutants "criteria" air pollutants because it regulates them by developing human health-based and/or environmentally-based criteria for setting permissible levels. The following provides descriptions of each of the criteria pollutants.

Nitrogen Dioxides

Nitrogen Oxides (NOx) is the generic term for a group of highly reactive gases which contain nitrogen and oxygen. While most NOx are colorless and odorless, concentrations of nitrogen dioxide (NO_2) can often be seen as a reddish-brown layer over many urban areas. NOx form when fuel is burned at high temperatures, as in a combustion process. The primary manmade sources of NOx are motor vehicles, electric utilities, and other industrial, commercial, and residential sources that burn fuel. NOx reacts with other pollutants to form, ground-level ozone, nitrate particles, acid aerosols, as well as NO_2, which cause respiratory problems. NOx and the pollutants formed from NOx can be transported over long distances, following the patterns of prevailing winds. Therefore, controlling NOx is often most effective if done from a regional perspective, rather than focusing on the nearest sources.

Ozone

Ozone (O_3) is not usually emitted directly into the air but at ground-level is created by a chemical reaction between NOx and volatile organic compounds (VOC) in the presence of sunlight. Motor vehicle exhaust, industrial emissions, gasoline vapors, chemical solvents as well as natural sources emit NOx and VOC that help form ozone. Ground-level ozone is the primary constituent of smog. Sunlight and hot weather cause ground-level ozone to form with the greatest concentrations usually occurring downwind from urban areas. Ozone is subsequently considered a regional pollutant. Ground-level ozone is a respiratory irritant and an oxidant that increases susceptibility to respiratory infections and can cause substantial damage to vegetation and other materials. Because NOx and VOC are ozone precursors, the health effects associated with ozone are also indirect health effects associated with significant levels of NOx and VOC emissions.

Carbon Monoxide

Carbon monoxide (CO) is a colorless, odorless gas that is formed when carbon in fuel is not burned completely. It is a component of motor vehicle exhaust, which contributes about 56 percent of all CO emissions nationwide. In cities, 85 to 95 percent of all CO emissions may come from motor vehicle exhaust. Other sources of CO emissions include industrial processes (such as metals processing and chemical manufacturing), residential wood burning, and natural sources such as forest fires. Woodstoves, gas stoves, cigarette smoke, and unvented gas and kerosene space heaters are indoor sources of CO. The highest levels of CO in the outside air typically occur during the colder months of the year when inversion conditions are more frequent. The air pollution becomes trapped near the ground beneath a layer of warm air. CO is described as having only a local influence because it dissipates quickly. Since CO concentrations are strongly associated with motor vehicle emissions, high CO concentrations generally occur in the immediate vicinity of roadways with high

traffic volumes and traffic congestion, active parking lots, and in automobile tunnels. Areas adjacent to heavily traveled and congested intersections are particularly susceptible to high CO concentrations.

CO is a public health concern because it combines readily with hemoglobin and thus reduces the amount of oxygen transported in the bloodstream. The health threat from lower levels of CO is most serious for those who suffer from heart disease such as angina, clogged arteries, or congestive heart failure. For a person with heart disease, a single exposure to CO at low levels may cause chest pain and reduce that person's ability to exercise; repeated exposures may contribute to other cardiovascular effects. High levels of CO can affect even healthy people. People who breathe high levels of CO can develop vision problems, reduced ability to work or learn, reduced manual dexterity, and difficulty performing complex tasks. At extremely high levels, CO is poisonous and can cause death.

Sulfur Dioxide

Sulfur Oxide (SOx) gases (including sulfur dioxide [SO2]) are formed when fuel containing sulfur, such as coal and oil is burned, and from the refining of gasoline. SOx dissolve easily in water vapor to form acid and interacts with other gases and particles in the air to form sulfates and other products that can be harmful to people and the environment.

Lead

Lead (Pb) is a metal found naturally in the environment as well as manufactured products. The major sources of lead emissions have historically been motor vehicles and industrial sources. Due to the phase out of leaded gasoline, metal processing is now the primary source of lead emissions to the air. High levels of lead in the air are typically only found near lead smelters, waste incinerators, utilities, and lead-acid battery manufacturers. Exposure of fetuses, infants and children to low levels of lead can adversely affect the development and function of the central nervous system, leading to learning disorders, distractibility, inability to follow simple commands, and lower intelligence quotient. In adults, increased lead levels are associated with increased blood pressure.

Particulate Matter

Particulate matter (PM) is the term for a mixture of solid particles and liquid droplets found in the air. Particulate matter is made up of a number of components including acids (such as nitrates and sulfates), organic chemicals, metals, and soil or dust particles. The size of particles is directly linked to their potential for causing health problems. Particles that are less than 10 micrometers in diameter (PM10) are the particles that generally pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. Particles that are less than 2.5 micrometers in diameter (PM2.5) have been designated as a subset of PM10 due to their increased negative health impacts and its ability to remain suspended in the air longer and travel further.

Reactive Organic Gases (ROG) and Volatile Organic Compounds (VOC)

Although not a criteria pollutant, reactive organic gases (ROGs), or volatile organic compounds (VOCs), are defined as any compound of carbon—excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate—that participates in atmospheric photochemical reactions. Although there are slight differences in the definition of ROGs and VOCs, the two terms are often used interchangeably. Indoor sources of VOCs include paints, solvents, aerosol sprays, cleansers, tobacco smoke, etc. Outdoor sources of VOCs are from combustion and fuel evaporation. A reduction in VOC emissions reduces certain chemical reactions that contribute to the formulation of ozone. VOCs are transformed into organic aerosols in the atmosphere, which contribute to higher PM10 and lower visibility.

Other Pollutants of Concern

Toxic Air Contaminants

In addition to the above-listed criteria pollutants, toxic air contaminants (TACs) are another group of pollutants of concern. Sources of toxic air contaminants include industrial processes such as petroleum refining and chrome plating operations, commercial operations such as gasoline stations and dry cleaners, and motor vehicle exhaust. Cars and trucks release at least forty different toxic air contaminants. The most important of these toxic air contaminants, in terms of health risk, are diesel particulates, benzene, formaldehyde, 1,3-butadiene, and acetaldehyde. Public exposure to toxic air contaminants can result from emissions from normal operations as well as from accidental releases. Health effects of toxic air contaminants include cancer, birth defects, neurological damage, and death.

Toxic air contaminants are less pervasive in the urban atmosphere than criteria air pollutants, however they are linked to short-term (acute) or long-term (chronic or carcinogenic) adverse human health effects. There are hundreds of different types of toxic air contaminants with varying degrees of toxicity. Sources of toxic air contaminants include industrial processes, commercial operations (e.g., gasoline stations and dry cleaners), and motor vehicle exhaust.

According to the 2013 California Almanac of Emissions and Air Quality, the majority of the estimated health risk from toxic air contaminants can be attributed to relatively few compounds, the most important of which is diesel particulate matter (DPM). Diesel particulate matter is a subset of PM2.5 because the size of diesel particles are typically 2.5 microns and smaller. The identification of diesel particulate matter as a toxic air contaminant in 1998 led the California Air Resources Board (CARB) to adopt the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-fueled Engines and Vehicles in September 2000. The plan's goals are a 75-percent reduction in diesel particulate matter by 2010 and an 85-percent reduction by 2020 from the 2000 baseline. Diesel engines emit a complex mixture of air pollutants, composed of gaseous and solid material. The visible emissions in diesel exhaust are known as particulate matter or PM, which includes carbon particles or "soot". Diesel exhaust also contains a variety of harmful gases and over 40 other cancer-causing substances. California's identification of diesel particulate matter as a toxic air contaminant was based on its potential to cause cancer, premature deaths, and other health problems. Exposure to diesel particulate matter is a health hazard, particularly to children whose lungs are still developing and the elderly who may have other serious health problems. Overall, diesel engine emissions are responsible for the majority of California's potential airborne cancer risk from combustion sources.

Asbestos

Asbestos is listed as a TAC by the ARB and as a Hazardous Air Pollutant by the EPA. Asbestos occurs naturally in mineral formations and crushing or breaking these rocks, through construction or other means, can release asbestiform fibers into the air. Asbestos emissions can result from the sale or use of asbestos-containing materials, road surfacing with such materials, grading activities, and surface mining. The risk of disease is dependent upon the intensity and duration of exposure. When inhaled, asbestos fibers may remain in the lungs and with time may be linked to such diseases as asbestosis, lung cancer, and mesothelioma. Naturally occurring asbestos is not present in Orange County. The nearest likely locations of naturally occurring asbestos, as identified in the General Location Guide for Ultramafic Rocks in California prepared by the California Division of Mines and Geology, is located at Asbestos Mountain in the San Jacinto Mountains, approximately 78 miles southeast of the project site. Due to the distance to the nearest natural occurrences of asbestos, the project site is not likely to contain asbestos.

Regulatory Setting

The proposed project is addressed through the efforts of various international, federal, state, regional, and local government agencies. These agencies work jointly, as well as individually, to improve air quality through

legislation, regulations, planning, policy-making, education, and a variety of programs. The agencies responsible for improving the air quality are discussed below.

Federal – United States Environmental Protection Agency

The United States Environmental Protection Agency (EPA) is responsible for setting and enforcing the National Ambient Air Quality Standards (NAAQS) for atmospheric pollutants. It regulates emission sources that are under the exclusive authority of the federal government, such as aircraft, ships, and certain locomotives. The National Ambient Air Quality Standards (NAAQS) pollutants were identified using medical evidence and are shown below in Table 2.

The EPA and the California Air Resource Board (CARB) designate air basins where ambient air quality standards are exceeded as "nonattainment" areas. If standards are met, the area is designated as an "attainment" area. If there is inadequate or inconclusive data to make a definitive attainment designation, they are considered "unclassified." National nonattainment areas are further designated as marginal, moderate, serious, severe, or extreme as a function of deviation from standards. Each standard has a different definition, or 'form' of what constitutes attainment, based on specific air quality statistics. For example, the Federal 8-hour CO standard is not to be exceeded more than once per year; therefore, an area is in attainment of the CO standard if no more than one 8-hour ambient air monitoring values exceeds the threshold per year. In contrast, the Federal annual PM2.5 standard is met if the three-year average of the annual average PM2.5 concentration is less than or equal to the standard. Attainment status is shown in Table 3.

As part of its enforcement responsibilities, the EPA requires each state with federal nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the national standards. The State Implementation Plan (SIP) must integrate federal, state, and local components and regulations to identify specific measures to reduce pollution, using a combination of performance standards and market-based programs within the timeframe identified in the State Implementation Plan (SIP).

As indicated below in Table 3, the Basin has been designated by the EPA as a non-attainment area for ozone (O_3) and suspended particulates (PM2.5). Currently, the Basin is in attainment with the ambient air quality standards for carbon monoxide (CO), lead, sulfur dioxide (SO_2), suspended particulate matter (PM-10), and nitrogen dioxide (NO_2).

State – California Air Resources Board

The California Air Resources Board (CARB), which is a part of the California Environmental Protection Agency, is responsible for the coordination and administration of both federal and state air pollution control programs within California. In this capacity, the CARB conducts research, sets the California Ambient Air Quality Standards (CAAQS), compiles emission inventories, develops suggested control measures, provides oversight of local programs, and prepares the State Implementation Plan (SIP). The California Ambient Air Quality Standards (CAAQS) for criteria pollutants are shown in Table 2. In addition, the CARB establishes emission standards for motor vehicles sold in California, consumer products (e.g., hairspray, aerosol paints, and barbeque lighter fluid), and various types of commercial equipment. Furthermore, the motor vehicle emission standards established by CARB include compliance with the Safer Affordable Fuel-Efficient Vehicles (SAFE) Rule, issued by NHTSA and EPA in March 2020 (published on April 30, 2020 and effective after June 29, 2020). The SAFE Rule sets fuel economy and carbon dioxide standards that increase 1.5 percent in stringency each year from model years 2021 through 2026, and apply to both passenger cars and light trucks. CARB. It also sets fuel specifications to further reduce vehicular emissions.

The South Coast Air Basin has been designated by the CARB as a nonattainment area for ozone, PM10 and PM2.5. Currently, the South Coast Air Basin is in attainment with the ambient air quality standards for CO, lead, SO2, NO2, and sulfates and is unclassified for visibility reducing particles and Hydrogen Sulfide.

On June 20, 2002, the CARB revised the PM10 annual average standard to 20 µg/m3 and established an annual average standard for PM2.5 of 12 µg/m3. These standards were approved by the Office of Administrative Law in June 2003 and are now effective. On September 27, 2007 CARB approved the South Coast Air Basin and the Coachella Valley 2007 Air Quality Management Plan for Attaining the Federal 8-hour Ozone and PM2.5 Standards. The plan projected attainment for the 8-hour Ozone standard by 2024 and the PM2.5 standard by 2015.

On December 12, 2008 the CARB adopted Resolution 08-43, which limits NOx, PM10 and PM2.5 emissions from on-road diesel truck fleets that operate in California. On October 12, 2009 Executive Order R-09-010 was adopted that codified Resolution 08-43 into Section 2025, Title 13 of the California Code of Regulations. This regulation requires that by the year 2023 all commercial diesel trucks that operate in California shall meet model year 2010 (Tier 4) or latter emission standards. In the interim period, this regulation provides annual interim targets for fleet owners to meet. This regulation also provides a few exemptions including a onetime per year 3-day pass for trucks registered outside of California.

The CARB is also responsible for regulations pertaining to toxic air contaminants. The Air Toxics "Hot Spots" Information and Assessment Act (AB 2588, 1987, Connelly) was enacted in 1987 as a means to establish a formal air toxics emission inventory risk quantification program. AB 2588, as amended, establishes a process that requires stationary sources to report the type and quantities of certain substances their facilities routinely release into the South Coast Air Basin. The data is ranked by high, intermediate, and low categories, which are determined by: the potency, toxicity, quantity, volume, and proximity of the facility to nearby receptors.

AB 617 Nonvehicular air pollution: criteria air pollutants and toxic air contaminants

This bill requires the state board to develop a uniform statewide system of annual reporting of emissions of criteria air pollutants and toxic air contaminants for use by certain categories of stationary sources. The bill requires those stationary sources to report their annual emissions of criteria air pollutants and toxic air contaminants, as specified. This bill required the state board, by October 1, 2018, to prepare a monitoring plan regarding technologies for monitoring criteria air pollutants and toxic air contaminants and the need for and benefits of additional community air monitoring systems, as defined. The bill requires the state board to select, based on the monitoring plan, the highest priority locations in the state for the deployment of community air monitoring systems. The bill requires an air district containing a selected location, by July 1, 2019, to deploy a system in the selected location. The bill would authorize the air district to require a stationary source that emits air pollutants in, or that materially affect, the selected location to deploy a fence-line monitoring system, as defined, or other specified real-time, on-site monitoring. The bill authorizes the state board, by January 1, 2020, and annually thereafter, to select additional locations for the deployment of the systems. The bill would require air districts that have deployed a system to provide to the state board air quality data produced by the system. By increasing the duties of air districts, this bill would impose a state-mandated local program. The bill requires the state board to publish the data on its Internet Web site.

Regional

The SCAQMD is the agency principally responsible for comprehensive air pollution control in the South Coast Air Basin. To that end, as a regional agency, the SCAQMD works directly with the Southern California Association of Governments (SCAG), county transportation commissions, and local governments and cooperates actively with all federal and state agencies.

South Coast Air Quality Management District

The SCAQMD develops rules and regulations, establishes permitting requirements for stationary sources, inspects emission sources, and enforces such measures through educational programs or fines, when necessary. The SCAQMD is directly responsible for reducing emissions from stationary, mobile, and indirect sources. It has responded to this requirement by preparing a sequence of AQMPs.

Air Quality Management Plan

On June 30, 2016, the SCAQMD released its Draft 2016 AQMP. The 2016 AQMP is a regional blueprint for achieving the federal air quality standards and healthful air. The 2016 AQMP includes both stationary and mobile source strategies to ensure that rapidly approaching attainment deadlines are met, that public health is protected to the maximum extent feasible, and that the region is not faced with burdensome sanctions if the Plan is not approved or if the NAAQS are not met on time. As with every AQMP, a comprehensive analysis of emissions, meteorology, atmospheric chemistry, regional growth projections, and the impact of existing control measures is updated with the latest data and methods. The most significant air quality challenge in the Basin is to reduce nitrogen oxide (NOx) emissions sufficiently to meet the upcoming ozone standard deadlines. On March 23, 2017 the CARB approved the 2016 AQMP. The primary goal of this Air Quality Management Plan is to meet clean air standards and protect public health, including ensuring benefits to environmental justice and disadvantaged communities. Now that the Plan has been approved by the CARB, it has been forwarded to the U.S. EPA for its review. The Plan was approved by the EPA on June 15, 2017.

In May 2022, the SCAQMD completed the 2022 Draft AQMP. The 2022 Draft AQMP is focused on attaining the 2015 8-hour ozone standard (70 ppb) for the South Coast Air Basin and Coachella Valley. The Draft 2022 AQMP builds upon measures already in place from previous AQMPs. It also includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies (e.g., zero emission technologies, when cost-effective and feasible, and low NOx technologies in other applications), best management practices, co-benefits from existing programs (e.g., climate and energy efficiency), incentives, and other CAA measures to achieve the 2015 8-hour ozone standard. The 2022 AQMP was adopted December 2, 2022, by SCAQMD Governing Board. The 2022 AQMP was approved and adopted by CARB on January 26, 2023. The 2022 AQMP strategy includes the following:[2]

- Wide adoption of zero emissions technologies anywhere available.
- Low NOx technologies where zero emissions aren't feasible.
- Federal Action.
- Zero emissions technologies for residential and industrial sources such as water and space heaters in buildings and homes regionwide.
- Incentive funding in environmental justice areas.
- Prioritize benefits on the most disadvantaged communities.

SCAQMD Rules and Regulations

During construction and operation, the project must comply with applicable rules and regulations. The following are rules that the project may be required to comply with, either directly, or indirectly:

SCAQMD Rule 402

Prohibits a person from discharging from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

[2] SCAQMD 2022 AQMP Infographic. http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan/2022-aqmp-infographic

SCAQMD Rule 403

Governs emissions of fugitive dust during construction and operation activities. Compliance with this rule is achieved through application of standard Best Management Practices, such as application of water or chemical stabilizers to disturbed soils, covering haul vehicles, restricting vehicle speeds on unpaved roads to 15 miles per hour, sweeping loose dirt from paved site access roadways, cessation of construction activity when winds exceed 25 mph, and establishing a permanent ground cover on finished sites.

Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Applicable dust suppression techniques from Rule 403 are summarized below. Implementation of these dust suppression techniques can reduce the fugitive dust generation (and thus the PM_{10} component). Compliance with these rules would reduce impacts on nearby sensitive receptors. Rule 403 measures may include but are not limited to the following:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least three times daily. (Locations where grading is to occur will be thoroughly watered prior to earthmoving.)
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 0.6 meters (2 feet) of freeboard (vertical space between the top of the load and top of the trailer) in accordance with the requirements of California Vehicle Code section 23114.
- Reduce traffic speeds on all unpaved roads to 15 miles per hour (mph) or less.
- Suspension of all grading activities when wind speeds (including instantaneous wind gusts) exceed 25 mph.
- Bumper strips or similar best management practices shall be provided where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.
- Replanting disturbed areas as soon as practical.
- During all construction activities, construction contractors shall sweep on-site and off-site streets if silt is carried to adjacent public thoroughfares, to reduce the amount of particulate matter on public streets. All sweepers shall be compliant with SCAQMD Rule 1186.1, Less Polluting Sweepers.

SCAQMD Rule 445

Prohibits permanently installed wood burning devices into any new development. A wood burning device means any fireplace, wood burning heater, or pellet-fueled wood heater, or any similarly enclosed, permanently installed, indoor or outdoor device burning any solid fuel for aesthetic or space-heating purposes, which has a heat input of less than one million British thermal units per hour.

SCAQMD Rule 481

Applies to all spray painting and spray coating operations and equipment. The rule states that a person shall not use or operate any spray painting or spray coating equipment unless one of the following conditions is met:

(1) The spray coating equipment is operated inside a control enclosure, which is approved by the Executive Officer. Any control enclosure for which an application for permit for new construction, alteration, or change of ownership or location is submitted after the date of adoption of this rule shall be exhausted

only through filters at a design face velocity not less than 100 feet per minute nor greater than 300 feet per minute, or through a water wash system designed to be equally effective for the purpose of air pollution control.

(2) Coatings are applied with high-volume low-pressure, electrostatic and/or airless spray equipment.

(3) An alternative method of coating application or control is used which has effectiveness equal to or greater than the equipment specified in the rule.

SCAQMD Rule 1108

Governs the sale, use, and manufacturing of asphalt and limits the volatile organic compound (VOC) content in asphalt used in the South Coast Air Basin. This rule would regulate the VOC content of asphalt used during construction. Therefore, all asphalt used during construction of the project must comply with SCAQMD Rule 1108.

SCAQMD Rule 1113

Governs the sale, use, and manufacturing of architectural coating and limits the VOC content in paints and paint solvents. This rule regulates the VOC content of paints available during construction. Therefore, all paints and solvents used during construction and operation of the project must comply with SCAQMD Rule 1113.

SCAQMD Rule 1143

Governs the manufacture, sale, and use of paint thinners and solvents used in thinning of coating materials, cleaning of coating application equipment, and other solvent cleaning operations by limiting their VOC content. This rule regulates the VOC content of solvents used during construction. Solvents used during the construction phase must comply with this rule.

SCAQMD Rule 1186

Limits the presence of fugitive dust on paved and unpaved roads and sets certification protocols and requirements for street sweepers that are under contract to provide sweeping services to any federal, state, county, agency or special district such as water, air, sanitation, transit, or school district.

SCAQMD Rule 1303

Governs the permitting of re-located or new major emission sources, requiring Best Available Control Measures and setting significance limits for PM_{10} among other pollutants.

SCAQMD Rule 1401

New Source Review of Toxic Air Contaminants, specifies limits for maximum individual cancer risk, cancer burden, and non-cancer acute and chronic hazard index from new permit units, relocations, or modifications to existing permit units, which emit toxic air contaminants.

SCAQMD Rule 1403

Asbestos Emissions from Demolition/Renovation Activities, specifies work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM).

SCAQMD Rule 2202

On-Road Motor Vehicle Mitigation Options, is to provide employers with a menu of options to reduce mobile source emissions generated from employee commutes, to comply with federal and state Clean Air Act requirements, Health & Safety Code Section 40458, and Section 182(d)(1)(B) of the federal Clean Air Act. It applies to any employer who employs 250 or more employees on a full or part-time basis at a worksite for a consecutive six-month period calculated as a monthly average.

SCAQMD Rule 2305

The Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program aims to reduce nitrogen oxide and diesel emissions associated with warehouses, help meet federal standards and improve public health. The WAIRE Program is an indirect source rule that regulates warehouse facilities to reduce emissions from the goods movement industry. Owners and operators of warehouses that have 100,000 square feet or more of indoor floor space in a single building must comply with the WAIRE Program. WAIRE is a menu-based point system in which warehouse operators are required to earn a specific number of points every year. The yearly number of points required is based on the number of trucks trips made to and from the warehouse each year, with larger trucks such as tractors or tractor-trailers multiplied by 2.5. Warehouse operators may be exempt from parts of the rule if they operate less than 50,000 square feet of warehousing activities, if the number of points required is less than 10, or if the WAIRE menu action chosen under performs due to circumstances beyond the operator's control, such as a manufacturer defect. SCAQMD Rule 316 establishes fees to fund Rule 2305 compliance activities.

Air Quality Guidance Documents

SCAQMD CEQA Handbook

Although the SCAQMD is responsible for regional air quality planning efforts, it does not have the authority to directly regulate air quality issues associated with plans and new development projects throughout the South Coast Air Basin. Instead, this is controlled through local jurisdictions in accordance with the California Environmental Quality Act (CEQA). In order to assist local jurisdictions with air quality compliance issues the CEQA Air Quality Handbook (SCAQMD CEQA Handbook) prepared by the SCAQMD (1993) with the most current updates found at http://www.aqmd.gov/ceqa/hdbk.html, was developed in accordance with the projections and programs of the AQMP. The purpose of the SCAQMD CEQA Handbook is to assist Lead Agencies, as well as consultants, project proponents, and other interested parties in evaluating a proposed project's potential air quality impacts. Specifically, the SCAQMD CEQA Handbook explains the procedures that the SCAQMD recommends be followed for the environmental review process required by CEQA. The SCAQMD CEQA Handbook provides direction on how to evaluate potential air quality impacts, how to determine whether these impacts are significant, and how to mitigate these impacts. SCAQMD is in the process of developing an "Air Quality Analysis Guidance Handbook" to replace the CEQA Air Quality Handbook approved by the AQMD Governing Board in 1993. The 1993 CEQA Air Quality Handbook is still available but not online. In addition, there are sections of the 1993 Handbook that are obsolete. In order to assist the CEQA practitioner in conducting an air quality analysis while the new Handbook is being prepared, supplemental information regarding: significance thresholds and analysis, emissions factors, cumulative impacts emissions analysis, and other useful subjects, are available at the SCAQMD website[3]. The SCAQMD CEQA Handbook and supplemental information is used in this analysis.

Southern California Association of Governments

The SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino and Imperial Counties and addresses regional issues relating to transportation, the economy, community development and the environment. SCAG is the Federally designated MPO for the majority of the southern

[3] http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook.

California region and is the largest MPO in the nation. With respect to air quality planning, SCAG has prepared the Regional Transportation Plan and Regional Transportation Improvement Plan (RTIP), which addresses regional development and growth forecasts. These plans form the basis for the land use and transportation components of the AQMP, which are utilized in the preparation of air quality forecasts and in the consistency analysis included in the AQMP. The Regional Transportation Plan, Regional Transportation Improvement Plan, and AQMP are based on projections originating within the City and County General Plans.

On April 7, 2016, SCAG's Regional Council adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS or Plan). The Plan is a long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. The Plan charts a course for closely integrating land use and transportation – so that the region can grow smartly and sustainably. It outlines more than $556.5 billion in transportation system investments through 2040. The Plan was prepared through a collaborative, continuous, and comprehensive process with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura. In June 2016, SCAG received its conformity determination from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) indicating that all air quality conformity requirements for the 2016 RTP/SCS and associated 2015 FTIP Consistency Amendment through Amendment 15-12 have been met.

On May 7, 2020, SCAG's Regional Council adopted Connect SoCal (2020 - 2045 Regional Transportation Plan/Sustainable Communities Strategy) for federal transportation conformity purposes only. In light of the COVID-19 pandemic, the Regional Council will consider approval of Connect SoCal in its entirety and for all other purposes within 120 days from May 7, 2020. Connect SoCal is a long-range visioning plan that builds upon and expands land use and transportation strategies established over several planning cycles to increase mobility options and achieve a more sustainable growth pattern. Connect SoCal outlines more than $638 billion in transportation system investments through 2045. It was prepared through a collaborative, continuous, and comprehensive process with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura.

Local – City of Orange

Local jurisdictions, such as the City of Orange, have the authority and responsibility to reduce air pollution through its police power and decision-making authority. Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City is also responsible for the implementation of transportation control measures as outlined in the 2022 AQMP. Examples of such measures include bus turnouts, energy-efficient streetlights, and synchronized traffic signals. In accordance with CEQA requirements and the CEQA review process, the City assesses the air quality impacts of new development projects, requires mitigation of potentially significant air quality impacts by conditioning discretionary permits, and monitors and enforces implementation of such mitigation.

In accordance with the CEQA requirements, the City does not, however, have the expertise to develop plans, programs, procedures, and methodologies to ensure that air quality within the City and region will meet federal and state standards. Instead, the City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook as the guidance document for the environmental review of plans and development proposals within its jurisdiction.

The City of Orange General Plan Natural Resources Element contains the following air quality-related goals and policies that are applicable to the proposed project:

Goal 2 Protect air, water, and energy resources from pollution and overuse.

Policies

Policy 2.1	Cooperate with the South Coast Air Quality Management District (SCAQMD) and other regional agencies to implement and enforce regional air quality management plans.
Policy 2.2	Support alternative transportation modes, alternative technologies, and bicycle- and pedestrian-friendly neighborhoods to reduce emissions related to vehicular travel.
Policy 2.3	Reduce the amount of water used for landscaping through the use of native and drought-tolerant plants, proper soil preparation, and efficient irrigation systems as parks and other City facilities are built or renovated.
Policy 2.4	Encourage the production, distribution, and use of recycled and reclaimed water for landscaping projects, while maintaining urban runoff water quality objectives.
Policy 2.5	Continue to work toward local and regional waste-reduction and diversion/ recycling goals and promote public education programs.
Policy 2.6	Encourage sustainable building and site designs for new construction and renovation projects.
Policy 2.7	Coordinate with energy suppliers to ensure adequate energy supplies to meet community needs, and to promote energy conservation and public education programs for that purpose.
Policy 2.8	Encourage development that incorporates pedestrian- and transit-oriented design and landscape elements.
Policy 2.9	Promote City operations as a model for energy efficiency and green building.
Policy 2.10	Work toward replacing existing City vehicles with ultra-low or zero emission vehicles. At a minimum, new City vehicles shall be low emission vehicles as defined by the California Air Resources Board, except if certain vehicle types are not available in the marketplace. Public safety vehicles are exempted from this requirement.

Table 2
State and Federal Criteria Pollutant Standards

Air Pollutant	Concentration / Averaging Time		Most Relevant Effects
	California Standards	Federal Primary Standards	
Ozone (O_3)	0.09 ppm/1-hour 0.07 ppm/8-hour	0.070 ppm/8-hour	(a) Decline in pulmonary function and localized lung edema in humans and animals; (b) Risk to public health implied by alterations in pulmonary morphology and host defense in animals; (c) Increased mortality risk; (d) Risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (e) Vegetation damage; and (f) Property damage.
Carbon Monoxide (CO)	20.0 ppm/1-hour 9.0 ppm/8-hour	35.0 ppm/1-hour 9.0 ppm/8-hour	(a) Aggravation of angina pectoris and other aspects of coronary heart disease; (b) Decreased exercise tolerance in persons with peripheral vascular disease and lung disease; (c) Impairment of central nervous system functions; and (d) Possible increased risk to fetuses.
Nitrogen Dioxide (NO_2)	0.18 ppm/1-hour 0.03 ppm/annual	100 ppb/1-hour 0.053 ppm/annual	(a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups; (b) Risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; and (c) Contribution to atmospheric discoloration.
Sulfur Dioxide (SO_2)	0.25 ppm/1-hour 0.04 ppm/24-hour	75 ppb/1-hour 0.14 ppm/annual	(a) Bronchoconstriction accompanied by symptoms which may include wheezing, shortness of breath and chest tightness, during exercise or physical activity in persons with asthma.
Suspended Particulate Matter (PM_{10})	50 µg/m^3/24-hour 20 µg/m^3/annual	150 µg/m^3/24-hour	(a) Exacerbation of symptoms in sensitive patients with respiratory or cardiovascular disease; (b) Declines in pulmonary function growth in children; (c) Increased risk of premature death from heart or lung diseases in elderly.
Suspended Particulate Matter ($PM_{2.5}$)	12 µg/m^3 / annual	35 µg/m^3/24-hour 12 µg/m^3/annual	
Sulfates	25 µg/m^3/24-hour	No Federal Standards	(a) Decrease in ventilatory function; (b) Aggravation of asthmatic symptoms; (c) Aggravation of cardio-pulmonary disease; (d) Vegetation damage; (e) Degradation of visibility; (f) property damage.
Lead	1.5 µg/m^3/30-day	0.15 µg/m^3/3-month rolling	(a) Learning disabilities; (b) Impairment of blood formation and nerve conduction.
Visibility Reducing Particles	Extinction coefficient of 0.23 per kilometer-visibility of 10 miles or more due to particles when humidity is less than 70 percent.	No Federal Standards	Visibility impairment on days when relative humidity is less than 70 percent.

Source: https://ww2.arb.ca.gov/sites/default/files/2020-07/aaqs2.pdf

Table 3
South Coast Air Basin Attainment Status

Pollutant	State Status	National Status
Ozone	Nonattainment	Nonattainment (Extreme)
Carbon monoxide	Attainment	Attainment (Maintenance)
Nitrogen dioxide	Attainment	Unclassifable/Attainment
Sulfur dioxide	Attainment	Unclassifiable/Attainment
PM10	Nonattainment	Attainment (Maintenance)
PM2.5	Nonattainment	Nonattainment (Serious)

Source (Federal and State Status): California Air Resources Board (2022) https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations & SCAQMD 2022 Air Quality Management Plan (December 2022) http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2022-air-quality-management-plan/final-2022-aqmp/final-2022-aqmp.pdf?sfvrsn=16.

MONITORED AIR QUALITY

The air quality at any site is dependent on the regional air quality and local pollutant sources. Regional air quality is determined by the release of pollutants throughout the air basin. Estimates of the existing emissions in the Basin provided in the Final 2022 Air Quality Management Plan prepared by SCAQMD (December 2022) indicate that collectively, mobile sources account for 46 percent of the VOC, 85 percent of the NOx emissions, 89 percent of the CO emissions and 29 percent of directly emitted PM2.5, with another 18 percent of PM2.5 from road dust.

The SCAQMD has divided the South Coast Air Basin into 38 air-monitoring areas with a designated ambient air monitoring station representative of each area. The project site is located in the Central Orange County Air Monitoring Source Receptor Area (SRA 17). Data was taken from the Anaheim-Pampas Lane monitoring station (Anaheim Station). The Anaheim Station is located approximately 8.33 miles northwest of the project site at 1630 W Pampas, Anaheim. Table 4 presents the monitored pollutant levels from the Anaheim Station. However, it should be noted that due to the air monitoring stations distances from the project site, recorded air pollution levels at the air monitoring station reflect with varying degrees of accuracy, local air quality conditions at the project site.

Table 4 summarizes 2019 through 2021 published monitoring data, which is the most recent 3-year period available. The data shows that during the past few years, the project area has exceeded the ozone and particulate matter (PM10 and PM2.5) standards.

Ozone

During the 2019 to 2021 monitoring period, the State 1-hour concentration standard for ozone was exceeded for one day in 2019 and six days in 2020 at the Anaheim Station. The State 8-hour ozone standard was exceeded for one day in 2019 and 16 days in 2020 over the past three years at the Anaheim Station. The Federal 8-hour ozone standard was exceeded for one day in 2019 and 15 days in 2020 over the past three years at the Anaheim Station.

Ozone is a secondary pollutant as it is not directly emitted. Ozone is the result of chemical reactions between other pollutants, most importantly hydrocarbons and NO_2, which occur only in the presence of bright sunlight. Pollutants emitted from upwind cities react during transport downwind to produce the oxidant concentrations experienced in the area. Many areas of the SCAQMD contribute to the ozone levels experienced at the monitoring station, with the more significant areas being those directly upwind.

Carbon Monoxide

CO is another important pollutant that is due mainly to motor vehicles. The Anaheim Station did not record an exceedance of the state or federal 8-hour CO standard for the last three years.

Nitrogen Dioxide

The Anaheim Station did not record an exceedance of the State or Federal NO_2 standards for the last three years.

Particulate Matter

The State 24-hour concentration standards for PM10 were exceeded between one and five days each year over the past three years at the Anaheim Station. Over the past three years, the Anaheim Station did not record an exceedance of the Federal 24-hour standards for PM10.

The Federal 24-hour standard for PM2.5 was exceeded between four and 12 days each year over the past three years at the Anaheim Station.

According to the EPA, some people are much more sensitive than others to breathing fine particles (PM10 and PM2.5). People with influenza, chronic respiratory and cardiovascular diseases, and the elderly may suffer worsening illness and premature death due to breathing these fine particles. People with bronchitis can expect aggravated symptoms from breathing in fine particles. Children may experience decline in lung function due to breathing in PM10 and PM2.5. Other groups considered sensitive are smokers and people who cannot breathe well through their noses. Exercising athletes are also considered sensitive, because many breathe through their mouths during exercise.

Table 4
Air Quality Monitoring Summary

Pollutant (Standard)[1]		Year		
		2019	2020	2021
Ozone:	Maximum 1-Hour Concentration (ppm)	0.096	0.014	0.089
	Days > CAAQS (0.09 ppm)	**1**	**6**	0
	Maximum 8-Hour Concentration (ppm)	0.082	0.098	0.068
	Days > NAAQS (0.070 ppm)	**1**	**15**	0
	Days > CAAQS (0.070 ppm)	**1**	**16**	0
Carbon Monoxide:	Maximum 8-Hour Concentration (ppm)	*	*	*
	Days > CAAQS (9 ppm)	0	0	0
	Days > NAAQS (9 ppm)	0	0	0
Nitrogen Dioxide:	Maximum 1-Hour Concentration (ppm)	0.059	0.071	0.067
	Days > CAAQS (0.18 ppm)	0	0	0
Inhalable Particulates (PM10):	Maximum 24-Hour Concentration (µg/m^3)	127.6	74.8	63.6
	Days > NAAQS (150 µg/m3)	0	0	0
	Days > CAAQS (50 µg/m3)	**4**	**5**	**1**
	Annual Average (µg/m3)	24.6	30.8	23.4
Ultra-Fine Particulates (PM2.5):	Maximum 24-Hour Concentration (µg/m3)	37.1	64.8	54.4
	Days > NAAQS (35 µg/m3)	**4**	**12**	**10**
	Annual Average (µg/m3)	9.4	12.4	11.6

Notes:

Source: http://www.arb.ca.gov/adam/topfour/topfour1.php. Data from the Anaheim-Pampas Lane Monitoring Station, unless otherwise noted.

(1) CAAQS = California Ambient Air Quality Standard; NAAQS = National Ambient Air Quality Standard; ppm = parts per million

* Means there was insufficient data available to determine value.

AIR QUALITY STANDARDS

Significance Thresholds

Appendix G of the State CEQA Guidelines

Appendix G of the State CEQA Guidelines states that, where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make a significance determination. Pursuant to Appendix G, the project would result in a significant impact related to air quality if it would:

- Conflict with or obstruct the implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations; or
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

The CEQA Guidelines Section 15064.7 provides the significance criteria established by the applicable air quality management district or air pollution control district, when available, may be relied upon to make determinations of significance. The potential air quality impacts of the project are, therefore, evaluated according to thresholds developed by SCAQMD in their CEQA Air Quality Handbook, Air Quality Analysis Guidance Handbook, and subsequent guidance, which are listed below.[4] Therefore, the project would result in a potentially significant impact to air quality if it would:

AIR-1: Conflict with or obstruct the implementation of the applicable air quality plan;

AIR-2: Violate any air quality standard or contribute substantially to an existing or projected air quality violation as a result of:

- Criteria pollutant emissions during construction (direct and indirect) in excess of the SCAQMD's regional significance thresholds,
- Criteria pollutant emissions during operation (direct and indirect) in excess of the SCAQMD's regional significance thresholds.

AIR-3: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);

AIR-4: Expose sensitive receptors to substantial pollutant concentrations that would:

- Exceed SCAQMD's localized significance thresholds,
- Cause or contribute to the formation of CO hotspots.

[4] While the SCAQMD CEQA Air Quality Handbook contains significance thresholds for lead, Project construction and operation would not include sources of lead emissions and would not exceed the established thresholds for lead. Unleaded fuel and unleaded paints have virtually eliminated lead emissions from industrial land use projects such as the Project. As a result, lead emissions are not further evaluated herein.

AIR-5: Create objectionable odors affecting a substantial number of people.

The SCAQMD is in the process of developing an Air Quality Analysis Guidance Handbook to replace the CEQA Air Quality Handbook. In the interim, supplemental guidance has been adopted by the SCAQMD. The potential air quality impacts of the project are, therefore, evaluated according to numeric indicators developed by the SCAQMD in the CEQA Air Quality Handbook and supplemental guidance from the SCAQMD.[5]

Regional Air Quality

Many air quality impacts that derive from dispersed mobile sources, which are the dominate pollution generators in the basin, often occurs hours later and miles away after photochemical processes have converted primary exhaust pollutants into secondary contaminants such as ozone. The incremental regional air quality impact of an individual project is generally very small and difficult to measure. Therefore, the SCAQMD has developed significance thresholds based on the volume of pollution emitted rather than on actual ambient air quality because the direct air quality impact of a project is not quantifiable on a regional scale. The SCAQMD CEQA Handbook states that any project in the South Coast Air Basin with daily emissions that exceed any of the identified significance thresholds should be considered as having an individually and cumulatively significant air quality impact. For the purposes to this air quality impact analysis, a regional air quality impact would be considered significant if emissions exceed the SCAQMD significance thresholds identified in Table 5.

Local Air Quality

Project-related construction air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the South Coast Air Basin. In order to assess local air quality impacts the SCAQMD has developed Localized Significance Thresholds (LSTs) to assess the project-related air emissions in the project vicinity. The SCAQMD has also provided Final Localized Significance Threshold Methodology (LST Methodology), June 2003, which details the methodology to analyze local air emission impacts. The Localized Significance Threshold Methodology found that the primary emissions of concern are NO_2, CO, PM10, and PM2.5.

The significance thresholds for the local emissions of NO_2 and CO are determined by subtracting the highest background concentration from the last three years of these pollutants from Table 4 above, from the most restrictive ambient air quality standards for these pollutants that are outlined in the Localized Significance Thresholds. Table 5 shows the ambient air quality standards for NO_2, CO, and PM10 and PM2.5.

Toxic Air Contaminants

Construction

Temporary TAC emissions associated with DPM emissions from heavy construction equipment would occur during the construction phase of the Project. According to the Office of Environmental Health Hazard Assessment (OEHHA)[6] and the SCAQMD *Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (August 2003),[7] health effects from TACs are

[5] While the SCAQMD CEQA Air Quality Handbook contains significance thresholds for lead, Project construction and operation would not include sources of lead emissions and would not exceed the established thresholds for lead. Unleaded fuel and unleaded paints have virtually eliminated lead emissions from residential land use projects such as the Project. As a result, lead emissions are not further evaluated herein.

[6] Office of Environmental Health Hazard Assessment, Air Toxic Hot Spots Program Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessment, February 2015, https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.

[7] South Coast Air Quality Management District, Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis, August 2003,http://www.aqmd.gov/docs/default-source/ceqa/handbook/mobile-source-toxics-analysis.doc?sfvrsn=2.

described in terms of individual cancer risk. "Individual Cancer Risk" is the likelihood that a person exposed to concentrations of TACs over a 30-year lifetime will contract cancer based on the use of standard risk-assessment methodology. Additionally, the SCAQMD CEQA guidance does not require a HRA for short-term construction emissions. Construction activities associated with the project would be sporadic, transitory, and short-term in nature (approximately 24 months). Thus, construction of the project would not result in a substantial, long-term (i.e., 30-year) source of TAC emissions. Nonetheless, a qualitative assessment of TAC emissions associated with short-term construction TAC emissions is provided in the analysis section below.

Operation

The project proposes to develop the site with residential uses. Therefore, the project is not anticipated be a source of toxic air contaminants and sensitive receptors would not be exposed to toxic sources of air pollution.

Odor Impacts

The SCAQMD CEQA Handbook states that an odor impact would occur if the proposed project creates an odor nuisance pursuant to SCAQMD Rule 402, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

If the proposed project results in a violation of Rule 402 with regards to odor impacts, then the proposed project would create a significant odor impact.

Table 5
SCAQMD Air Quality Significance Thresholds

Mass Daily Thresholds		
Pollutant	Construction (lbs/day)	Operation (lbs/day)
NOx	100	55
VOC	75	55
PM10	150	150
PM2.5	55	55
SOx	150	150
CO	550	550
Lead	3	3

Toxic Air Contaminants, Odor and GHG Thresholds	
TACs	Maximum Incremental Cancer Risk ≥ 10 in 1 million Cancer Burden > 0.5 excess cancer cases (in areas ≥ 1 in 1 million) Chronic & Acute Hazard Index > 1.0 (project increment)
Odor	Project creates an odor nuisance pursuant to SCAQMD Rule 402
GHG	10,000 MT/yr CO2e for industrial projects

Ambient Air Quality Standards	
Pollutant	SCAQMD Standards
NO2 -1-hour average	0.18 ppm (338 µg/m^3)
PM10 -24-hour average Construction Operations	 10.4 µg/m^3 2.5 ug/m^3
PM2.5 -24-hour average Construction Operations	 10.4 µg/m^3 2.5 µg/m^3
SO2 1-hour average 24-hour average	 0.25 ppm 0.04 ppm
CO 1-hour average 8-hour average	 20 ppm (23,000 µg/m^3) 9 ppm (10,000 µg/m^3)
Lead 30-day average Rolling 3-month average Quarterly average	 1.5 µg/m^3 0.15 µg/m^3 1.5 µg/m^3

Source: http://www.aqmd.gov/ceqa/handbook/signthres.pdf

SHORT-TERM CONSTRUCTION EMISSIONS

Construction activities associated with the proposed project would have the potential to generate air emissions, toxic air contaminant emissions, and odor impacts. Assumptions for the phasing, duration, and required equipment for the construction of the proposed project were obtained from the project applicant. The construction activities for the proposed project are anticipated to include: demolition of an existing 2,100 square foot concrete foundation; grading of approximately 1.93 acres; construction of 13 single-family residential dwelling units totaling approximately 35,500 square feet[8]; paving of on-site roadways and a parking lot with 10 guest parking spaces totaling to approximately 25 percent of the site or 0.49 acres; and application of architectural coatings. Grading includes approximately 785 cubic yards of import. See Appendix B for more details.

The proposed project is anticipated to start construction no sooner than the beginning of September 2024 taking approximately two years, with completion by early September 2026. The project is anticipated to be operational in 2026.

Methodology

The following provides a discussion of the methodology used to calculate regional construction air emissions and an analysis of the proposed project's short-term construction emissions for the criteria pollutants. The construction-related regional air quality impacts have been analyzed for both criteria pollutants and GHGs.

Emissions are estimated using the CalEEMod (Version 2022.1.1.6) software, which is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and GHG emissions from a variety of land use projects. CalEEMod was developed in collaboration with the air districts of California. Regional data (e.g., emission factors, trip lengths, meteorology, source inventory, etc.) have been provided by the various California air districts to account for local requirements and conditions. The model is considered to be an accurate and comprehensive tool for quantifying air quality and GHG impacts from land use projects throughout California and is recommended by the SCAQMD.[9]

Daily regional emissions during construction are forecasted by assuming a conservative estimate of construction activities (i.e., assuming all construction occurs at the earliest feasible date) and applying the mobile source and fugitive dust emissions factors. The input values used in this analysis were adjusted to be project-specific for the construction schedule and the equipment used was based on CalEEMod defaults. The CalEEMod program uses the EMFAC2021 computer program to calculate the emission rates specific for the northern portion of Orange County for construction-related employee vehicle trips and the OFFROAD2017 computer program to calculate emission rates for heavy truck operations. EMFAC2021 and OFFROAD2017 are computer programs generated by CARB that calculates composite emission rates for vehicles. Emission rates are reported by the program in grams per trip and grams per mile or grams per running hour. Daily truck trips and CalEEMod default trip length data were used to assess roadway emissions from truck exhaust. The maximum daily emissions are estimated values for the worst-case day and do not represent the emissions that would occur for every day of project construction. The maximum daily emissions are compared to the SCAQMD daily regional numeric indicators. Detailed construction equipment lists, construction scheduling, and emission calculations are provided in Appendix B.

The project will be required to comply with existing SCAQMD rules for the reduction of fugitive dust emissions. SCAQMD Rule 403 establishes these procedures. Compliance with this rule is achieved through application of standard best management practices in construction and operation activities, such as application of water or chemical stabilizers to disturbed soils, managing haul road dust by application of water, covering

[8] Total building square footage estimated based on: two dwelling units at 1,900 square foot, six dwelling units at 2,200 square foot, five dwelling units at 2,500 square foot, and garage square footage of approximately 500 square feet for each dwelling unit.

[9] South Coast Air Quality Management District, California Emissions Estimator Model, http://www.aqmd.gov/caleemod/.

haul vehicles, restricting vehicle speeds on unpaved roads to 15 mph, sweeping loose dirt from paved site access roadways, cessation of construction activity when winds exceed 25 mph and establishing a permanent, stabilizing ground cover on finished sites. In addition, projects that disturb 50 acres or more of soil or move 5,000 cubic yards of materials per day are required to submit a Fugitive Dust Control Plan or a Large Operation Notification Form to SCAQMD. Based on the size of the Project area (approximately 1.93 acres) a Fugitive Dust Control Plan or Large Operation Notification would not be required.

SCAQMD's Rule 403 minimum requirements require that the application of the best available dust control measures is used for all grading operations and include the application of water or other soil stabilizers in sufficient quantity to prevent the generation of visible dust plumes. Compliance with Rule 403 would require the use of water trucks during all phases where earth moving operations would occur. Compliance with Rule 403 has been included in the CalEEMod modeling for the proposed project.

Per SCAQMD Rule 1113 as amended on June 3, 2011, the architectural coatings that would be applied after January 1, 2014 will be limited to an average of 50 grams per liter or less of VOCs for building coatings and 100 grams per liter or less of VOCs for traffic coatings.

The phases of the construction activities which have been analyzed below for each phase are: (1) demolition, (2) grading, (3) building construction, (4) paving, and (5) application of architectural coatings. Details pertaining to the project's construction timing and the type of equipment modeled for each construction phase are available in the CalEEMod output in Appendix B.

Construction-Related Regional Impacts

The maximum construction-related criteria pollutant emissions are shown below in Table 6. Table 6 shows that none of the project's emissions will exceed regional thresholds. Therefore, a less than significant regional air quality impact would occur from construction of the proposed project.

Construction-Related Local Impacts

Construction-related air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the South Coast Air Basin. The proposed project has been analyzed for the potential local air quality impacts created from: construction-related fugitive dust and diesel emissions; from toxic air contaminants; and from construction-related odor impacts.

Local Air Quality Impacts from Construction

The SCAQMD has published a "Fact Sheet for Applying CalEEMod to Localized Significance Thresholds" (South Coast Air Quality Management District 2011b). CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily disturbance activity possible for each piece of equipment. In order to compare CalEEMod reported emissions against the localized significance threshold lookup tables, the CEQA document should contain the following parameters:

(1) The off-road equipment list (including type of equipment, horsepower, and hours of operation) assumed for the day of construction activity with maximum emissions.
(2) The maximum number of acres disturbed on the peak day.
(3) Any emission control devices added onto off-road equipment.
(4) Specific dust suppression techniques used on the day of construction activity with maximum emissions.

The CalEEMod output in Appendix B show the equipment used for this analysis.

As shown in Table 7, the maximum number of acres disturbed in a day would be 2 acres during grading. The local air quality emissions from construction were analyzed using the SCAQMD's Mass Rate Localized Significant Threshold Look-up Tables and the methodology described in Localized Significance Threshold Methodology prepared by SCAQMD (revised July 2008). The Look-up Tables were developed by the SCAQMD in order to readily determine if the daily emissions of CO, NOx, PM10, and PM2.5 from the proposed project could result in a significant impact to the local air quality. The emission thresholds were calculated based on the Central Orange County source receptor area (SRA) 17 and a disturbance value of two acre per day. According to LST Methodology, any receptor located closer than 25 meters (82 feet) shall be based on the 25-meter thresholds. The nearest sensitive receptors are the single-family residential uses located adjacent to the east and south and approximately 60 feet (~18 meters) to the west of the project site; therefore, the SCAQMD Look-up Tables for 25 meters was used. Table 8 shows the on-site emissions from the CalEEMod model for the different construction phases and the LST emissions thresholds.

The data provided in Table 8 shows that none of the analyzed criteria pollutants would exceed the local emissions thresholds at the nearest sensitive receptors. Therefore, a less than significant local air quality impact would occur from construction of the proposed project.

Construction-Related Health Impacts

Regarding health effects related to criteria pollutant emissions, the applicable significance thresholds are established for regional compliance with the state and federal ambient air quality standards, which are intended to protect public health from both acute and long-term health impacts, depending on the potential effects of the pollutant. Because regional and local emissions of criteria pollutants during construction of the project would be below the applicable thresholds, it would not contribute to long-term health impacts related to nonattainment of the ambient air quality standards. Therefore, significant adverse acute health impacts as a result of project construction are not anticipated.

Construction-Related Toxic Air Contaminant Impacts

The greatest potential for toxic air contaminant emissions would be related to diesel particulate emissions associated with heavy equipment operations during construction of the proposed project. According to the Office of Environmental Health Hazard Assessment (OEHHA)[10] and the SCAQMD *Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (August 2003),[11] health effects from TACs are described in terms of individual cancer risk based on a lifetime (i.e., 30-year) resident exposure duration. Given the temporary and short-term construction schedule (approximately 24 months), the project would not result in a long-term (i.e., lifetime or 30-year) exposure as a result of project construction. Furthermore, construction-based particulate matter (PM) emissions (including diesel exhaust emissions) do not exceed any local or regional thresholds.

The project would comply with the CARB Air Toxics Control Measure that limits diesel powered equipment and vehicle idling to no more than 5 minutes at a location, and the CARB In-Use Off-Road Diesel Vehicle Regulation; compliance with these would minimize emissions of TACs during construction. The project would also comply with the requirements of SCAQMD Rule 1403 if asbestos is found during the renovation and construction activities. Therefore, impacts from TACs during construction would be less than significant.

[10] Office of Environmental Health Hazard Assessment, Air Toxic Hot Spots Program Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessment, February 2015, https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.

[11] South Coast Air Quality Management District, Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis, August 2003,http://www.aqmd.gov/docs/default-source/ceqa/handbook/mobile-source-toxics-analysis.doc?sfvrsn=2.

Construction-Related Odor Impacts

Potential sources that may emit odors during construction activities include the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process are of short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impact related to odors would occur during construction of the proposed project. Diesel exhaust and VOCs would be emitted during construction of the project, which are objectionable to some; however, emissions would disperse rapidly from the project site and therefore should not reach an objectionable level at the nearest sensitive receptors.

Table 6
Construction-Related Regional Pollutant Emissions

Activity	Pollutant Emissions (pounds/day)					
	ROG	NOx	CO	SO_2	PM10	PM2.5
Maximum Daily Emissions[1,2]	9.81	16.50	17.40	0.03	3.76	2.09
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Thresholds?	No	No	No	No	No	No

Notes:

Source: CalEEMod Version 2022.1.1.6.

(1) On-site emissions from equipment operated on-site that is not operated on public roads. On-site demolition and grading PM-10 and PM-2.5 emissions show compliance with SCAQMD Rule 403.

(2) Construction, painting and paving phases may overlap.

Table 7
Maximum Number of Acres Disturbed Per Day

Activity	Equipment	Number	Acres/8hr-day	Total Acres
Demolition	Rubber Tired Dozers	1	0.5	0.5
	Crawler Tractors[1]	1	0.5	0.5
	Subtotal for Phase	**-**	**-**	**1**
Grading	Graders	1	0.5	0.5
	Rubber Tired Dozers	1	0.5	0.5
	Crawler Tractors[1]	2	0.5	1
	Subtotal for Phase	**-**	**-**	**2**

Notes:

Source: South Coast AQMD, Fact Sheet for Applying CalEEMod to Localized Significance Thresholds, 2011b.

(1) Tractor/loader/backhoe is a suitable surrogate for a crawler tractor per SCAQMD staff.

Table 8
Local Construction Emissions at the Nearest Receptors

Activity	On-Site Pollutant Emissions (pounds/day)			
	NOx	CO	PM10	PM2.5
Demolition	13.20	12.20	0.58	0.53
Grading	15.90	15.40	3.50	2.02
Building Construction	9.44	10.10	0.37	0.34
Paving	4.41	6.48	0.18	0.17
Architectural Coating	0.86	1.13	0.02	0.02
SCAQMD Thresholds[1]	115	715	6	4
Exceeds Threshold?	No	No	No	No

Notes:

Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 2 acres, to be conservative, at a distance of 25 meters in SRA 17 Central Orange County.

(1) The nearest sensitive receptors to the project include the single-family residential uses located adjacent to the east and south and approximately 60 feet (~18 meters) to the west of the project site; therefore, the 25 meter threshold was used.

Note: The project will disturb up to a maximum of 2 acres a day during grading (see Table 7).

LONG-TERM OPERATIONAL EMISSIONS

The on-going operation of the proposed project would result in a long-term increase in air quality emissions. This increase would be due to emissions from the project-generated vehicle trips and through operational emissions from the on-going use of the proposed project. The following section provides an analysis of potential long-term air quality impacts due to: regional air quality and local air quality impacts with the on-going operations of the proposed project.

Operations-Related Regional Air Quality Impacts

The potential operations-related air emissions have been analyzed below for the criteria pollutants and cumulative impacts.

Operations-Related Criteria Pollutants Analysis

The operations-related criteria air quality impacts created by the proposed project have been analyzed through the use of the CalEEMod model. The operating emissions were based on the year 2026, which is the anticipated opening year for the project, emissions printouts from the CalEEMod model are provided in Appendix B. The CalEEMod analyzes operational emissions from area sources, energy usage, and mobile sources, which are discussed below.

Mobile Sources

Mobile sources include emissions from the additional vehicle miles generated from the proposed project. The vehicle trips associated with the proposed project have been analyzed by inputting the project-generated vehicular trips (trip generation rate) from the *Rancho Ridge Infill Project Transportation Study Screening Assessment* (TA) prepared by Ganddini Group, Inc. (December 19, 2022) into the CalEEMod Model. The TA found that the proposed project will generate approximately 84 daily vehicle trips with a trip generation rate of 6.46 trips per dwelling unit per day The CalEEMod program then applies the emission factors for each trip which is provided by the EMFAC2021 model to determine the vehicular traffic pollutant emissions.

Area Sources

Per the CAPCOA Appendix A Calculation Details for CalEEMod, area sources include emissions from consumer products, landscape equipment and architectural coatings. Landscape maintenance includes fuel combustion emissions from equipment such as lawn mowers, rototillers, shredders/grinders, blowers, trimmers, chain saws, and hedge trimmers, as well as air compressors, generators, and pumps. As specifics were not known about the landscaping equipment fleet, CalEEMod defaults were used to estimate emissions from landscaping equipment. No changes were made to the default area source parameters.

Energy Usage

Energy usage includes emissions from the generation of electricity and natural gas used on-site. No changes were made to the default energy usage parameters.

Project Impacts

The worst-case summer or winter criteria pollutant emissions created from the proposed project's long-term operations have been calculated and are shown below in Table 9. The results show that none of the SCAQMD regional thresholds would be exceeded. Therefore, a less than significant regional air quality impact would occur from operation of the proposed project.

Operations-Related Local Air Quality Impacts

Project-related air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the South Coast Air Basin. The proposed project has been analyzed for the potential local CO emission impacts from the project-generated vehicular trips and from the potential local air quality impacts from on-site operations. The following analysis analyzes the vehicular CO emissions, local impacts from on-site operations per SCAQMD LST methodology, and odor impacts.

Local CO Emission Impacts from Project-Generated Vehicular Trips

CO is the pollutant of major concern along roadways because the most notable source of CO is motor vehicles. For this reason, CO concentrations are usually indicative of the local air quality generated by a roadway network and are used as an indicator of potential local air quality impacts. Local air quality impacts can be assessed by comparing future without and with project CO levels to the State and Federal CO standards which were presented above.

To determine if the proposed project could cause emission levels in excess of the CO standards discussed above, a sensitivity analysis is typically conducted to determine the potential for CO "hot spots" at a number of intersections in the general project vicinity. Because of reduced speeds and vehicle queuing, "hot spots" potentially can occur at high traffic volume intersections with a Level of Service E or worse.

The analysis prepared for CO attainment in the South Coast Air Basin by the SCAQMD can be used to assist in evaluating the potential for CO exceedances in the South Coast Air Basin. CO attainment was thoroughly analyzed as part of the SCAQMD's 2003 Air Quality Management Plan (2003 AQMP) and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan). As discussed in the 1992 CO Plan, peak carbon monoxide concentrations in the South Coast Air Basin are due to unusual meteorological and topographical conditions, and not due to the impact of particular intersections. Considering the region's unique meteorological conditions and the increasingly stringent CO emissions standards, CO modeling was performed as part of 1992 CO Plan and subsequent plan updates and air quality management plans. In the 1992 CO Plan, a CO hot spot analysis was conducted for four busy intersections in Los Angeles at the peak morning and afternoon time periods. The intersections evaluated included: South Long Beach Boulevard and Imperial Highway (Lynwood); Wilshire Boulevard and Veteran Avenue (Westwood); Sunset Boulevard and Highland Avenue (Hollywood); and La Cienega Boulevard and Century Boulevard (Inglewood). These analyses did not predict a violation of CO standards. The busiest intersection evaluated was that at Wilshire Boulevard and Veteran Avenue, which has a daily traffic volume of approximately 100,000 vehicles per day. The Los Angeles County Metropolitan Transportation Authority evaluated the Level of Service in the vicinity of the Wilshire Boulevard/Veteran Avenue intersection and found it to be Level of Service E during the morning peak hour and Level of Service F during the afternoon peak hour.

The TA showed that the proposed project would only generate approximately 84 daily vehicle trips. The 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan) showed that an intersection which has a daily traffic volume of approximately 100,000 vehicles per day would not violate the CO standard. Therefore, as the project includes only up to 84 vehicle trips per day, the intersection volumes would fall far short of 100,000 vehicles per day, and no CO "hot spot" modeling was performed. No significant long-term impact to local air quality is anticipated with the on-going use of the proposed project.

Local Air Quality Impacts from On-Site Operations

Project-related air emissions from on-site sources such as architectural coatings, landscaping equipment, on-site usage of natural gas appliances as well as the operation of vehicles on-site may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. The nearest sensitive

receptors that may be impacted by the proposed project are the single-family residential uses located adjacent to the east and south and approximately 60 feet (~18 meters) to the west of the project site.

According to SCAQMD LST methodology, LSTs would apply to the operational phase of a project, if the project includes stationary sources, or attracts mobile sources (such as heavy-duty trucks) that may spend long periods queuing and idling at the site; such as industrial warehouse/transfer facilities. The proposed project involves the development of the site with a residential use and does not include such uses. Therefore, due the lack of stationary source emissions, no long-term localized significance threshold analysis is warranted.

Operations-Related Health Impacts

Regarding health effects related to criteria pollutant emissions, the applicable significance thresholds are established for regional compliance with the state and federal ambient air quality standards, which are intended to protect public health from both acute and long-term health impacts, depending on the potential effects of the pollutant. Because regional and local emissions of criteria pollutants during operation of the project would be below the applicable thresholds, it would not contribute to long-term health impacts related to nonattainment of the ambient air quality standards. Therefore, significant adverse acute health impacts as a result of project operation are not anticipated.

Operations-Related Odor Impacts

Potential sources that may emit odors during the on-going operations of the proposed project would include odor emissions from the intermittent diesel delivery truck emissions and trash storage areas. Due to the distance of the nearest receptors from the project site and through compliance with SCAQMD's Rule 402 no significant impact related to odors would occur during the on-going operations of the proposed project.

Table 9
Regional Operational Pollutant Emissions

Activity	Pollutant Emissions (pounds/day)					
	ROG	NOx	CO	SO2	PM10	PM2.5
Maximum Daily Emissions	1.17	0.51	2.90	0.01	0.22	0.06
SCAQMD Thresholds	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Notes:

Source: CalEEMod Version 2022.1.1.6; the higher of either summer or winter emissions.

CUMULATIVE AIR QUALITY IMPACTS

There are a number of cumulative projects in the project area that have not yet been built or are currently under construction. Since the timing or sequencing of the cumulative projects is unknown, any quantitative analysis to ascertain daily construction emissions that assumes multiple, concurrent construction projects would be speculative. Further, cumulative projects include local development as well as general growth within the project area. However, as with most development, the greatest source of emissions is from mobile sources, which travel well out of the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered would cover an even larger area. The SCAQMD recommends using two different methodologies: (1) that project-specific air quality impacts be used to determine the potential cumulative impacts to regional air quality;[12] and (2) that a project's consistency with the current AQMP be used to determine its potential cumulative impacts.

Project Specific Impacts

The project area is out of attainment for ozone, PM10, and PM2.5. Construction and operation of cumulative projects will further degrade the local air quality, as well as the air quality of the South Coast Air Basin. The greatest cumulative impact on the quality of regional air cell will be the incremental addition of pollutants mainly from increased traffic volumes from residential, commercial, and industrial development and the use of heavy equipment and trucks associated with the construction of these projects. Air quality will be temporarily degraded during construction activities that occur separately or simultaneously. However, in accordance with the SCAQMD methodology, projects that do not exceed the SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. This applies to TACs as well, as the SCAQMD does not have any cumulative TAC thresholds; therefore, projects that do not exceed the SCAQMD TAC threshold criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. A significant impact may occur if a project would add a cumulatively considerable contribution of a federal or state non-attainment pollutant.

Project operations would generate emissions of NOx, ROG, CO, PM10, and PM2.5, which would not exceed the SCAQMD regional or local thresholds and would not be expected to result in ground level concentrations that exceed the NAAQS or CAAQS. The project will not be a source of significant TACs and will not cause and significant cancer or non-cancer-related health risks. Since the project would not introduce any substantial stationary sources of emissions, CO is the benchmark pollutant for assessing local area air quality impacts from post-construction motor vehicle operations. As indicated earlier, no violations of the state and federal CO standards are projected to occur for the project, based on the magnitude of traffic the project is anticipated to create.

Therefore, operation of the project would not result in a cumulatively considerable net increase for non-attainment of criteria pollutants or ozone precursors, or TACs. As a result, the project would result in a less than significant cumulative impact for operational emissions.

Air Quality Compliance

The California Environmental Quality Act (CEQA) requires a discussion of any inconsistencies between a proposed project and applicable General Plans and Regional Plans (CEQA Guidelines Section 15125). The regional plan that applies to the proposed project includes the SCAQMD Air Quality Management Plan (AQMP). Therefore, this section discusses any potential inconsistencies of the proposed project with the AQMP.

The purpose of this discussion is to set forth the issues regarding consistency with the assumptions and objectives of the AQMP and discuss whether the proposed project would interfere with the region's ability to

[12] South Coast Air Quality Management District, Potential Control Strategies to Address Cumulative Impacts from Air Pollution White Paper, 1993, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook.

comply with Federal and State air quality standards. If the decision-makers determine that the proposed project is inconsistent, the lead agency may consider project modifications or inclusion of mitigation to eliminate the inconsistency.

The SCAQMD CEQA Handbook states that "New or amended General Plan Elements (including land use zoning and density amendments), Specific Plans, and significant projects must be analyzed for consistency with the AQMP". Strict consistency with all aspects of the plan is usually not required. A proposed project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

(1) Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.
(2) Whether the project will exceed the assumptions in the AQMP in 2022 or increments based on the year of project buildout and phase.

Both of these criteria are evaluated in the following sections.

Criteria 1 – Increase in the Frequency or Severity of Violations

Based on the air quality modeling analysis contained in this Air Analysis, short-term construction impacts will not result in significant impacts based on the SCAQMD regional and local thresholds of significance. This Air Analysis also found that, long-term operations impacts will not result in significant impacts based on the SCAQMD local and regional thresholds of significance.

Therefore, the proposed project is not projected to contribute to the exceedance of any air pollutant concentration standards and is found to be consistent with the AQMP for the first criterion.

Criteria 2 – Exceed Assumptions in the AQMP?

Consistency with the AQMP assumptions is determined by performing an analysis of the proposed project with the assumptions in the AQMP. The emphasis of this criterion is to ensure that the analyses conducted for the proposed project are based on the same forecasts as the AQMP. The 2020-2045 Regional Transportation/Sustainable Communities Strategy prepared by SCAG (2020) includes chapters on: the challenges in a changing region, creating a plan for our future, and the road to greater mobility and sustainable growth. These chapters currently respond directly to federal and state requirements placed on SCAG. Local governments are required to use these as the basis of their plans for purposes of consistency with applicable regional plans under CEQA. For this project, the City of Orange Land Use Plan defines the assumptions that are represented in the AQMP.

The project site has a current land use designation of Low Density Residential (LDR) on the City of Orange General Plan Land Use Policy Map. The project proposes 13 single-family residential dwelling units on approximately 1.93 acres. The proposed project is consistent with the City's R1-6 zoning designation; however, the site is currently zoned as R1-10. The project is not requesting an amendment to the zoning map to rezone the property as R1-6. In accordance with California Government Code Section 65589.5(j)(4), "*For purposes of this section, a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the project site is inconsistent with the general plan. If the local agency has complied with paragraph (2), the local agency may require the proposed housing development project to comply with the objective standards and criteria of the zoning which is consistent with the general plan, however, the standards and criteria shall be applied to facilitate and accommodate development at the density allowed on the site by the general plan and proposed by the proposed housing development project.*" The California Department of Housing and Community Development (HCD) reaffirmed that cities could not require a rezone/reclassification in the Housing Accountability Act Technical Assistance Advisory, issued on September

15, 2020. The project would comply with the R1-6 and PUD standards, as applicable. Furthermore, the SCAQMD acknowledges that strict consistency with all aspects of the AQMP is not required in order to make a finding of no conflict. Rather, a project is considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The project would implement contemporary energy-efficient technologies and regulatory/operational programs required per Title 24, CALGreen and City standards. Generally, compliance with SCAQMD emissions reductions and control requirements also act to reduce project air pollutant emissions. In combination, project emissions-reducing design features and regulatory/operational programs are consistent with and support overarching AQMP air pollution reduction strategies. Project support of these strategies promotes timely attainment of AQMP air quality standards and would bring the project into conformance with the AQMP. Therefore, the proposed project is not anticipated to exceed the AQMP assumptions for the project site and is found to be consistent with the AQMP for the second criterion.

Based on the above, the proposed project will not result in an inconsistency with the SCAQMD AQMP. Therefore, a less than significant impact will occur.

3. GLOBAL CLIMATE CHANGE ANALYSIS

EXISTING GREENHOUSE GAS ENVIRONMENT

Constituent gases of the Earth's atmosphere, called atmospheric greenhouse gases (GHG), play a critical role in the Earth's radiation amount by trapping infrared radiation emitted from the Earth's surface, which otherwise would have escaped to space. Prominent greenhouse gases contributing to this process include carbon dioxide (CO_2), methane (CH_4), ozone, water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs). This phenomenon, known as the Greenhouse Effect, is responsible for maintaining a habitable climate. Anthropogenic (caused or produced by humans) emissions of these greenhouse gases in excess of natural ambient concentrations are responsible for the enhancement of the Greenhouse Effect and have led to a trend of unnatural warming of the Earth's natural climate, known as global warming or climate change. Emissions of gases that induce global warming are attributable to human activities associated with industrial/manufacturing, agriculture, utilities, transportation, and residential land uses. Transportation is responsible for 41 percent of the State's greenhouse gas emissions, followed by electricity generation. Emissions of CO_2 and nitrous oxide (NOx) are byproducts of fossil fuel combustion. Methane, a potent greenhouse gas, results from off-gassing associated with agricultural practices and landfills. Sinks of CO_2, where CO_2 is stored outside of the atmosphere, include uptake by vegetation and dissolution into the ocean. The following provides a description of each of the greenhouse gases and their global warming potential.

Water Vapor

Water vapor is the most abundant, important, and variable GHG in the atmosphere. Water vapor is not considered a pollutant; in the atmosphere it maintains a climate necessary for life. Changes in its concentration are primarily considered a result of climate feedbacks related to the warming of the atmosphere rather than a direct result of industrialization. The feedback loop in which water is involved is critically important to projecting future climate change. As the temperature of the atmosphere rises, more water is evaporated from ground storage (rivers, oceans, reservoirs, soil). Because the air is warmer, the relative humidity can be higher (in essence, the air is able to "hold" more water when it is warmer), leading to more water vapor in the atmosphere. As a GHG, the higher concentration of water vapor is then able to absorb more thermal indirect energy radiated from the Earth, thus further warming the atmosphere. The warmer atmosphere can then hold more water vapor and so on and so on. This is referred to as a "positive feedback loop". The extent to which this positive feedback loop will continue is unknown as there is also dynamics that put the positive feedback loop in check. As an example, when water vapor increases in the atmosphere, more of it will eventually also condense into clouds, which are more able to reflect incoming solar radiation (thus allowing less energy to reach the Earth's surface and heat it up).

Carbon Dioxide (CO_2)

The natural production and absorption of CO_2 is achieved through the terrestrial biosphere and the ocean. However, humankind has altered the natural carbon cycle by burning coal, oil, natural gas, and wood. Since the industrial revolution began in the mid-1700s. Each of these activities has increased in scale and distribution. CO_2 was the first GHG demonstrated to be increasing in atmospheric concentration with the first conclusive measurements being made in the last half of the 20th century. Prior to the industrial revolution, concentrations were fairly stable at 280 parts per million (ppm). The International Panel on Climate Change (IPCC Fifth Assessment Report, 2014) Emissions of CO_2 from fossil fuel combustion and industrial processes contributed about 78% of the total GHG emissions increase from 1970 to 2010, with a similar percentage contribution for the increase during the period 2000 to 2010. Globally, economic and population growth continued to be the most important drivers of increases in CO_2 emissions from fossil fuel combustion. The contribution of population growth between 2000 and 2010 remained roughly identical to the previous three decades, while the contribution of economic growth has risen sharply.

Methane (CH_4)

CH_4 is an extremely effective absorber of radiation, although its atmospheric concentration is less than that of CO_2. Its lifetime in the atmosphere is brief (10 to 12 years), compared to some other GHGs (such as CO_2, N_2O, and Chlorofluorocarbons (CFCs). CH_4 has both natural and anthropogenic sources. It is released as part of the biological processes in low oxygen environments, such as in swamplands or in rice production (at the roots of the plants). Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of methane. Other anthropocentric sources include fossil-fuel combustion and biomass burning.

Nitrous Oxide (N_2O)

Concentrations of N_2O also began to rise at the beginning of the industrial revolution. In 1998, the global concentration of this GHG was documented at 314 parts per billion (ppb). N_2O is produced by microbial processes in soil and water, including those reactions which occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load. It is also commonly used as an aerosol spray propellant, (i.e., in whipped cream bottles, in potato chip bags to keep chips fresh, and in rocket engines and in race cars).

Chlorofluorocarbons (CFC)

CFCs are gases formed synthetically by replacing all hydrogen atoms in methane or ethane (C_2H_6) with chlorine and/or fluorine atoms. CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the Earth's surface). CFCs have no natural source, but were first synthesized in 1928. It was used for refrigerants, aerosol propellants, and cleaning solvents. Due to the discovery that they are able to destroy stratospheric ozone, a global effort to halt their production was undertaken and in 1989 the European Community agreed to ban CFCs by 2000 and subsequent treaties banned CFCs worldwide by 2010. This effort was extremely successful, and the levels of the major CFCs are now remaining level or declining. However, their long atmospheric lifetimes mean that some of the CFCs will remain in the atmosphere for over 100 years.

Hydrofluorocarbons (HFC)

HFCs are synthetic man-made chemicals that are used as a substitute for CFCs. Out of all the GHGs, they are one of three groups with the highest global warming potential. The HFCs with the largest measured atmospheric abundances are (in order), HFC-23 (CHF_3), HFC-134a (CF_3CH_2F), and HFC-152a (CH_3CHF_2). Prior to 1990, the only significant emissions were HFC-23. HFC-134a use is increasing due to its use as a refrigerant. Concentrations of HFC-23 and HFC-134a in the atmosphere are now about 10 parts per trillion (ppt) each. Concentrations of HFC-152a are about 1 ppt. HFCs are manmade for applications such as automobile air conditioners and refrigerants.

Perfluorocarbons (PFC)

PFCs have stable molecular structures and do not break down through the chemical processes in the lower atmosphere. High-energy ultraviolet rays about 60 kilometers above Earth's surface are able to destroy the compounds. Because of this, PFCs have very long lifetimes, between 10,000 and 50,000 years. Two common PFCs are tetrafluoromethane (CF_4) and hexafluoroethane (C_2F_6). Concentrations of CF_4 in the atmosphere are over 70 ppt. The two main sources of PFCs are primary aluminum production and semiconductor manufacturing.

Sulfur Hexafluoride (SF_6)

SF_6 is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF_6 has the highest global warming potential of any gas evaluated; 23,900 times that of CO_2. Concentrations in the 1990s were about 4 ppt. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Aerosols

Aerosols are particles emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light. Cloud formation can also be affected by aerosols. Sulfate aerosols are emitted when fuel containing sulfur is burned. Black carbon (or soot) is emitted during biomass burning due to the incomplete combustion of fossil fuels. Particulate matter regulation has been lowering aerosol concentrations in the United States; however, global concentrations are likely increasing.

Global Warming Potential

The Global Warming Potential (GWP) was developed to allow comparisons of the global warming impacts of different gases. Specifically, it is a measure of how much energy the emissions of 1 ton of a gas will absorb over a given period of time, relative to the emissions of 1 ton of carbon dioxide (CO_2). The larger the GWP, the more that a given gas warms the Earth compared to CO_2 over that time period. The time period usually used for GWPs is 100 years. GWPs provide a common unit of measure, which allows analysts to add up emissions estimates of different gases (e.g., to compile a national GHG inventory), and allows policymakers to compare emissions reduction opportunities across sectors and gases. A summary of the atmospheric lifetime and the global warming potential of selected gases are summarized in Table 10. As shown in Table 10, the global warming potential of GHGs ranges from 1 to 22,800.

Table 10
Global Warming Potentials and Atmospheric Lifetimes

Gas	Atmospheric Lifetime	(100 Year Horizon)
Carbon Dioxide (CO_2)	-- [2]	1
Methane (CH_4)	12	28-36
Nitrous Oxide (NO)	114	298
Hydrofluorocarbons (HFCs)	1-270	12-14,800
Perfluorocarbons (PFCs)	2,600-50,000	7,390-12,200
Nitrogen trifluoride (NF_3)	740	17,200
Sulfur Hexafluoride (SF_6)	3,200	22,800

Notes:

Source: http://www3.epa.gov/climatechange/ghgemissions/gases.html

(1) Compared to the same quantity of CO_2 emissions.

(2) Carbon dioxide's lifetime is poorly defined because the gas is not destroyed over time, but instead moves among different parts of the ocean–atmosphere–land system. Some of the excess carbon dioxide will be absorbed quickly (for example, by the ocean surface), but some will remain in the atmosphere for thousands of years, due in part to the very slow process by which carbon is transferred to ocean sediments.

GREENHOUSE GAS STANDARDS AND REGULATION

International

Montreal Protocol

In 1988, the United Nations established the Intergovernmental Panel on Climate Change (IPCC) to evaluate the impacts of global climate change and to develop strategies that nations could implement to curtail global climate change. In 1992, the United States joined other countries around the world in signing the United Nations' Framework Convention on Climate Change (UNFCCC) agreement with the goal of controlling GHG emissions. As a result, the Climate Change Action Plan was developed to address the reduction of GHGs in the United States. The plan consists of more than 50 voluntary programs.

Additionally, the Montreal Protocol was originally signed in 1987 and substantially amended in 1990 and 1992. The Montreal Protocol stipulates that the production and consumption of compounds that deplete ozone in the stratosphere—CFCs, halons, carbon tetrachloride, and methyl chloroform—were to be phased out, with the first three by the year 2000 and methyl chloroform by 2005.

The Paris Agreement

The Paris Agreement became effective on November 4, 2016. Thirty days after this date at least 55 Parties to the United Nations Framework Convention on Climate Change (Convention), accounting in total for at least an estimated 55 % of the total global greenhouse gas emissions, had deposited their instruments of ratification, acceptance, approval or accession with the Depositary.

The Paris Agreement built upon the Convention and – for the first time – attempted to bring all nations into a common cause to undertake ambitious efforts to combat climate change and adapt to its effects, with enhanced support to assist developing countries to do so. As such, it charts a new course in the global climate effort.

The Paris Agreement's central aim is to strengthen the global response to the threat of climate change by keeping a global temperature rise this century well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees Celsius. Additionally, the agreement aims to strengthen the ability of countries to deal with the impacts of climate change. To reach these ambitious goals, appropriate financial flows, a new technology framework and an enhanced capacity building framework will be put in place, thus supporting action by developing countries and the most vulnerable countries, in line with their own national objectives. The Agreement also provides for enhanced transparency of action and support through a more robust transparency framework.

Federal

The United States Environmental Protection Agency (USEPA) is responsible for implementing federal policy to address GHGs. The federal government administers a wide array of public-private partnerships to reduce the GHG intensity generated in the United States. These programs focus on energy efficiency, renewable energy, methane and other non-CO2 gases, agricultural practices, and implementation of technologies to achieve GHG reductions. The USEPA implements numerous voluntary programs that contribute to the reduction of GHG emissions. These programs (e.g., the ENERGY STAR labeling system for energy-efficient products) play a significant role in encouraging voluntary reductions from large corporations, consumers, industrial and commercial buildings, and many major industrial sectors.

In Massachusetts v. Environmental Protection Agency (Docket No. 05–1120), argued November 29, 2006 and decided April 2, 2007, the U.S. Supreme Court held that not only did the EPA have authority to regulate greenhouse gases, but the EPA's reasons for not regulating this area did not fit the statutory requirements. As

such, the U.S. Supreme Court ruled that the EPA should be required to regulate CO_2 and other greenhouse gases as pollutants under the federal Clean Air Act (CAA).

In response to the FY2008 Consolidations Appropriations Act (H.R. 2764; Public Law 110-161), EPA proposed a rule on March 10, 2009 that requires mandatory reporting of GHG emissions from large sources in the United States. On September 22, 2009, the Final Mandatory Reporting of GHG Rule was signed and published in the Federal Register on October 30, 2009. The rule became effective on December 29, 2009. This rule requires suppliers of fossil fuels or industrial GHGs, manufacturers of vehicles and engines, and facilities that emit 25,000 metric tons or more per year of GHG emissions to submit annual reports to EPA.

On December 7, 2009, the EPA Administrator signed two distinct findings under section 202(a) of the Clean Air Act. One is an endangerment finding that finds concentrations of the six GHGs in the atmosphere threaten the public health and welfare of current and future generations. The other is a cause or contribute finding, that finds emissions from new motor vehicles and new motor vehicle engines contribute to the GHG pollution which threatens public health and welfare. These actions will not themselves impose any requirements on industry or other entities. However, it is a prerequisite to finalizing the EPA's proposed GHG emission standards for light-duty vehicles, which were jointly proposed by the EPA and Department of Transportation on September 15, 2009.

Clean Air Act

In Massachusetts v. Environmental Protection Agency (Docket No. 05–1120), the U.S. Supreme Court held in April of 2007 that the USEPA has statutory authority under Section 202 of the federal Clean Air Act (CAA) to regulate GHGs. The court did not hold that the USEPA was required to regulate GHG emissions; however, it indicated that the agency must decide whether GHGs cause or contribute to air pollution that is reasonably anticipated to endanger public health or welfare. On December 7, 2009, the USEPA Administrator signed two distinct findings regarding GHGs under Section 202(a) of the CAA. The USEPA adopted a Final Endangerment finding for the six defined GHGs (CO_2, CH_4, N_2O, HFCs, PFCs, and SF_6) on December 7, 2009. The Endangerment Finding is required before USEPA can regulate GHG emissions under Section 202(a)(1) of the CAA consistently with the United States Supreme Court decision. The USEPA also adopted a Cause or Contribute Finding in which the USEPA Administrator found that GHG emissions from new motor vehicle and motor vehicle engines are contributing to air pollution, which is endangering public health and welfare. These findings do not, by themselves, impose any requirements on industry or other entities. However, these actions were a prerequisite for implementing GHG emissions standards for vehicles.

Energy Independence Security Act

The Energy Independence and Security Act of 2007 (EISA) facilitates the reduction of national GHG emissions by requiring the following:

- Increasing the supply of alternative fuel sources by setting a mandatory Renewable Fuel Standard (RFS) that requires fuel producers to use at least 36 billion gallons of biofuel in 2022;
- Prescribing or revising standards affecting regional efficiency for heating and cooling products, procedures for new or amended standards, energy conservation, energy efficiency labeling for consumer electronic products, residential boiler efficiency, electric motor efficiency, and home appliances;
- Requiring approximately 25 percent greater efficiency for light bulbs by phasing out incandescent light bulbs between 2012 and 2014; requiring approximately 200 percent greater efficiency for light bulbs, or similar energy savings, by 2020; and
- While superseded by the USEPA and NHTSA actions described above, (i) establishing miles per gallon targets for cars and light trucks and (ii) directing the NHTSA to establish a fuel economy program for medium- and heavy-duty trucks and create a separate fuel economy standard for trucks.

Additional provisions of EISA address energy savings in government and public institutions, promote research for alternative energy, additional research in carbon capture, international energy programs, and the creation of green jobs.[13]

Executive Order 13432

In response to the Massachusetts v. Environmental Protection Agency ruling, the President signed Executive Order 13432 on May 14, 2007, directing the USEPA, along with the Departments of Transportation, Energy, and Agriculture, to initiate a regulatory process that responds to the Supreme Court's decision. Executive Order 13432 was codified into law by the 2009 Omnibus Appropriations Law signed on February 17, 2009. The order sets goals in the areas of energy efficiency, acquisition, renewable energy, toxics reductions, recycling, sustainable buildings, electronics stewardship, fleets, and water conservation. Light-Duty Vehicle Greenhouse Gas and Corporate Average Fuel Economy Standards.

On May 19, 2009, President Obama announced a national policy for fuel efficiency and emissions standards in the United States auto industry. The adopted federal standard applies to passenger cars and light-duty trucks for model years 2012 through 2016. The rule surpasses the prior Corporate Average Fuel Economy standards (CAFE)[14] and requires an average fuel economy standard of 35.5 miles per gallon (mpg) and 250 grams of CO2 per mile by model year 2016, based on USEPA calculation methods. These standards were formally adopted on April 1, 2010. In August 2012, standards were adopted for model year 2017 through 2025 for passenger cars and light-duty trucks. By 2025, vehicles are required to achieve 54.5 mpg (if GHG reductions are achieved exclusively through fuel economy improvements) and 163 grams of CO2 per mile. According to the USEPA, a model year 2025 vehicle would emit one-half of the GHG emissions from a model year 2010 vehicle.[15] In 2017, the USEPA recommended no change to the GHG standards for light-duty vehicles for model years 2022-2025.

Issued by NHTSA and EPA in March 2020 (published on April 30, 2020 and effective after June 29, 2020), the Safer Affordable Fuel-Efficient Vehicles Rule would maintain the CAFE and CO2 standards applicable in model year 2020 for model years 2021 through 2026. The estimated CAFE and CO2 standards for model year 2020 are 43.7 mpg and 204 grams of CO2 per mile for passenger cars and 31.3 mpg and 284 grams of CO2 per mile for light trucks, projecting an overall industry average of 37 mpg, as compared to 46.7 mpg under the standards issued in 2012. This Rule also excludes CO2- equivalent emission improvements associated with air conditioning refrigerants and leakage (and, optionally, offsets for nitrous oxide and methane emissions) after model year 2020.[16]

State of California

California Air Resources Board

CARB, a part of the California Environmental Protection Agency (CalEPA), is responsible for the coordination and administration of both federal and state air pollution control programs within California. In this capacity,

[13] A green job, as defined by the United States Department of Labor, is a job in business that produces goods or provides services that benefit the environment or conserve natural resources.

[14] The Corporate Average Fuel Economy standards are regulations in the United States, first enacted by Congress in 1975, to improve the average fuel economy of cars and light trucks. The U.S Department of Transportation has delegated the National Highway Traffic Safety Administration as the regulatory agency for the Corporate Average Fuel Economy standards.

[15] United States Environmental Protection Agency, EPA and NHTSA Set Standards to Reduce Greenhouse Gases and Improve Fuel Economy for Model Years 2017-2025 Cars and Light Trucks, August 2012, https://nepis.epa.gov/Exe/ZyPDF.cgi/P100EZ7C.PDF?Dockey=P100EZ7C.PDF.

[16] National Highway Traffic Safety Administration (NHTSA) and U.S. Environmental Protection Agency (USEPA), 2018. Federal Register / Vol. 83, No. 165 / Friday, August 24, 2018 / Proposed Rules, The Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021–2026 Passenger Cars and Light Trucks 2018. Available at: https://www.gpo.gov/fdsys/pkg/FR-2018-08-24/pdf/2018-16820.pdf.

CARB conducts research, sets state ambient air quality standards (California Ambient Air Quality Standards [CAAQS]), compiles emission inventories, develops suggested control measures, and provides oversight of local programs. CARB establishes emissions standards for motor vehicles sold in California, consumer products (such as hairspray, aerosol paints, and barbecue lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions.

In 2004, the California Air Resources Board (CARB) adopted an Airborne Toxic Control Measure to limit heavy-duty diesel motor vehicle idling in order to reduce public exposure to diesel particulate matter and other toxic air contaminants (Title 13 California Code of Regulations [CCR], Section 2485). The measure applies to diesel-fueled commercial vehicles with gross vehicle weight ratings greater than 10,000 pounds that are licensed to operate on highways, regardless of where they are registered. This measure generally does not allow diesel-fueled commercial vehicles to idle for more than 5 minutes at any given location with certain exemptions for equipment in which idling is a necessary function such as concrete trucks. While this measure primarily targets diesel particulate matter emissions, it has co-benefits of minimizing GHG emissions from unnecessary truck idling.

In 2008, CARB approved the Truck and Bus regulation to reduce particulate matter and nitrogen oxide emissions from existing diesel vehicles operating in California (13 CCR, Section 2025, subsection (h)). CARB has also promulgated emission standards for off-road diesel construction equipment of greater than 25 horsepower such as bulldozers, loaders, backhoes and forklifts, as well as many other self-propelled off-road diesel vehicles. The regulation, adopted by the CARB on July 26, 2007, aims to reduce emissions by installation of diesel soot filters and encouraging the retirement, replacement, or repower of older, dirtier engines with newer emission-controlled models. While these regulations primarily target reductions in criteria air pollutant emission, they have co-benefits of minimizing GHG emissions due to improved engine efficiencies.

The State currently has no regulations that establish ambient air quality standards for GHGs. However, the State has passed laws directing CARB to develop actions to reduce GHG emissions, which are listed below.

Assembly Bill 1493

California Assembly Bill 1493 enacted on July 22, 2002, required the CARB to develop and adopt regulations that reduce GHGs emitted by passenger vehicles and light duty trucks. In 2005, the CARB submitted a "waiver" request to the EPA from a portion of the federal Clean Air Act in order to allow the State to set more stringent tailpipe emission standards for CO_2 and other GHG emissions from passenger vehicles and light duty trucks. On December 19, 2007 the EPA announced that it denied the "waiver" request. On January 21, 2009, CARB submitted a letter to the EPA administrator regarding the State's request to reconsider the waiver denial. The EPA approved the waiver on June 30, 2009.

Executive Order S-3-05

The California Governor issued Executive Order S-3-05, GHG Emission, in June 2005, which established the following reduction targets:

- By 2010, California shall reduce GHG emissions to 2000 levels;
- By 2020, California shall reduce GHG emissions to 1990 levels; and
- By 2050, California shall reduce GHG emissions to 80 percent below 1990 levels.

The Executive Order directed the secretary of the California Environmental Protection Agency (CalEPA) to coordinate a multi-agency effort to reduce GHG emissions to the target levels. To comply with the Executive Order, the secretary of CalEPA created the California Climate Action Team (CAT), made up of members from various state agencies and commissions. The team released its first report in March 2006. The report proposed

to achieve the targets by building on the voluntary actions of businesses, local governments, and communities and through State incentive and regulatory programs.

Assembly Bill 32 (California Health and Safety Code, Division 25.5 – California Global Warming Solutions Act of 2006)

In 2006, the California State Legislature adopted Assembly Bill (AB) 32 (codified in the California Health and Safety Code [HSC], Division 25.5 – California Global Warming Solutions Act of 2006), which focuses on reducing GHG emissions in California to 1990 levels by 2020. HSC Division 25.5 defines GHGs as CO2, CH4, N2O, HFCs, PFCs, and SF6 and represents the first enforceable statewide program to limit emissions of these GHGs from all major industries with penalties for noncompliance. The law further requires that reduction measures be technologically feasible and cost effective. Under HSC Division 25.5, CARB has the primary responsibility for reducing GHG emissions. CARB is required to adopt rules and regulations directing state actions that would achieve GHG emissions reductions equivalent to 1990 statewide levels by 2020.

Senate Bill 32 and Assembly Bill 197

In 2016, the California State Legislature adopted Senate Bill (SB) 32 and its companion bill AB 197, and both were signed by Governor Brown. SB 32 and AB 197 amends HSC Division 25.5 and establishes a new climate pollution reduction target of 40 percent below 1990 levels by 2030 and includes provisions to ensure the benefits of state climate policies reach into disadvantaged communities.

Climate Change Scoping Plan (2008)

A specific requirement of AB 32 was to prepare a Climate Change Scoping Plan for achieving the maximum technologically feasible and cost-effective GHG emission reduction by 2020 (Health and Safety Code section 38561 (h)). CARB developed an AB 32 Scoping Plan that contains strategies to achieve the 2020 emissions cap. The initial Scoping Plan was approved in 2008 and contains a mix of recommended strategies that combined direct regulations, market-based approaches, voluntary measures, policies, and other emission reduction programs calculated to meet the 2020 statewide GHG emission limit and initiate the transformations needed to achieve the State's long-range climate objectives.

As required by HSC Division 25.5, CARB approved the 1990 GHG emissions inventory, thereby establishing the emissions limit for 2020. The 2020 emissions limit was originally set at 427 $MMTCO_2e$ using the GWP values from the IPCC SAR. CARB also projected the state's 2020 GHG emissions under no-action-taken (NAT) conditions – that is, emissions that would occur without any plans, policies, or regulations to reduce GHG emissions. CARB originally used an average of the state's GHG emissions from 2002 through 2004 and projected the 2020 levels at approximately 596 $MMTCO_2e$ (using GWP values from the IPCC SAR). Therefore, under the original projections, the state must reduce its 2020 NAT emissions by 28.4 percent in order to meet the 1990 target of 427 $MMTCO_2e$.

First Update to the Climate Change Scoping Plan (2014)

The First Update to the Scoping Plan was approved by CARB in May 2014 and builds upon the initial Scoping Plan with new strategies and recommendations. In 2014, CARB revised the target using the GWP values from the IPCC AR4 and determined that the 1990 GHG emissions inventory and 2020 GHG emissions limit is 431 $MMTCO_2e$. CARB also updated the State's 2020 NAT emissions estimate to account for the effect of the 2007–2009 economic recession, new estimates for future fuel and energy demand, and the reductions required by regulation that were recently adopted for motor vehicles and renewable energy. CARB's projected statewide 2020 emissions estimate using the GWP values from the IPCC AR4 is 509.4 $MMTCO_2e$.

2017 Climate Change Scoping Plan

In response to the 2030 GHG reduction target, CARB adopted the 2017 Climate Change Scoping Plan at a public meeting held in December 2017. The 2017 Scoping Plan outlines the strategies the State will implement to achieve the 2030 GHG reduction target of 40 percent below 1990 levels. The 2017 Scoping Plan also addresses GHG emissions from natural and working lands of California, including the agriculture and forestry sectors. The 2017 Scoping Plan considered the Scoping Plan Scenario and four alternatives for achieving the required GHG reductions but ultimately selected the Scoping Plan Scenario.

CARB states that the Scoping Plan Scenario "is the best choice to achieve the State's climate and clean air goals."[17] Under the Scoping Plan Scenario, the majority of the reductions would result from the continuation of the Cap-and-Trade regulation. Additional reductions are achieved from electricity sector standards (i.e., utility providers to supply at least 50 percent renewable electricity by 2030), doubling the energy efficiency savings at end uses, additional reductions from the LCFS, implementing the short-lived GHG strategy (e.g., hydrofluorocarbons), and implementing the mobile source strategy and sustainable freight action plan. The alternatives were designed to consider various combinations of these programs, as well as consideration of a carbon tax in the event the Cap-and-Trade regulation is not continued. However, in July 2017, the California Legislature voted to extend the Cap-and-Trade regulation to 2030. Implementing this Scoping Plan will ensure that California's climate actions continue to promote innovation, drive the generation of new jobs, and achieve continued reductions of smog and air toxics. The ambitious approach draws on a decade of successful programs that address the major sources of climate-changing gases in every sector of the economy:

- More Clean Cars and Trucks: The plan sets out far-reaching programs to incentivize the sale of millions of zero-emission vehicles, drive the deployment of zero-emission trucks, and shift to a cleaner system of handling freight statewide.
- Increased Renewable Energy: California's electric utilities are ahead of schedule meeting the requirement that 33 percent of electricity come from renewable sources by 2020. The Scoping Plan guides utilities to 50 percent renewables, as required under SB 350.
- Slashing Super-Pollutants: The plan calls for a significant cut in super-pollutants such as methane and HFC refrigerants, which are responsible for as much as 40 percent of global warming.
- Cleaner Industry and Electricity: California's renewed cap-and-trade program extends the declining cap on emissions from utilities and industries and the carbon allowance auctions. The auctions will continue to fund investments in clean energy and efficiency, particularly in disadvantaged communities.
- Cleaner Fuels: The Low Carbon Fuel Standard will drive further development of cleaner, renewable transportation fuels to replace fossil fuels.
- Smart Community Planning: Local communities will continue developing plans which will further link transportation and housing policies to create sustainable communities.
- Improved Agriculture and Forests: The Scoping Plan also outlines innovative programs to account for and reduce emissions from agriculture, as well as forests and other natural lands.

The 2017 Scoping Plan also evaluates reductions of smog-causing pollutants through California's climate programs.

2022 Climate Change Scoping Plan

CARB adopted the 2022 Scoping Plan for Achieving Carbon Neutrality on November 16, 2022. The 2022 Scoping Plan lays out the sector-by-sector roadmap for California, the world's fifth largest economy, to achieve

[17] California Air Resources Board, California's 2017 Climate Change Scoping Plan, November 2017, https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf

carbon neutrality by 2045 or earlier, outlining a technologically feasible, cost-effective, and equity-focused path to achieve the state's climate target. The Plan addresses recent legislation and direction from Governor Newsom and extends and expands upon earlier plans with a target of reducing anthropogenic emissions to 85 percent below 1990 levels by 2045. The plan also takes the unprecedented step of adding carbon neutrality as a science-based guide and touchstone for California's climate work. Specifically, this plan:

- Identifies a path to keep California on track to meet its SB 32 GHG reduction target of at least 40 percent below 1990 emissions by 2030.
- Identifies a technologically feasible, cost-effective path to achieve carbon neutrality by 2045 and a reduction in anthropogenic emissions by 85 percent below 1990 levels.
- Focuses on strategies for reducing California's dependency on petroleum to provide consumers with clean energy options that address climate change, improve air quality, and support economic growth and clean sector jobs.
- Integrates equity and protecting California's most impacted communities as driving principles throughout the document.
- Incorporates the contribution of natural and working lands (NWL) to the state's GHG emissions, as well as their role in achieving carbon neutrality.
- Relies on the most up-to-date science, including the need to deploy all viable tools to address the existential threat that climate change presents, including carbon capture and sequestration, as well as direct air capture.
- Evaluates the substantial health and economic benefits of taking action.
- Identifies key implementation actions to ensure success.

SB 32, Pavley. California Global Warming Solutions Act of 2006

(1) The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. This bill would require the state board to ensure that statewide greenhouse gas emissions are reduced to 40% below the 1990 level by 2030.
(2) This bill would become operative only if AB 197 of the 2015–16 Regular Session is enacted and becomes effective on or before January 1, 2017. AB 197 requires that the California Air Resources Board, which directs implementation of emission-reduction programs, should target direct reductions at both stationary and mobile sources. AB 197 of the 2015-2016 Regular Session was approved on September 8, 2016.

Executive Order S-1-07

Executive Order S-1-07 was issued in 2007 and proclaims that the transportation sector is the main source of GHG emissions in the State, since it generates more than 40 percent of the State's GHG emissions. It establishes a goal to reduce the carbon intensity of transportation fuels sold in the State by at least ten percent by 2020. This Order also directs the CARB to determine whether this Low Carbon Fuel Standard (LCFS) could be adopted as a discrete early-action measure as part of the effort to meet the mandates in AB 32.

On April 23, 2009, the CARB approved the proposed regulation to implement the low carbon fuel standard. The low carbon fuel standard is anticipated to reduce GHG emissions by about 16 MMT per year by 2020. The low carbon fuel standard is designed to provide a framework that uses market mechanisms to spur the steady introduction of lower carbon fuels. The framework establishes performance standards that fuel

producers and importers must meet each year beginning in 2011. Separate standards are established for gasoline and diesel fuels and the alternative fuels that can replace each. The standards are "back-loaded", with more reductions required in the last five years, than during the first five years. This schedule allows for the development of advanced fuels that are lower in carbon than today's fuels and the market penetration of plug-in hybrid electric vehicles, battery electric vehicles, fuel cell vehicles, and flexible fuel vehicles. It is anticipated that compliance with the low carbon fuel standard will be based on a combination of both lower carbon fuels and more efficient vehicles.

Reformulated gasoline mixed with corn-derived ethanol at ten percent by volume and low sulfur diesel fuel represent the baseline fuels. Lower carbon fuels may be ethanol, biodiesel, renewable diesel, or blends of these fuels with gasoline or diesel as appropriate. Compressed natural gas and liquefied natural gas also may be low carbon fuels. Hydrogen and electricity, when used in fuel cells or electric vehicles are also considered as low carbon fuels for the low carbon fuel standard.

Senate Bill 97

Senate Bill 97 (SB 97) was adopted August 2007 and acknowledges that climate change is a prominent environmental issue that requires analysis under CEQA. SB 97 directed the Governor's Office of Planning and Research (OPR), which is part of the State Natural Resources Agency, to prepare, develop, and transmit to the CARB guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, as required by CEQA, by July 1, 2009. The Natural Resources Agency was required to certify and adopt those guidelines by January 1, 2010.

Pursuant to the requirements of SB 97 as stated above, on December 30, 2009, the Natural Resources Agency adopted amendments to the state CEQA guidelines that address GHG emissions. The CEQA Guidelines Amendments changed 14 sections of the CEQA Guidelines and incorporate GHG language throughout the Guidelines. However, no GHG emissions thresholds of significance were provided and no specific mitigation measures were identified. The GHG emission reduction amendments went into effect on March 18, 2010, and are summarized below:

- Climate action plans and other greenhouse gas reduction plans can be used to determine whether a project has significant impacts, based upon its compliance with the plan.
- Local governments are encouraged to quantify the greenhouse gas emissions of proposed projects, noting that they have the freedom to select the models and methodologies that best meet their needs and circumstances. The section also recommends consideration of several qualitative factors that may be used in the determination of significance, such as the extent to which the given project complies with state, regional, or local GHG reduction plans and policies. OPR does not set or dictate specific thresholds of significance. Consistent with existing CEQA Guidelines, OPR encourages local governments to develop and publish their own thresholds of significance for GHG impacts assessment.
- When creating their own thresholds of significance, local governments may consider the thresholds of significance adopted or recommended by other public agencies, or recommended by experts.
- New amendments include guidelines for determining methods to mitigate the effects of greenhouse gas emissions in Appendix F of the CEQA Guidelines.
- OPR is clear to state that "to qualify as mitigation, specific measures from an existing plan must be identified and incorporated into the project; general compliance with a plan, by itself, is not mitigation".
- OPR's emphasizes the advantages of analyzing GHG impacts on an institutional, programmatic level. OPR therefore approves tiering of environmental analyses and highlights some benefits of such an approach.
- Environmental impact reports (EIRs) must specifically consider a project's energy use and energy efficiency potential.

Senate Bill 100

Senate Bill 100 (SB 100) requires 100 percent of total retail sales of electricity in California to come from eligible renewable energy resources and zero-carbon resources by December 31, 2045. SB 100 was adopted September 2018.

The interim thresholds from prior Senate Bills and Executive Orders would also remain in effect. These include Senate Bill 1078 (SB 1078), which requires retail sellers of electricity, including investor-owned utilities and community choice aggregators, to provide at least 20 percent of their supply from renewable sources by 2017. Senate Bill 107 (SB 107) which changed the target date to 2010. Executive Order S-14-08, which was signed on November 2008 and expanded the State's Renewable Energy Standard to 33 percent renewable energy by 2020. Executive Order S-21-09 directed the CARB to adopt regulations by July 31, 2010 to enforce S-14-08. Senate Bill X1-2 codifies the 33 percent renewable energy requirement by 2020.

Senate Bill 375

Senate Bill 375 (SB 375) was adopted September 2008 and aligns regional transportation planning efforts, regional GHG emission reduction targets, and land use and housing allocation. SB 375 requires Metropolitan Planning Organizations (MPO) to adopt a sustainable communities strategy (SCS) or alternate planning strategy (APS) that will prescribe land use allocation in that MPOs Regional Transportation Plan (RTP). The CARB, in consultation with each MPO, will provide each affected region with reduction targets for GHGs emitted by passenger cars and light trucks in the region for the years 2020 and 2035. These reduction targets will be updated every eight years but can be updated every four years if advancements in emissions technologies affect the reduction strategies to achieve the targets. The CARB is also charged with reviewing each MPO's sustainable communities strategy or alternate planning strategy for consistency with its assigned targets.

The proposed project is located within the Southern California Association of Governments (SCAG) jurisdiction, which has authority to develop the SCS or APS. For the SCAG region, the targets set by the CARB are at eight percent below 2005 per capita GHG emissions levels by 2020 and 19 percent below 2005 per capita GHG emissions levels by 2035. These reduction targets became effective October 2018.

Senate Bill X7-7

Senate Bill X7-7 (SB X7-7), enacted on November 9, 2009, mandates water conservation targets and efficiency improvements for urban and agricultural water suppliers. SB X7-7 requires the Department of Water Resources (DWR) to develop a task force and technical panel to develop alternative best management practices for the water sector. In addition, SB X7-7 required the DWR to develop criteria for baseline uses for residential, commercial, and industrial uses for both indoor and landscaped area uses. The DWR was also required to develop targets and regulations that achieve a statewide 20 percent reduction in water usage.

Assembly Bill 939 and Senate Bill 1374

Assembly Bill 939 (AB 939) requires that each jurisdiction in California to divert at least 50 percent of its waste away from landfills, whether through waste reduction, recycling or other means. Senate Bill 1374 (SB 1374) requires the California Integrated Waste Management Board to adopt a model ordinance by March 1, 2004, suitable for adoption by any local agency to require 50 to 75 percent diversion of construction and demolition of waste materials from landfills.

California Code of Regulations (CCR) Title 24, Part 6

CCR Title 24, Part 6: California's Energy Efficiency Standards for Residential and Nonresidential Buildings (Title 24) were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new

energy efficiency technologies and methods. Although it was not originally intended to reduce GHG emissions, electricity production by fossil fuels results in GHG emissions and energy efficient buildings require less electricity. Therefore, increased energy efficiency results in decreased GHG emissions.

The Energy Commission adopted 2008 Standards on April 23, 2008, and Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. 2013 Standards were approved and have been effective since July 1, 2014. 2016 Standards were adopted January 1, 2017. 2019 standards were published July 1, 2019 and became effective January 1, 2020. The 2016 residential standards were estimated to be approximately 28 percent more efficient than the 2013 standards, whereas the 2019 residential standards are estimated to be approximately 7 percent more efficient than the 2016 standards. Furthermore, once rooftop solar electricity generation is factored in, 2019 residential standards are estimated to be approximately 53 percent more efficient than the 2016 standards. Under the 2019 standards, nonresidential buildings are estimated to be approximately 30 percent more efficient than the 2016 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas emissions.

Per Section 100 Scope, the 2019 Title 24, Part 6 Building Code now requires healthcare facilities, such as assisted living facilities, hospitals, and nursing homes, to meet documentation requirements of Title 24, Part 1 Chapter 7 – Safety Standards for Health Facilities. A healthcare facility is defined as any building or portion thereof licensed pursuant to California Health and Safety Code Division 2, Chapter 1, Section 1204 or Chapter 2, Section 1250.

Section 120.1 Ventilation and Indoor Air Quality included both additions and revisions in the 2019 Code. This section now requires nonresidential and hotel/motel buildings to have air filtration systems that use forced air ducts to supply air to occupiable spaces to have air filters. Further, the air filter efficiency must be either MERV 13 or use a particle size efficiency rating specific in the Energy Code AND be equipped with air filters with a minimum 2-inch depth or minimum 1-inch depth if sized according to the equation 120.1-A. If natural ventilation is to be used the space must also use mechanical unless ventilation openings are either permanently open or controlled to stay open during occupied times. The 2019 version of the Code also completely revised the minimum ventilation requirements including DVC airflow rates within Section 120.1 Table 120.1–A. Table 120.1-A now includes air classification and recirculation limitations, these are based on either the number of occupants or the CFM/ft^2 (cubic feet per minute per square foot), whichever is greater.

Section 120.1 Ventilation and Indoor Air Quality also included additions for high-rise residential buildings. Requirements include that mechanical systems must provide air filters that and that air filters must be MERV 13 or use a particle size efficiency rating specified in the Energy Code. Window operation is no longer a method allowed to meet ventilation requirements, continuous operation of central forced air system handlers used in central fan integrated ventilation system is not a permissible method of providing the dwelling unit ventilation airflow, and central ventilation systems that serve multiple dwelling units must be balanced to provide ventilation airflow to each dwelling unit. In addition, requirements for kitchen range hoods were also provided in the updated Section 120.1.

Per Section 120.1(a) healthcare facilities must be ventilated in accordance with Chapter 4 of the California Mechanical Code and are NOT required to meet the ventilations requirements of Title 24, Part 6.

Section 140.4 Space Conditioning Systems included both additions and revisions within the 2019 Code. The changes provided new requirements for cooling tower efficiency, new chilled water-cooling system requirements, as well as new formulas for calculating allowed fan power. Section 140.4(n) also provide a new exception for mechanical system shut-offs for high-rise multifamily dwelling units, while Section 140.4(o) added new requirements for conditioned supply air being delivered to space with mechanical exhaust.

Section 120.6 Covered Processes added information in regards to adiabatic chiller requirements that included that all condenser fans for air-cooled converseness, evaporative-cooled condensers, adiabatic condensers, gas coolers, air or water fluid coolers or cooling towers must be continuously variable speed, with the speed of all

fans serving a common condenser high side controlled in unison .Further, the mid-condensing setpoint must be 70 degrees Fahrenheit for all of the above mentioned systems.

New regulations were also adopted under Section 130.1 Indoor Lighting Controls. These included new exceptions being added for restrooms, the exception for classrooms being removed, as well as exceptions in regard to sunlight provided through skylights and overhangs.

Section 130.2 Outdoor Lighting Controls and Equipment added automatic scheduling controls which included that outdoor lighting power must be reduced by 50 to 90 percent, turn the lighting off during unoccupied times and have at least two scheduling options for each luminaire independent from each other and with a 2-hour override function. Furthermore, motion sensing controls must have the ability to reduce power within 15 minutes of area being vacant and be able to come back on again when occupied. An exception allows for lighting subject to a health or life safety statute, ordinance, or regulation may have a minimum time-out period longer than 15 minutes or a minimum dimming level above 50% when necessary to comply with the applicable law.

The 2022 Building Energy Efficiency Standards became effective on January 1, 2023.[18] The core focus of the building standards has been efficiency, but the 2019 Energy Code ventured into onsite generation by requiring solar PV on new homes, providing significant GHG savings. The 2022 update builds off this progress with expanded solar standards and the move to onsite energy storage that will help Californians save on utility bills while bolstering the grid. The 2022 Energy Code update focuses on four key areas in new construction of homes and businesses:

- Encouraging electric heat pump technology and use, which consumes less energy and produces fewer emissions than traditional HVACs and water heaters.
- Establishing electric-ready requirements when natural gas is installed, which positions owners to use cleaner electric heating, cooking and electric vehicle (EV) charging options whenever they choose to adopt those technologies.
- Expanding solar photovoltaic (PV) system and battery storage standards to make clean energy available onsite and complement the state's progress toward a 100 percent clean electricity grid.
- Strengthening ventilation standards to improve indoor air quality.

The 2022 Energy Code affects homes by establishing energy budgets based on efficient heat pumps for space or water heating to encourage builders to install heat pumps over gas-fueled HVAC units; requiring homes to be electric-ready, with dedicated 240-volt outlets and space (with plumbing for water heaters) so electric appliances can eventually replace installed gas appliances; increasing minimum kitchen ventilation requirements so that fans over cooktops have higher airflow or capture efficiency to better exhaust pollution from gas cooking and improve indoor air quality; and allowing exceptions to existing solar PV standards when roof area is not available (such as for smaller homes). In addition, the effect on businesses includes establishing combined solar PV and battery standards for select businesses with systems being sized to maximize onsite use of solar energy and avoid electricity demand during times when the grid must use gas-powered plants; establishing new efficiency standards for commercial greenhouses (primarily cannabis growing); and improving efficiency standards for building envelope, various internal systems, and grid integration equipment, such as demand-responsive controls to buoy grid stability.[19,20]

[18] California Energy Commission (CEC). 2022. Building Energy Efficiency Standards. https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency.

[19] https://www.lightnowblog.com/2021/08/california-energy-commission-adopts-2022-building-energy-efficiency-standards/

[20] State of California Energy Commission. 2022 Building Energy Efficiency Standards Summary. https://www.energy.ca.gov/sites/default/files/2021-08/CEC_2022_EnergyCodeUpdateSummary_ADA.pdf

California Code of Regulations (CCR) Title 24, Part 11 (California Green Building Standards)

On January 12, 2010, the State Building Standards Commission unanimously adopted updates to the California Green Building Standards Code, which went into effect on January 1, 2011. The 2016 version of the California Green Building Standards became effective January 1, 2017.

2016 CALGreen Code: The 2016 residential standards were estimated to be approximately 28 percent more efficient than the 2013 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas emissions. During the 2016-2017 fiscal year, the Department of Housing and Community Development (HCD) updated CALGreen through the 2015 Triennial Code Adoption Cycle.

HCD also increased the required construction waste reduction from 50 percent to 65 percent of the total building site waste. This increase aids in meeting CalRecycle's statewide solid waste recycling goal of 75 percent for 2020 as stated in Chapter 476, Statutes of 2011 (AB 341). HCD adopted new regulations requiring recycling areas for multifamily projects of five or more dwelling units. This regulation requires developers to provide readily accessible areas adequate in size to accommodate containers for depositing, storage and collection of non-hazardous materials (including organic waste) for recycling. This requirement assists businesses that were required as of April 1, 2016, to meet the requirements of Chapter 727, Statutes of 2014 (AB 1826).

HCD adopted new regulations to require information on photovoltaic systems and electric vehicle chargers to be included in operation and maintenance manuals. Currently, CALGreen section 4.410.1 Item 2(a) requires operation and maintenance instructions for equipment and appliances. Photovoltaic systems and electric vehicle chargers are systems that play an important role in many households in California, and their importance is increasing every day. HCD incorporated these two terms in the existing language in order to provide clarity to code users as to additional systems requiring operation and maintenance instructions.

HCD updated the reference to Clean Air Standards of the United States Environmental Protection Agency applicable to woodstoves and pellet stoves. HCD also adopted a new requirement for woodstoves and pellet stoves to have a permanent label indicating they are certified to meet the emission limits. This requirement provides clarity to the code user and is consistent with the United States Environmental Protection Agency's New Source Performance Standards. HCD updated the list of standards which can be used for verification of compliance for exterior grade composite wood products. This list now includes four standards from the Canadian Standards Association (CSA): CSA O121, CSA O151, CSA O153 and CSA O325. HCD updated heating and air-conditioning system design references to the ANSI/ACCA 2 Manual J, ANSI/ACCA 1 Manual D, and ANSI/ACCA 3 Manual S to the most recent versions approved by ANSI. HCD adopted a new elective measure for hot water recirculation systems for water conservation. The United States Department of Energy estimates that 3,600 to 12,000 gallons of water per year can be saved by the typical household (with four points of hot water use) if a hot water recirculation system is installed.

2019 CALGreen Code: During the 2019-2020 fiscal year, the Department of Housing and Community Development (HCD) updated CALGreen through the 2019 Triennial Code Adoption Cycle. The 2019 version of the California Green Building Standards became effective January 1, 2020.

HCD modified the best management practices for stormwater pollution prevention adding Section 5.106.2 for projects that disturb one or more acres of land. This section requires projects that disturb one acre or more of land or less than one acre of land but are part of a larger common plan of development or sale must comply with the post construction requirement detailed in the applicable National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board. The NPDES permits require post construction runoff (post-project hydrology) to match the preconstruction runoff pre-project hydrology) with installation of post construction stormwater management measures.

HCD added sections 5.106.4.1.3 and 5.106.4.1.5 in regard to bicycle parking. Section 5.106.4.1.3 requires new buildings with tenant spaces that have 10 or more tenant-occupants, provide secure bicycle parking for 5 percent of the tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility. In addition, Section 5.106.4.1.5 states that acceptable bicycle parking facility for Sections 5.106.4.1.2 through 5.106.4.1.4 shall be convenient from the street and shall meeting one of the following: (1) covered, lockable enclosures with permanently anchored racks for bicycles; (2) lockable bicycle rooms with permanently anchored racks; or (3) lockable, permanently anchored bicycle lockers.

HCD amended section 5.106.5.3.5 allowing future charging spaces to qualify as designated parking for clean air vehicles.

HCD updated section 5.303.3.3 in regard to showerhead flow rates. This update reduced the flow rate to 1.8 GPM.

HCD amended section 5.304.1 for outdoor potable water use in landscape areas and repealed sections 5.304.2 and 5.304.3. The update requires nonresidential developments to comply with a local water efficient landscape ordinance or the current California Department of Water Resource's' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent. Some updates were also made in regard to the outdoor potable water use in landscape areas for public schools and community colleges.

HCD updated Section 5.504.5.3 in regard to the use of MERV filters in mechanically ventilated buildings. This update changed the filter use from MERV 8 to MERV 13. MERV 13 filters are to be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual.

The 2022 California Green Building Standards Code became effective on January 1, 2023.[21]

HCD amended Section 5.106.5.3 in regard to increasing the EV capable space percentages and adding a new requirement for installed Level 2 DCFC chargers.

HCD under Section 5.106.5.4 added new regulation for electric vehicle charging readiness requirements for new construction of warehouse, grocery stores, and retail stores with planned off-street loading spaces. [22]

Executive Order B-30-15

On April 29, 2015, Governor Brown issued Executive Order B-30-15. Therein, the Governor directed the following:

- Established a new interim statewide reduction target to reduce GHG emissions to 40 percent below 1990 levels by 2030.
- Ordered all state agencies with jurisdiction over sources of GHG emissions to implement measures to achieve reductions of GHG emissions to meet the 2030 and 2050 reduction targets.
- Directed CARB to update the Climate Change Scoping Plan to express the 2030 target in terms of million metric tons of carbon dioxide equivalent.

[21] California Building Standards Commission (CBSC). 2022. California Green Building Standards. Website: https://codes.iccsafe.org/content/CAGBC2022P1.

[22] https://www.dgs.ca.gov/BSC/Resources/2022-Title-24-California-Code-Changes

Executive Order B-29-15

Executive Order B-29-15 mandates a statewide 25 percent reduction in potable water usage. EO B-29-15 signed into law on April 1, 2015.

Executive Order B-37-16

Executive Order B-37-16, continuing the State's adopted water reductions, was signed into law on May 9, 2016. The water reductions build off the mandatory 25 percent reduction called for in EO B-29-15.

Executive Order N-79-20

Executive Order N-79-20 Signed in September 2020, Executive Order N-79-20 establishes as a goal that where feasible, all new passenger cars and trucks, as well as all drayage/cargo trucks and off-road vehicles and equipment, sold in California, will be zero-emission by 2035. The executive order sets a similar goal requiring that all medium and heavy-duty vehicles will be zero-emission by 2045 where feasible. It also directs CARB to develop and propose rulemaking for passenger vehicles and trucks, medium-and heavy-duty fleets where feasible, drayage trucks, and off-road vehicles and equipment "requiring increasing volumes" of new zero emission vehicles (ZEVs) "towards the target of 100 percent." The executive order directs the California Environmental Protection Agency, the California Geologic Energy Management Division (CalGEM), and the California Natural Resources Agency to transition and repurpose oil production facilities with a goal toward meeting carbon neutrality by 2045. Executive Order N-79-20 builds upon the CARB Advanced Clean Trucks regulation, which was adopted by CARB in July 2020.

SBX1 2

Signed into law in April 2011, SBX1 2, requires one-third of the State's electricity to come from renewable sources. The legislation increases California's current 20 percent renewables portfolio standard target in 2010 to a 33 percent renewables portfolio standard by December 31, 2020.

Senate Bill 350

Signed into law October 7, 2015, SB 350 increases California's renewable electricity procurement goal from 33 percent by 2020 to 50 percent by 2030. This will increase the use of Renewables Portfolio Standard (RPS) eligible resources, including solar, wind, biomass, geothermal, and others. In addition, SB 350 requires the state to double statewide energy efficiency savings in electricity and natural gas end uses by 2030. To help ensure these goals are met and the greenhouse gas emission reductions are realized, large utilities will be required to develop and submit Integrated Resource Plans (IRPs). These IRPs will detail how each entity will meet their customers resource needs, reduce greenhouse gas emissions and ramp up the deployment of clean energy resources.

Energy Sector and CEQA Guidelines Appendix F

The CEC first adopted Energy Efficiency Standards for Residential and Nonresidential Buildings (CCR, Title 24, Part 6) in 1978 in response to a legislative mandate to reduce energy consumption in the state. Although not originally intended to reduce GHG emissions, increased energy efficiency and reduced consumption of electricity, natural gas, and other fuels would result in fewer GHG emissions from residential and nonresidential buildings subject to the standard. The standards are updated periodically (typically every three years) to allow for the consideration and inclusion of new energy efficiency technologies and methods. The 2016 update to the Energy Efficiency Standards for Residential and Nonresidential Buildings focuses on several key areas to improve the energy efficiency of renovations and addition to existing buildings as well as newly constructed buildings and renovations and additions to existing buildings. The major efficiency

improvements to the residential Standards involve improvements for attics, walls, water heating, and lighting, whereas the major efficiency improvements to the nonresidential Standards include alignment with the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 90.1-2013 national standards. Furthermore, the 2016 update required that enforcement agencies determine compliance with CCR, Title 24, Part 6 before issuing building permits for any construction.[23]

Part 11 of the Title 24 Building Energy Efficiency Standards is referred to as the California Green Building Standards (CALGreen) Code. The purpose of the CALGreen Code is to "improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories: (1) Planning and design; (2) Energy efficiency; (3) Water efficiency and conservation; (4) Material conservation and resource efficiency; and (5) Environmental air quality."[24] As of January 1, 2011, the CALGreen Code is mandatory for all new buildings constructed in the state. The CALGreen Code establishes mandatory measures for new residential and non-residential buildings. Such mandatory measures include energy efficiency, water conservation, material conservation, planning and design, and overall environmental quality. The CALGreen Code was most recently updated in 2022 to include new mandatory measures for residential and nonresidential uses; the new measures took effect on January 1, 2023.

Regional – South Coast Air Quality Management District

The project is within the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD).

SCAQMD Regulation XXVII, Climate Change

SCAQMD Regulation XXVII currently includes three rules:

- The purpose of Rule 2700 is to define terms and post global warming potentials.
- The purpose of Rule 2701, SoCal Climate Solutions Exchange, is to establish a voluntary program to encourage, quantify, and certify voluntary, high quality certified greenhouse gas emission reductions in the SCAQMD.
- Rule 2702, Greenhouse Gas Reduction Program, was adopted on February 6, 2009. The purpose of this rule is to create a Greenhouse Gas Reduction Program for greenhouse gas emission reductions in the SCAQMD. The SCAQMD will fund projects through contracts in response to requests for proposals or purchase reductions from other parties.

A variety of agencies have developed greenhouse gas emission thresholds and/or have made recommendations for how to identify a threshold. However, the thresholds for projects in the jurisdiction of the SCAQMD remain in flux. The California Air Pollution Control Officers Association explored a variety of threshold approaches but did not recommend one approach (2008). The CARB recommended approaches for setting interim significance thresholds (California Air Resources Board 2008b), in which a draft industrial project threshold suggests that non-transportation related emissions under 7,000 $MTCO_2e$ per year would be less than significant; however, the ARB has not approved those thresholds and has not published anything since then. The SCAQMD is in the process of developing thresholds, as discussed below.

[23] California Energy Commission, 2016 Building Energy Efficiency Standards, June 2015, http://www.energy.ca.gov/2015publications/CEC-400-2015-037/CEC-400-2015-037-CMF.pdf

[24] California Building Standards Commission, 2010 California Green Building Standards Code, (2010).

SCAQMD Threshold Development

On December 5, 2008, the SCAQMD Governing Board adopted an interim greenhouse gas significance threshold for stationary sources, rules, and plans where the SCAQMD is lead agency (SCAQMD permit threshold). The SCAQMD permit threshold consists of five tiers. However, the SCAQMD is not the lead agency for this project. Therefore, the five permit threshold tiers do not apply to the proposed project.

The SCAQMD is in the process of preparing recommended significance thresholds for greenhouse gases for local lead agency consideration ("SCAQMD draft local agency threshold"); however, the SCAQMD Board has not approved the thresholds as of the date of the Notice of Preparation. The current draft thresholds consist of the following tiered approach:

- Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA.
- Tier 2 consists of determining whether the project is consistent with a greenhouse gas reduction plan. If a project is consistent with a qualifying local greenhouse gas reduction plan, it does not have significant greenhouse gas emissions.
- Tier 3 consists of screening values, which the lead agency can choose, but must be consistent with all projects within its jurisdiction. A project's construction emissions are averaged over 30 years and are added to a project's operational emissions. If a project's emissions are under one of the following screening thresholds, then the project is less than significant:
  - All land use types: 3,000 $MTCO_2e$ per year.
  - Based on land use type: residential: 3,500 $MTCO_2e$ per year; commercial: 1,400 $MTCO_2e$ per year; or mixed use: 3,000 $MTCO_2e$ per year.
  - Based on land type: Industrial (where SCAQMD is the lead agency), 10,000 $MTCO_2e$ per year.
- Tier 4 has the following options:
  - Option 1: Reduce emissions from business as usual (BAU) by a certain percentage; this percentage is currently undefined.
  - Option 2: Early implementation of applicable AB 32 Scoping Plan measures.
  - Option 3, 2020 target for service populations (SP), which includes residents and employees: 4.8 $MTCO_2e$/SP/year for projects and 6.6 $MTCO_2e$/SP/year for plans.
  - Option 3, 2035 target: 3.0 $MTCO_2e$/SP/year for projects and 4.1 $MTCO_2e$/SP/year for plans.
- Tier 5 involves mitigation offsets to achieve target significance threshold.

The SCAQMD's draft threshold uses the Executive Order S-3-05 goal as the basis for the Tier 3 screening level. Achieving the Executive Order's objective would contribute to worldwide efforts to cap carbon dioxide concentrations at 450 ppm, thus stabilizing global climate. Specifically, the Tier 3 screening level for stationary sources is based on an emission capture rate of 90 percent for all new or modified projects. A 90 percent emission capture rate means that 90 percent of total emissions from all new or modified stationary source projects would be subject to a CEQA analysis, including a negative declaration, a mitigated negative declaration, or an environmental impact report, which includes analyzing feasible alternatives and imposing feasible mitigation measures. A GHG significance threshold based on a 90 percent emission capture rate may be more appropriate to address the long-term adverse impacts associated with global climate change because most projects will be required to implement GHG reduction measures. Further, a 90 percent emission capture rate sets the emission threshold low enough to capture a substantial fraction of future stationary source projects that will be constructed to accommodate future statewide population and economic growth, while setting the emission threshold high enough to exclude small projects that will in aggregate contribute a

relatively small fraction of the cumulative statewide GHG emissions. This assertion is based on the fact that staff estimates that these GHG emissions would account for slightly less than one percent of future 2050 statewide GHG emissions target (85 $MMTCO_2eq$/year). In addition, these small projects may be subject to future applicable GHG control regulations that would further reduce their overall future contribution to the statewide GHG inventory. Finally, these small sources are already subject to BACT for criteria pollutants and are more likely to be single-permit facilities, so they are more likely to have few opportunities readily available to reduce GHG emissions from other parts of their facility.

SCAQMD Working Group

Since neither the CARB nor the OPR has developed GHG emissions threshold, the SCAQMD formed a Working Group to develop significance thresholds related to GHG emissions. At the September 28, 2010 Working Group meeting, the SCAQMD released its most current version of the draft GHG emissions thresholds, which recommends a tiered approach that provides a quantitative annual threshold of 10,000 $MTCO_2e$ for industrial uses.

In order to assist local agencies with direction on GHG emissions, the SCAQMD organized a working group and adopted Rules 2700, 2701, 2702, and 3002 which are described below.

SCAQMD Rules 2700 and 2701

The SCAQMD adopted Rules 2700 and 2701 on December 5, 2008, which establishes the administrative structure for a voluntary program designed to quantify GHG emission reductions. Rule 2700 establishes definitions for the various terms used in Regulation XXVII – Global Climate Change. Rule 2701 provides specific protocols for private parties to follow to generate certified GHG emission reductions for projects within the district. Approved protocols include forest projects, urban tree planting, and manure management. The SCAQMD is currently developing additional protocols for other reduction measures. For a GHG emission reduction project to qualify, it must be verified and certified by the SCAQMD Executive Officer, who has 60 days to approve or deny the Plan to reduce GHG emissions. Upon approval of the Plan, the Executive Officer issues required to issue a certified receipt of the GHG emission reductions within 90 days.

SCAQMD Rule 2702

The SCAQMD adopted Rule 2702 on February 6, 2009, which establishes a voluntary air quality investment program from which SCAQMD can collect funds from parties that desire certified GHG emission reductions, pool those funds, and use them to purchase or fund GHG emission reduction projects within two years, unless extended by the Governing Board. Priority will be given to projects that result in co-benefit emission reductions of GHG emissions and criteria or toxic air pollutants within environmental justice areas. Further, this voluntary program may compete with the cap-and-trade program identified for implementation in CARB's Scoping Plan, or a federal cap and trade program.

SCAQMD Rule 3002

The SCAQMD amended Rule 3002 on November 5, 2010 to include facilities that emit greater than 100,000 tons per year of CO_2e are required to apply for a Title V permit by July 1, 2011. A Title V permit is for facilities that are considered major sources of emissions.

Local – City of Orange

The City of Orange has not adopted a Climate Action Plan; however, the City's General Plan Natural Resource Element includes the following goals and policies related to Climate Change.

Goal 3.0 Prepare for and adapt to the effects of climate change and promote practices that decrease the City's contribution to climate change.

Policies

Policy 3.1 Evaluate the potential effects of climate change on the City's human and natural systems and prepare strategies that allow the City to appropriately respond and adapt.

Policy 3.2 Develop and adopt a comprehensive strategy to reduce greenhouse gasses (GHGs) within Orange by at least 15 percent from current levels by 2020.

SIGNIFICANCE THRESHOLDS

Appendix G of State CEQA Guidelines

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment:

- The extent to which the project may increase (or reduce) GHG emissions as compared to the existing environmental setting;
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;
- The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.[25]

Thresholds of Significance for this Project

To determine whether the project's GHG emissions are significant, this analysis uses the SCAQMD draft screening threshold of 3,000 $MTCO_2e$ per year for all land uses.

METHODOLOGY

The proposed project is anticipated to generate GHG emissions from area sources, energy usage, mobile sources, waste, water, and construction equipment. The following provides the methodology used to calculate the project-related GHG emissions and the project impacts.

CalEEMod Version 2022.1.1.6 was used to calculate the GHG emissions from the proposed project. The CalEEMod Output for year 2026 is available in Appendix B. Each source of GHG emissions is described in greater detail below.

Area Sources

Area sources include emissions from consumer products, landscape equipment and architectural coatings. No changes were made to the default area source emissions.

Energy Usage

Energy usage includes emissions from the generation of electricity and natural gas used on-site. No changes were made to the default energy usage parameters.

[25] The Governor's Office of Planning and Research recommendations include a requirement that such a plan must be adopted through a public review process and include specific requirements that reduce or mitigate the project's incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

Mobile Sources

Mobile sources include emissions from the additional vehicle miles generated from the proposed project. The vehicle trips associated with the proposed project have been analyzed by inputting the project-generated vehicular trips from the TA into the CalEEMod Model. The program then applies the emission factors for each trip which is provided by the EMFAC2021 model to determine the vehicular traffic pollutant emissions. See Section 2 for details.

Waste

Waste includes the GHG emissions generated from the processing of waste from the proposed project as well as the GHG emissions from the waste once it is interred into a landfill. AB 341 requires that 75 percent of waste be diverted from landfills by 2020. No changes were made to the default waste parameters.

Water

Water includes the water used for the interior of the building as well as for landscaping and is based on the GHG emissions associated with the energy used to transport and filter the water. No changes were made to CalEEMod default values for waste generated.

Construction

The construction-related GHG emissions were also included in the analysis and were based on a 30-year amortization rate as recommended in the SCAQMD GHG Working Group meeting on November 19, 2009. The construction-related GHG emissions were calculated by CalEEMod and in the manner detailed above in Section 2.

PROJECT GREENHOUSE GAS EMISSIONS

The GHG emissions have been calculated based on the parameters described above. A summary of the results is shown below in Table 11 and the CalEEMod Model run for the proposed project is provided in Appendix B. Table 11 shows that the total for the proposed project's emissions (without credit for any reductions from sustainable design and/or regulatory requirements) would be 149.53 $MTCO_2e$ per year. According to the thresholds of significance established above, a cumulative global climate change impact would occur if the GHG emissions created from the on-going operations of the proposed project would exceed the SCAQMD draft threshold of 3,000 $MTCO_2e$ per year for all land uses. Therefore, operation of the proposed project would not create a significant cumulative impact to global climate change.

Table 11
Project-Related Greenhouse Gas Emissions

Category	Greenhouse Gas Emissions (Metric Tons/Year)					
	Bio-CO2	NonBio-CO_2	CO_2	CH_4	N_2O	CO_2e
Maximum Annual Operations	1.08	137.00	138.00	0.12	0.01	142.00
Construction[1]	0.00	7.50	7.50	0.00	0.00	7.53
Total Emissions	1.08	144.50	145.50	0.12	0.01	149.53
SCAQMD Draft Screening Threshold						3,000
Exceeds Threshold?						No

Notes:

Source: CalEEMod Version 2022.1.1.6 for Opening Year 2026.

(1) Construction GHG emissions CO2e based on a 30 year amortization rate.

Consistency With Applicable Greenhouse Gas Reduction Plans and Policies

The proposed project could have the potential to conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. As stated above, the City of Orange has not adopted a Climate Action Plan. Therefore, the project's emissions have been compared to the goals of the CARB Scoping Plan.

Consistency with the CARB Scoping Plan

Emission reductions in California alone would not be able to stabilize the concentration of greenhouse gases in the earth's atmosphere. However, California's actions set an example and drive progress towards a reduction in greenhouse gases elsewhere. If other states and countries were to follow California's emission reduction targets, this could avoid medium or higher ranges of global temperature increases. Thus, severe consequences of climate change could also be avoided.

The ARB Board approved a Climate Change Scoping Plan in December 2008. The Scoping Plan outlines the State's strategy to achieve the 2020 greenhouse gas emissions limit. The Scoping Plan "proposes a comprehensive set of actions designed to reduce overall greenhouse gas emissions in California, improve our environment, reduce our dependence on oil, diversify our energy sources, save energy, create new jobs, and enhance public health" (California Air Resources Board 2008). The measures in the Scoping Plan have been in place since 2012.

This Scoping Plan calls for an "ambitious but achievable" reduction in California's greenhouse gas emissions, cutting approximately 30 percent from business-as-usual emission levels projected for 2020, or about 10 percent from today's levels. On a per-capita basis, that means reducing annual emissions of 14 tons of carbon dioxide for every man, woman and child in California down to about 10 tons per person by 2020.

In May 2014, CARB released its *First Update to the Climate Change Scoping Plan* (CARB 2014). This *Update* identifies the next steps for California's leadership on climate change. While California continues on its path to meet the near-term 2020 greenhouse gas limit, it must also set a clear path toward long-term, deep GHG emission reductions. This report highlights California's success to date in reducing its GHG emissions and lays the foundation for establishing a broad framework for continued emission reductions beyond 2020, on the path to 80 percent below 1990 levels by 2050.

In November 2017, CARB release the 2017 Scoping Plan. This Scoping Plan incorporates, coordinates, and leverages many existing and ongoing efforts and identifies new policies and actions to accomplish the State's climate goals, and includes a description of a suite of specific actions to meet the State's 2030 GHG limit. In addition, Chapter 4 provides a broader description of the many actions and proposals being explored across the sectors, including the natural resources sector, to achieve the State's mid and long-term climate goals.

Guided by legislative direction, the actions identified in the 2017 Scoping Plan reduce overall GHG emissions in California and deliver policy signals that will continue to drive investment and certainty in a low carbon economy. The 2017 Scoping Plan builds upon the successful framework established by the Initial Scoping Plan and First Update, while identifying new, technologically feasible, and cost-effective strategies to ensure that California meets its GHG reduction targets in a way that promotes and rewards innovation, continues to foster economic growth, and delivers improvements to the environment and public health, including in disadvantaged communities. The Plan includes policies to require direct GHG reductions at some of the State's largest stationary sources and mobile sources. These policies include the use of lower GHG fuels, efficiency regulations, and the Cap-and Trade Program, which constrains and reduces emissions at covered sources.

Independent studies confirm CARB's determination that the state's existing and proposed regulatory framework will put the state on a pathway to reduce its GHG emissions level to 40 percent below 1990 levels by 2030, and to 80 percent below 1990 levels by 2050 if additional appropriate reduction measures are

adopted.[26] Even though these studies did not provide an exact regulatory and technological roadmap to achieve the 2030 and 2050 goals, they demonstrated that various combinations of policies could allow the statewide emissions level to remain very low through 2050, suggesting that the combination of new technologies and other regulations not analyzed in the studies would allow the state to meet the 2050 target.

In November of 2022, the CARB released the 2022 Scoping Plan. The 2022 Scoping Plan lays out a path to achieve targets for carbon neutrality and reduce anthropogenic GHG emissions by 85 percent below 1990 levels no later than 2045, as directed by Assembly Bill 1279. The actions and outcomes in the plan will achieve significant reductions in fossil fuel combustion by deploying clean technologies and fuels, further reductions in short-lived climate pollutants, support for sustainable development, increased action on natural and working lands to reduce emissions and sequester carbon, and the capture and storage of carbon.

In addition, on May 22, 2014, CARB approved its first update to the AB 32 Scoping Plan (CARB's First Update).[27] CARB's First Update "lays the foundation for establishing a broad framework for continued emission reductions beyond 2020, on the path to 80 percent below 1990 levels by 2050," and many of the emission reduction strategies recommended by ARB would serve to reduce the Project's post-2020 emissions level to the extent required by applicable by law. As the latest, 2022 Scoping Plan builds upon previous versions, project consistency with applicable strategies of the 2008, 2017, and 2022 Plan are assessed in Table 12. As shown in Table 12, the project is consistent with the applicable strategies within the Scoping Plan.

Therefore, the project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. Furthermore, the project will also comply with applicable Green Building Standards and City of Orange's policies regarding sustainability (as dictated by the City's General Plan).

[26] Energy and Environmental Economics (E3). "Summary of the California State Agencies' PATHWAYS Project: Long-term Greenhouse Gas Reduction Scenarios" (April 2015); Greenblatt, Jeffrey, Energy Policy, "Modeling California Impacts on Greenhouse Gas Emissions" (Vol. 78, pp. 158–172). The California Air Resources Board, California Energy Commission, California Public Utilities Commission, and the California Independent System Operator engaged E3 to evaluate the feasibility and cost of a range of potential 2030 targets along the way to the state's goal of reducing GHG emissions to 80 percent below 1990 levels by 2050. With input from the agencies, E3 developed scenarios that explore the potential pace at which emission reductions can be achieved, as well as the mix of technologies and practices deployed. E3 conducted the analysis using its California PATHWAYS model. Enhanced specifically for this study, the model encompasses the entire California economy with detailed representations of the buildings, industry, transportation and electricity sectors. https://www.ethree.com/wp-content/uploads/2017/02/E3_Project_Overview_20150406.pdf

[27] California Air Resources Board, First Update to the Climate Change Scoping Plan, May 2014; https://ww2.arb.ca.gov/sites/default/files/classic//cc/scopingplan/2013_update/first_update_climate_change_scoping_plan.pdf

Table 12 (1 of 2)
Project Consistency with CARB Scoping Plan Policies and Measures

2008 Scoping Plan Measures to Reduce Greenhouse Gas Emissions	Project Compliance with Measure
California Light-Duty Vehicle Greenhouse Gas Standards – Implement adopted standards and planned second phase of the program. Align zero-emission vehicle, alternative and renewable fuel and vehicle technology programs with long-term climate change goals.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Energy Efficiency – Maximize energy efficiency building and appliance standards; pursue additional efficiency including new technologies, policy, and implementation mechanisms. Pursue comparable investment in energy efficiency from all retail providers of electricity in California.	No Conflict. The project will be compliant with the current Title 24 standards.
Low Carbon Fuel Standard – Develop and adopt the Low Carbon Fuel Standard.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Vehicle Efficiency Measures – Implement light-duty vehicle efficiency measures.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Medium/Heavy-Duty Vehicles – Adopt medium and heavy-duty vehicle efficiency measures.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Green Building Strategy – Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	No Conflict. The California Green Building Standards Code (proposed Part 11, Title 24) was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, that are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code will take effect January 1, 2023. The project will be subject to these mandatory standards.
High Global Warming Potential Gases – Adopt measures to reduce high global warming potential gases.	No Conflict. CARB identified five measures that reduce HFC emissions from vehicular and commercial refrigeration systems; vehicles that access the project that are required to comply with the measures will comply with the strategy.
Recycling and Waste – Reduce methane emissions at landfills. Increase waste diversion, composting, and commercial recycling. Move toward zero-waste.	No Conflict. The state is currently developing a regulation to reduce methane emissions from municipal solid waste landfills. The project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.
Water – Continue efficiency programs and use cleaner energy sources to move and treat water.	No Conflict. The project will comply with all applicable City ordinances and CAL Green requirements.

2017 Scoping Plan Recommended Actions to Reduce Greenhouse Gas Emissions	Project Compliance with Recommended Action
Implement Mobile Source Strategy: Further increase GHG stringency on all light-duty vehicles beyond existing Advanced Clean Car regulations.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Implement Mobile Source Strategy: At least 1.5 million zero emission and plug-in hybrid light-duty electric vehicles by 2025 and at least 4.2 million zero emission and plug-in hybrid light-duty electric vehicles by 2030.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Implement Mobile Source Strategy: Innovative Clean Transit: Transition to a suite of to-be-determined innovative clean transit options. Assumed 20 percent of new urban buses purchased beginning in 2018 will be zero emission buses with the penetration of zero-emission technology ramped up to 100 percent of new sales in 2030. Also, new natural gas buses, starting in 2018, and diesel buses, starting in 2020, meet the optional heavy-duty low-NOX standard.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Implement Mobile Source Strategy: Last Mile Delivery: New regulation that would result in the use of low NOX or cleaner engines and the deployment of increasing numbers of zero-emission trucks primarily for class 3-7 last mile delivery trucks in California. This measure assumes ZEVs comprise 2.5 percent of new Class 3–7 truck sales in local fleets starting in 2020, increasing to 10 percent in 2025 and remaining flat through 2030.	No Conflict. These are CARB enforced standards; vehicles that access the project (that are required to comply with the standards) will comply with the strategy.
Implement SB 350 by 2030: Establish annual targets for statewide energy efficiency savings and demand reduction that will achieve a cumulative doubling of statewide energy efficiency savings in electricity and natural gas end uses by 2030.	No Conflict. The project will be compliant with the current Title 24 standards.

Table 12 (2 of 2)
Project Consistency with CARB Scoping Plan Policies and Measures

By 2019, develop regulations and programs to support organic waste landfill reduction goals in the SLCP and SB 1383.	No Conflict. The project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.

2022 Scoping Plan Priority Key Actions and Recommendations	Project Compliance with Recommended Actions
100 percent of light-duty vehicle sales are ZEVs by 2035.	Not Applicable. This action is in regard to vehcile sales, with an aim to have 100 percent of light-duty vehicle sales be ZEVs by 2035. The proposed project is that of 13 single-family residential dwelling units and would not interfere with such policymaking.
VMT per capita reduced 25 percent below 2019 levels by 2030 and 30 percent below 2019 levels by 2045.	No Conflict. The Project would not result in an unmitigated impact to VMT. The Project is a residential project located in close proximity to existing public transit, including the OCTA Route 167, and residential and commercial uses. Therefore, the Project would be anticipated to contribute to a reduction in VMT per capita.
All electric appliances in new construction beginning 2026 (residential) and 2029 (commercial).	No Conflict. The California Green Building Standards Code (proposed Part 11, Title 24) was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, that are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code will take effect January 1, 2023. The project will be subject to these mandatory standards.
For existing residential buildings, 80 percent of appliance sales are electric by 2030 and 100 percent of appliance sales are electric by 2035 (appliances replaced at end of life). For existing commercial buildings, 80 percent of appliance sales are electric by 2030 and 100 percent of appliance sales are electric by 2045 (appliances replaced at end of life)	Not Applicable. This action is in regard to appliance sales and the proposed residential project would not interfere with such policymaking. Furthermore, although this action is not necessarily applicable on a project-specific basis, the proposed project is subject to the California Green Building Standards Code (proposed Part 11, Title 24) which was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, that are mandatory in the 2019 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. In addition, the 2022 edition of the Code will take effect January 1, 2023. The project will be subject to these mandatory standards.

Notes:
(1) Source: CARB Scoping Plan (2008, 2017, and 2022)

CUMULATIVE GREENHOUSE GAS IMPACTS

Although the project is expected to emit GHGs, the emission of GHGs by a single project into the atmosphere is not itself necessarily an adverse environmental effect. Rather, it is the increased accumulation of GHG from more than one project and many sources in the atmosphere that may result in global climate change. Therefore, in the case of global climate change, the proximity of the project to other GHG emission generating activities is not directly relevant to the determination of a cumulative impact because climate change is a global condition. According to CAPCOA, "GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective."[28] The resultant consequences of that climate change can cause adverse environmental effects. A project's GHG emissions typically would be very small in comparison to state or global GHG emissions and, consequently, they would, in isolation, have no significant direct impact on climate change.

The state has mandated a goal of reducing statewide emissions to 1990 levels by 2020, even though statewide population and commerce are predicted to continue to expand. In order to achieve this goal, CARB is in the process of establishing and implementing regulations to reduce statewide GHG emissions. Consistent with CEQA Guidelines Section 15064h(3),[29] the City, as lead agency, has determined that the project's contribution to cumulative GHG emissions and global climate change would be less than significant if the project is consistent with the applicable regulatory plans and policies to reduce GHG emissions.

As discussed in the Consistency With Applicable Greenhouse Gas Reduction Plans and Policies section above, the project is consistent with the CARB Scoping Plan.

Thus, given the project's consistency with the CARB Scoping Plan and SCAQMD's draft 3,000 $MTCO_2e$ per year threshold for all land uses, the project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. Given this consistency, it is concluded that the project's incremental contribution to greenhouse gas emissions and their effects on climate change would not be cumulatively considerable.

[28] Source: California Air Pollution Control Officers Association, CEQA & Climate change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act, (2008).

[29] The State CEQA Guidelines were amended in response to SB 97. In particular, the State CEQA Guidelines were amended to specify that compliance with a GHG emissions reduction program renders a cumulative impact insignificant. Per State CEQA Guidelines Section 15064(h)(3), a project's incremental contribution to a cumulative impact can be found not cumulatively considerable if the project will comply with an approved plan or mitigation program that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area of the project. To qualify, such a plan or program must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency. Examples of such programs include a "water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, [and] plans or regulations for the reduction of greenhouse gas emissions."

4. ENERGY ANALYSIS

EXISTING CONDITIONS

This section provides an overview of the existing energy conditions in the project area and region.

Overview

California's estimated annual energy use as of 2021 included:

- Approximately 277,764 gigawatt hours of electricity;[30]
- Approximately 2,092,612 million cubic feet of natural gas per year;[31] and
- Approximately 23.2 billion gallons of transportation fuel (for the year 2015).[32]

As of 2020, the year of most recent data currently available by the United States Energy Information Administration (EIA), energy use in California by demand sector was:

- Approximately 34 percent transportation;
- Approximately 24.6 percent industrial;
- Approximately 21.8 percent residential; and
- Approximately 19.6 percent commercial.[33]

California's electricity in-state generation system generates approximately 194,127 gigawatt-hours each year. In 2021, California produced approximately 70 percent of the electricity it uses; the rest was imported from the Pacific Northwest (approximately 12 percent) and the U.S. Southwest (approximately 18 percent). Natural gas is the main source for electricity generation at approximately 50.2 percent of the total in-state electric generation system power as shown Table 13.

A summary of and context for energy consumption and energy demands within the State is presented in "U.S. Energy Information Administration, California State Profile and Energy Estimates, Quick Facts" excerpted below:

- California was the seventh-largest producer of crude oil among the 50 states in 2021, and, as of January 2021, it ranked third in oil refining capacity.
- California is the largest consumer of jet fuel and second-largest consumer of motor gasoline among the 50 states and accounted for fifteen percent of the nation's jet fuel consumption and ten percent of motor gasoline consumption in 2020.
- In 2019, California was the second-largest total energy consumer among the states, but its per capita energy consumption was less than in all other states except Rhode Island, due in part to its mild climate and its energy efficiency programs

[30] California Energy Commission. Energy Almanac. Total Electric Generation. [Online] 2021. https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2020-total-system-electric-generation.

[31] Natural Gas Consumption by End Use. U.S. Energy Information Administration. [Online] 2021. https://www.eia.gov/dnav/ng/ng_cons_sum_dcu_SCA_a.htm.

[32] California Energy Commission. Revised Transportation Energy Demand Forecast 2018-2030. [Online] 2021. https://www.energy.ca.gov/data-reports/planning-and-forecasting

[33] U.S. Energy Information Administration. California Energy Consumption by End-Use Sector, 2020. California State Profile Overview.[Online] December 20, 2022 https://www.eia.gov/state/?sid=CA#tabs-2

- In 2021, California was the nation's top producer of electricity from solar, geothermal, and biomass energy. The state was fourth in the nation in conventional hydroelectric power generation, down from second in 2019, in part because of drought and increased water demand
- In 2021, California was the fourth-largest electricity producer in the nation, but the state was also the nation's second-largest consumer of electricity, and in 2020, it received about 30% of its electricity supply from generating facilities outside of California, including imports from Mexico.[34]

As indicated above, California is one of the nation's leading energy-producing states, and California per capita energy use is among the nation's most efficient. Given the nature of the proposed project, the remainder of this discussion will focus on the three sources of energy that are most relevant to the project—namely, electricity and natural gas for building uses, and transportation fuel for vehicle trips associated with the proposed project.

Electricity

Electricity would be provided to the project by Southern California Edison (SCE). SCE provides electric power to more than 15 million persons, within a service area encompassing approximately 50,000 square miles.[35] SCE derives electricity from varied energy resources including: fossil fuels, hydroelectric generators, nuclear power plants, geothermal power plants, solar power generation, and wind farms. SCE also purchases from independent power producers and utilities, including out-of-state suppliers.[36]

Table 14 identifies SCE's specific proportional shares of electricity sources in 2021. As shown in Table 14, the 2021 SCE Power Mix has renewable energy at 34.1 percent of the overall energy resources, of which biomass and waste is at 0.1 percent, geothermal is at 5.7 percent, eligible hydroelectric is at 0.5 percent, solar energy is at 14.9 percent, and wind power is at 10.2 percent; other energy sources include large hydroelectric at 2.3 percent, natural gas at 22.3 percent, nuclear at 9.2 percent, and unspecified sources of power at 34.6 percent.

Natural Gas

Natural gas would be provided to the project by Southern California Gas (SoCalGas). The following summary of natural gas resources and service providers, delivery systems, and associated regulation is excerpted from information provided by the California Public Utilities Commission (CPUC).

The CPUC regulates natural gas utility service for approximately 11 million customers that receive natural gas from Pacific Gas and Electric (PG&E), Southern California Gas (SoCalGas), San Diego Gas & Electric (SDG&E), Southwest Gas, and several smaller investor-owned natural gas utilities. The CPUC also regulates independent storage operators Lodi Gas Storage, Wild Goose Storage, Central Valley Storage and Gill Ranch Storage.

The vast majority of California's natural gas customers are residential and small commercial customers, referred to as "core" customers. Larger volume gas customers, like electric generators and industrial customers, are called "noncore" customers. Although very small in number relative to core customers, noncore customers consume about 65% of the natural gas delivered by the state's natural gas utilities, while core customers consume about 35%.

The PUC regulates the California utilities' natural gas rates and natural gas services, including in-state transportation over the utilities' transmission and distribution pipeline systems, storage, procurement, metering and billing.

[34] State Profile Overview. [Online] [Cited: March 17, 2022.] https://www.eia.gov/state/?sid=CA#tabs-2

[35] https://www.sce.com/about-us/who-we-are/leadership/our-service-territory

[36] California Energy Commission. Utility Energy Supply plans from 2015. https://www.energy.ca.gov/almanac/electricity_data/supply_forms.html

Most of the natural gas used in California comes from out-of-state natural gas basins. In 2017, for example, California utility customers received 38% of their natural gas supply from basins located in the U.S. Southwest, 27% from Canada, 27% from the U.S. Rocky Mountain area, and 8% from production located in California."[37]

Transportation Energy Resources

The project would attract additional vehicle trips with resulting consumption of energy resources, predominantly gasoline and diesel fuel. Gasoline (and other vehicle fuels) are commercially provided commodities and would be available to the project patrons and employees via commercial outlets.

The most recent data available shows the transportation sector emits 38 percent of the total greenhouse gases in the state and about 84 percent of smog-forming oxides of nitrogen (NOx).[38,39] About 28 percent of total United States energy consumption in 2021 was for transporting people and goods from one place to another. In 2021, petroleum comprised about 77 percent of all transportation energy use, excluding fuel consumed for aviation and most marine vessels.[40] In 2021, about 134.83 billion gallons (or about 3.21 billion barrels) of finished motor gasoline were consumed in the United States, an average of about 369 million gallons (or about 8.8 million barrels) per day.[41]

REGULATORY BACKGROUND

Federal and state agencies regulate energy use and consumption through various means and programs. On the federal level, the United States Department of Transportation, the United States Department of Energy, and the United States Environmental Protection Agency are three federal agencies with substantial influence over energy policies and programs. On the state level, the PUC and the California Energy Commissions (CEC) are two agencies with authority over different aspects of energy. Relevant federal and state energy-related laws and plans are summarized below.

Federal Regulations

Corporate Average Fuel Economy (CAFE) Standards

First established by the U.S. Congress in 1975, the Corporate Average Fuel Economy (CAFE) standards reduce energy consumption by increasing the fuel economy of cars and light trucks. The National Highway Traffic Safety Administration (NHTSA) and U.S. Environmental Protection Agency (USEPA) jointly administer the CAFE standards. The U.S. Congress has specified that CAFE standards must be set at the "maximum feasible level" with consideration given for: (1) technological feasibility; (2) economic practicality; (3) effect of other standards on fuel economy; and (4) need for the nation to conserve energy.[42]

Issued by NHTSA and EPA in March 2020 (published on April 30, 2020 and effective after June 29, 2020), the Safer Affordable Fuel-Efficient Vehicles Rule would maintain the CAFE and CO2 standards applicable in model year 2020 for model years 2021 through 2026. The estimated CAFE and CO2 standards for model year 2020 are 43.7 mpg and 204 grams of CO2 per mile for passenger cars and 31.3 mpg and 284 grams of

[37] California Public Utilities Commission. Natural Gas and California. http://www.cpuc.ca.gov/natural_gas/

[38] CARB. California Greenhouse Gas Emissions Inventory – 2022 Edition. https://www.arb.ca.gov/cc/inventory/data/data.htm

[39] CARB. 2016 SIP Emission Projection Data. https://www.arb.ca.gov/app/emsinv/2017/emseic1_query.php?F_DIV=-4&F_YR=2012&F_SEASON=A&SP=SIP105ADJ&F_AREA=CA

[40] US Energy Information Administration. Use of Energy in the United States Explained: Energy Use for Transportation. https://www.eia.gov/energyexplained/?page=us_energy_transportation

[41] https://www.eia.gov/tools/faqs/faq.php?id=23&t=10

[42] https://www.nhtsa.gov/lawsregulations/corporate-average-fuel-economy.

CO2 per mile for light trucks, projecting an overall industry average of 37 mpg, as compared to 46.7 mpg under the standards issued in 2012.[43]

Intermodal Surface transportation Efficiency Act of 1991 (ISTEA)

The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) promoted the development of intermodal transportation systems to maximize mobility as well as address national and local interests in air quality and energy. ISTEA contained factors that Metropolitan Planning Organizations (MPOs) were to address in developing transportation plans and programs, including some energy-related factors. To meet the new ISTEA requirements, MPOs adopted explicit policies defining the social, economic, energy, and environmental values guiding transportation decisions.

The Transportation Equity Act of the 21st Century (TEA-21)

The Transportation Equity Act for the 21st Century (TEA-21) was signed into law in 1998 and builds upon the initiatives established in the ISTEA legislation, discussed above. TEA-21 authorizes highway, highway safety, transit, and other efficient surface transportation programs. TEA-21 continues the program structure established for highways and transit under ISTEA, such as flexibility in the use of funds, emphasis on measures to improve the environment, and focus on a strong planning process as the foundation of good transportation decisions. TEA-21 also provides for investment in research and its application to maximize the performance of the transportation system through, for example, deployment of Intelligent Transportation Systems, to help improve operations and management of transportation systems and vehicle safety.

State Regulations

Integrated Energy Policy Report (IEPR)

Senate Bill 1389 requires the California Energy Commission (CEC) to prepare a biennial integrated energy policy report that assesses major energy trends and issues facing the State's electricity, natural gas, and transportation fuel sectors and provides policy recommendations to conserve resources; protect the environment; ensure reliable, secure, and diverse energy supplies; enhance the state's economy; and protect public health and safety. The Energy Commission prepares these assessments and associated policy recommendations every two years, with updates in alternate years, as part of the Integrated Energy Policy Report.

The 2019 Integrated Energy Policy Report (2019 IEPR) was adopted February 20, 2020, and continues to work towards improving electricity, natural gas, and transportation fuel energy use in California. The 2019 IEPR focuses on a variety of topics such as decarbonizing buildings, integrating renewables, energy efficiency, energy equity, integrating renewable energy, updates on Southern California electricity reliability, climate adaptation activities for the energy sector, natural gas assessment, transportation energy demand forecast, and the California Energy Demand Forecast.[44]

State of California Energy Plan

The CEC is responsible for preparing the State Energy Plan, which identifies emerging trends related to energy supply, demand, conservation, public health and safety, and the maintenance of a healthy economy. The Plan calls for the state to assist in the transformation of the transportation system to improve air quality, reduce

[43] National Highway Traffic Safety Administration (NHTSA) and U.S. Environmental Protection Agency (USEPA), 2018. Federal Register / Vol. 83, No. 165 / Friday, August 24, 2018 / Proposed Rules, The Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021–2026 Passenger Cars and Light Trucks 2018. Available at: https://www.epa.gov/regulations-emissions-vehicles-and-engines/safer-affordable-fuel-efficient-safe-vehicles-final-rule.

[44] California Energy Commission. Final 2019 Integrated Energy Policy Report. February 20, 2020. https://www.energy.ca.gov/data-reports/reports/integrated-energy-policy-report/2019-integrated-energy-policy-report

congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators and encouragement of urban designs that reduce vehicle miles traveled and accommodate pedestrian and bicycle access.

California Building Standards Code (Title 24)

The California Building Standards Code Title 24 was previously discussed in Section 3 of this report.

California Building Energy Efficiency Standards (Title 24, Part 6)

The California Building Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations, Title 24, Part 6) were adopted to ensure that building construction and system design and installation achieve energy efficiency and preserve outdoor and indoor environmental quality. The current California Building Energy Efficiency Standards (Title 24 standards) are the 2019 Title 24 standards, which became effective on January 1, 2020. The 2019 Title 24 standards include efficiency improvements to the lighting and efficiency improvements to the non-residential standards include alignment with the American Society of Heating and Air-Conditioning Engineers. For example, window operation is no longer a method allowed to meet ventilation requirements, continuous operation of central forced air system handlers used in central fan integrated ventilation system is not a permissible method of providing the dwelling unit ventilation airflow, and central ventilation systems that serve multiple dwelling units must be balanced to provide ventilation airflow to each dwelling unit. In addition, requirements for kitchen range hoods were also provided in the updated Section 120.1. Ventilation and Indoor Air Quality included both additions and revisions in the 2019 Code. This section now requires nonresidential and hotel/motel buildings to have air filtration systems that use forced air ducts to supply air to occupiable spaces to have air filters. Further, the air filter efficiency must be either MERV 13 or use a particle size efficiency rating specific in the Energy Code AND be equipped with air filters with a minimum 2-inch depth or minimum 1-inch depth if sized according to the equation 120.1-A. If natural ventilation is to be used the space must also use mechanical unless ventilation openings are either permanently open or controlled to stay open during occupied times.

New regulations were also adopted under Section 130.1 Indoor Lighting Controls. These included new exceptions being added for restrooms, the exception for classrooms being removed, as well as exceptions in regard to sunlight provided through skylights and overhangs.

All buildings for which an application for a building permit is submitted on or after January 1, 2020 must follow the 2019 standards. The 2016 residential standards were estimated to be approximately 28 percent more efficient than the 2013 standards, whereas the 2019 residential standards are estimated to be approximately 7 percent more efficient than the 2016 standards. Furthermore, once rooftop solar electricity generation is factored in, 2019 residential standards are estimated to be approximately 53 percent more efficient than the 2016 standards. Under the 2019 standards, nonresidential buildings are estimated to be approximately 30 percent more efficient than the 2016 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas emissions.

The 2022 Building Energy Efficiency Standards will become effective on January 1, 2023. [45] The core focus of the building standards has been efficiency, but the 2019 Energy Code ventured into onsite generation by requiring solar PV on new homes, providing significant GHG savings. The 2022 update builds off this progress with expanded solar standards and the move to onsite energy storage that will help Californians save on utility bills while bolstering the grid. The 2022 Energy Code update focuses on four key areas in new construction of homes and businesses:

[45] California Energy Commission (CEC). 2022. Building Energy Efficiency Standards. https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency.

- Encouraging electric heat pump technology and use, which consumes less energy and produces fewer emissions than traditional HVACs and water heaters.
- Establishing electric-ready requirements when natural gas is installed, which positions owners to use cleaner electric heating, cooking and electric vehicle (EV) charging options whenever they choose to adopt those technologies.
- Expanding solar photovoltaic (PV) system and battery storage standards to make clean energy available onsite and complement the state's progress toward a 100 percent clean electricity grid.
- Strengthening ventilation standards to improve indoor air quality.

The 2022 Energy Code affects homes by establishing energy budgets based on efficient heat pumps for space or water heating to encourage builders to install heat pumps over gas-fueled HVAC units; requiring homes to be electric-ready, with dedicated 240-volt outlets and space (with plumbing for water heaters) so electric appliances can eventually replace installed gas appliances; increasing minimum kitchen ventilation requirements so that fans over cooktops have higher airflow or capture efficiency to better exhaust pollution from gas cooking and improve indoor air quality; and allowing exceptions to existing solar PV standards when roof area is not available (such as for smaller homes). In addition, the effect on businesses includes establishing combined solar PV and battery standards for select businesses with systems being sized to maximize onsite use of solar energy and avoid electricity demand during times when the grid must use gas-powered plants; establishing new efficiency standards for commercial greenhouses (primarily cannabis growing); and improving efficiency standards for building envelope, various internal systems, and grid integration equipment, such as demand-responsive controls to buoy grid stability.[46,47]

California Building Energy Efficiency Standards (Title 24, Part 11)

The 2019 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), commonly referred to as the CALGreen Code, went into effect on January 1, 2020. The 2019 CALGreen Code includes mandatory measures for non-residential development related to site development; energy efficiency; water efficiency and conservation; material conservation and resource efficiency; and environmental quality.

As previously discussed in Section 3 of this report, the Department of Housing and Community Development (HCD) updated CALGreen through the 2019 Triennial Code Adoption Cycle. HCD modified the best management practices for stormwater pollution prevention adding Section 5.106.2 for projects that disturb one or more acres of land. This section requires projects that disturb one acre or more of land or less than one acre of land but are part of a larger common plan of development or sale must comply with the postconstruction requirement detailed in the applicable National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board. The NPDES permits require postconstruction runoff (post-project hydrology) to match the preconstruction runoff pre-project hydrology) with installation of postconstruction stormwater management measures.

HCD added sections 5.106.4.1.3 and 5.106.4.1.5 in regard to bicycle parking. Section 5.106.4.1.3 requires new buildings with tenant spaces that have 10 or more tenant-occupants, provide secure bicycle parking for 5 percent of the tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility. In addition, Section 5.106.4.1.5 states that acceptable bicycle parking facility for Sections 5.106.4.1.2 through 5.106.4.1.4 shall be convenient from the street and shall meeting one of the following: (1) covered, lockable enclosures with permanently anchored racks for bicycles; (2) lockable bicycle rooms with permanently anchored racks; or (3) lockable, permanently anchored bicycle lockers.

[46] https://www.lightnowblog.com/2021/08/california-energy-commission-adopts-2022-building-energy-efficiency-standards/

[47] State of California Energy Commission. 2022 Building Energy Efficiency Standards Summary. https://www.energy.ca.gov/sites/default/files/2021-08/CEC_2022_EnergyCodeUpdateSummary_ADA.pdf

HCD amended section 5.106.5.3.5 allowing future charging spaces to qualify as designated parking for clean air vehicles.

HCD updated section 5.303.3.3 in regard to showerhead flow rates. This update reduced the flow rate to 1.8 GPM.

HCD amended section 5.304.1 for outdoor potable water use in landscape areas and repealed sections 5.304.2 and 5.304.3. The update requires nonresidential developments to comply with a local water efficient landscape ordinance or the current California Department of Water Resource's' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent. Some updates were also made in regard to the outdoor potable water use in landscape areas for public schools and community colleges.

HCD updated Section 5.504.5.3 in regard to the use of MERV filters in mechanically ventilated buildings. This update changed the filter use from MERV 8 to MERV 13. MERV 13 filters are to be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual.

The 2022 California Green Building Standards Code became effective on January 1, 2023.[48]

HCD amended Section 5.106.5.3 in regard to increasing the EV capable space percentages and adding a new requirement for installed Level 2 DCFC chargers.

HCD under Section 5.106.5.4 added new regulation for electric vehicle charging readiness requirements for new construction of warehouse, grocery stores, and retail stores with planned off-street loading spaces. [49]

Senate Bill 100

Senate Bill 100 (SB 100) requires 100 percent of total retail sales of electricity in California to come from eligible renewable energy resources and zero-carbon resources by December 31, 2045. SB 100 was adopted September 2018.

The interim thresholds from prior Senate Bills and Executive Orders would also remain in effect. These include Senate Bill 1078 (SB 1078), which requires retail sellers of electricity, including investor-owned utilities and community choice aggregators, to provide at least 20 percent of their supply from renewable sources by 2017. Senate Bill 107 (SB 107) which changed the target date to 2010. Executive Order S-14-08, which was signed on November 2008 and expanded the State's Renewable Energy Standard to 33 percent renewable energy by 2020. Executive Order S-21-09 directed the CARB to adopt regulations by July 31, 2010 to enforce S-14-08. Senate Bill X1-2 codifies the 33 percent renewable energy requirement by 2020.

Senate Bill 350

As previously discussed in Section 3 of this report, Senate Bill 350 (SB 350) was signed into law October 7, 2015, SB 350 increases California's renewable electricity procurement goal from 33 percent by 2020 to 50 percent by 2030. This will increase the use of Renewables Portfolio Standard (RPS) eligible resources, including solar, wind, biomass, geothermal, and others. In addition, SB 350 requires the state to double statewide energy efficiency savings in electricity and natural gas end uses by 2030. To help ensure these goals are met and the greenhouse gas emission reductions are realized, large utilities will be required to develop and submit Integrated Resource Plans (IRPs). These IRPs will detail how each entity will meet their customers resource needs, reduce greenhouse gas emissions and ramp up the deployment of clean energy resources.

[48] California Building Standards Commission (CBSC). 2022. California Green Building Standards. Website: https://codes.iccsafe.org/content/CAGBC2022P1.

[49] https://www.dgs.ca.gov/BSC/Resources/2022-Title-24-California-Code-Changes

Assembly Bill 32

As discussed in Section 3 of this report, in 2006 the California State Legislature adopted Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006. AB 32 requires CARB, to adopt rules and regulations that would achieve GHG emissions equivalent to statewide levels in 1990 by 2020 through an enforceable statewide emission cap which will be phased in starting in 2012. Emission reductions shall include carbon sequestration projects that would remove carbon from the atmosphere and best management practices that are technologically feasible and cost effective. Please see Section 3 for further detail on AB 32.

Assembly Bill 1493/Pavley Regulations

As discussed in Section 3 of this report, California Assembly Bill 1493 enacted on July 22, 2002, required CARB to develop and adopt regulations that reduce GHGs emitted by passenger vehicles and light duty trucks. In 2005, the CARB submitted a "waiver" request to the EPA from a portion of the federal Clean Air Act in order to allow the State to set more stringent tailpipe emission standards for CO_2 and other GHG emissions from passenger vehicles and light duty trucks. On December 19, 2007 the EPA announced that it denied the "waiver" request. On January 21, 2009, CARB submitted a letter to the EPA administrator regarding the State's request to reconsider the waiver denial. The EPA approved the waiver on June 30, 2009.

Executive Order S-1-07/Low Carbon Fuel Standard

As discussed in Section 3 of this report, Executive Order S-1-07 was issued in 2007 and proclaims that the transportation sector is the main source of GHG emissions in the State, since it generates more than 40 percent of the State's GHG emissions. It establishes a goal to reduce the carbon intensity of transportation fuels sold in the State by at least ten percent by 2020. This Order also directs CARB to determine whether this Low Carbon Fuel Standard (LCFS) could be adopted as a discrete early-action measure as part of the effort to meet the mandates in AB 32.

On April 23, 2009 CARB approved the proposed regulation to implement the low carbon fuel standard. The low carbon fuel standard is anticipated to reduce GHG emissions by about 16 MMT per year by 2020. The low carbon fuel standard is designed to provide a framework that uses market mechanisms to spur the steady introduction of lower carbon fuels. The framework establishes performance standards that fuel producers and importers must meet each year beginning in 2011. Separate standards are established for gasoline and diesel fuels and the alternative fuels that can replace each. The standards are "back-loaded", with more reductions required in the last five years, than during the first five years. This schedule allows for the development of advanced fuels that are lower in carbon than today's fuels and the market penetration of plug-in hybrid electric vehicles, battery electric vehicles, fuel cell vehicles, and flexible fuel vehicles. It is anticipated that compliance with the low carbon fuel standard will be based on a combination of both lower carbon fuels and more efficient vehicles.

Reformulated gasoline mixed with corn-derived ethanol at ten percent by volume and low sulfur diesel fuel represent the baseline fuels. Lower carbon fuels may be ethanol, biodiesel, renewable diesel, or blends of these fuels with gasoline or diesel as appropriate. Compressed natural gas and liquefied natural gas also may be low carbon fuels. Hydrogen and electricity, when used in fuel cells or electric vehicles are also considered as low carbon fuels for the low carbon fuel standard.

California Air Resources Board

CARB's Advanced Clean Cars Program

Closely associated with the Pavley regulations, the Advanced Clean Cars emissions control program was approved by CARB in 2012. The program combines the control of smog, soot, and GHGs with requirements for greater numbers of zero-emission vehicles for model years 2015–2025.15 The components of the Advanced Clean Cars program include the Low-Emission Vehicle (LEV) regulations that reduce criteria

pollutants and GHG emissions from light- and medium-duty vehicles, and the Zero-Emission Vehicle (ZEV) regulation, which requires manufacturers to produce an increasing number of pure ZEVs (meaning battery electric and fuel cell electric vehicles), with provisions to also produce plug-in hybrid electric vehicles (PHEV) in the 2018 through 2025 model years.[50]

Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling

The Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling (Title 13, California Code of Regulations, Division 3, Chapter 10, Section 2435) was adopted to reduce public exposure to diesel particulate matter and other air contaminants by limiting the idling of diesel-fueled commercial motor vehicles. This section applies to diesel-fueled commercial motor vehicles with gross vehicular weight ratings of greater than 10,000 pounds that are or must be licensed for operation on highways. Reducing idling of diesel-fueled commercial motor vehicles reduces the amount of petroleum-based fuel used by the vehicle.

Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen, and other Criteria Pollutants, form In-Use Heavy-Duty Diesel-Fueled Vehicles

The Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and other Criteria Pollutants, from In-Use Heavy-Duty Diesel-Fueled Vehicles (Title 13, California Code of Regulations, Division 3, Chapter 1, Section 2025) was adopted to reduce emissions of diesel particulate matter, oxides of nitrogen (NOX) and other criteria pollutants from in-use diesel-fueled vehicles. This regulation is phased, with full implementation by 2023. The regulation aims to reduce emissions by requiring the installation of diesel soot filters and encouraging the retirement, replacement, or repower of older, dirtier engines with newer emission-controlled models. The newer emission-controlled models would use petroleum-based fuel in a more efficient manner.

Sustainable Communities Strategy

The Sustainable Communities and Climate Protection Act of 2008, or Senate Bill 375 (SB 375), coordinates land use planning, regional transportation plans, and funding priorities to help California meet the GHG reduction mandates established in AB 32.

As previously stated in Section 3 of this report, Senate Bill 375 (SB 375) was adopted September 2008 and aligns regional transportation planning efforts, regional GHG emission reduction targets, and land use and housing allocation. SB 375 requires Metropolitan Planning Organizations (MPO) to adopt a sustainable communities strategy (SCS) or alternate planning strategy (APS) that will prescribe land use allocation in that MPOs Regional Transportation Plan (RTP). CARB, in consultation with each MPO, will provide each affected region with reduction targets for GHGs emitted by passenger cars and light trucks in the region for the years 2020 and 2035. These reduction targets will be updated every eight years but can be updated every four years if advancements in emissions technologies affect the reduction strategies to achieve the targets. CARB is also charged with reviewing each MPO's sustainable communities strategy or alternate planning strategy for consistency with its assigned targets.

The proposed project is located within the Southern California Association of Governments (SCAG) jurisdiction, which has authority to develop the SCS or APS. For the SCAG region, the targets set by CARB are at eight percent below 2005 per capita GHG emissions levels by 2020 and 19 percent below 2005 per capita GHG emissions levels by 2035. These reduction targets became effective October 2018.

[50] California Air Resources Board, California's Advanced Clean Cars Program, January 18, 2017. www.arb.ca.gov/msprog/acc/acc.htm.

PROJECT ENERGY DEMANDS AND ENERGY EFFICIENCY MEASURES

Evaluation Criteria

In compliance with Appendix G of the State CEQA Guidelines, this report analyzes the project's anticipated energy use to determine if the project would:

- Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation; or
- Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

In addition, Appendix F of the State CEQA Guidelines states that the means of achieving the goal of energy conservation includes the following:

- Decreasing overall per capita energy consumption;
- Decreasing reliance on fossil fuels such as coal, natural gas and oil; and
- Increasing reliance on renewable energy sources.

Methodology

Information from the CalEEMod 2022.1.1.6 Output contained in Appendix B, utilized for air quality and greenhouse gas analyses in Sections 2 and 3 of this report, were also utilized for this analysis. The CalEEMod outputs detail project related construction equipment, transportation energy demands, and facility energy demands.

Construction Energy Demands

Construction is anticipated to occur no sooner than early September 2024 with completion early September 2026, and be completed in one phase. Staging of construction vehicles and equipment will occur on-site. The approximately twenty-four-month schedule is relatively short, and the project site is approximately 1.93 acres.

Construction Equipment Electricity Usage Estimates

As stated previously, Electrical service will be provided by SCE. The focus within this section is the energy implications of the construction process, specifically the power cost from on-site electricity consumption during construction of the proposed project. Based on the 2021 National Construction Estimator, Richard Pray (2021)[51], the typical power cost per 1,000 square feet of building construction per month is estimated to be $2.37. The project is the construction of 13 single-family residential dwelling units with a total square footage of up to approximately 35,500 square feet. Based on Table 15, the total power cost of the on-site electricity usage during the construction of the proposed project is estimated to be approximately $2,019.24. Furthermore, the total electricity usage from project construction related activities is estimated to be approximately 20,192 kWh.[52]

Construction Equipment Fuel Estimates

Fuel consumed by construction equipment would be the primary energy resource expended over the course of project construction. Fuel consumed by construction equipment was evaluated with the following assumptions:

[51] Pray, Richard. 2021 National Construction Estimator. Carlsbad: Craftsman Book Company, 2021.

[52] Assumes the project will be under the Residential Tiered Rate Plan under SCE. https://www.sce.com/residential/rates.

- Construction schedule of 24 months
- All construction equipment was assumed to run on diesel fuel
- Typical daily use of 8 hours, with some equipment operating from ~6-7 hours
- Aggregate fuel consumption rate for all equipment was estimated at 18.5 hp-hr/gallon (from CARB's 2017 Emissions Factors Tables and fuel consumption rate factors as shown in Table D-21 of the Moyer Guidelines: (https://www.arb.ca.gov/msprog/moyer/guidelines/2017gl/2017_gl_appendix_d.pdf).
- Diesel fuel would be the responsibility of the equipment operators/contractors and would be sources within the region.
- Project construction represents a "single-event" for diesel fuel demand and would not require on-going or permanent commitment of diesel fuel resources during long term operation.

Using the CalEEMod data input for the air quality and greenhouse gas analyses (Sections 2 and 3 of this report), the project's construction phase would consume electricity and fossil fuels as a single energy demand, that is, once construction is completed their use would cease. CARB's 2017 Emissions Factors Tables show that on average aggregate fuel consumption (gasoline and diesel fuel) would be approximately 18.5 hp-hr-gal. Table 16 shows the results of the analysis of construction equipment.

As presented in Table 16, project construction activities would consume an estimated 40,886 gallons of diesel fuel. As stated previously, project construction would represent a "single-event" diesel fuel demand and would not require on-going or permanent commitment of diesel fuel resources for this purpose.

Construction Worker Fuel Estimates

It is assumed that construction worker trips are from light duty autos (LDA), light duty truck 1 (LDT1), and light duty truck 2 (LDT2) at a mix of 25 percent/50 percent/25 percent, respectively, along area roadways.[53] With respect to estimated VMT, the construction worker trips would generate an estimated 51,124 VMT. Data regarding project related construction worker trips were based on CalEEMod 2022.1.1.6 model defaults.

Vehicle fuel efficiencies for construction workers were estimated in the air quality and greenhouse gas analyses (Sections 2 and 3 of this report) using information generated using CARB's 2021 EMFAC model (see Appendix B for details). An aggregate fuel efficiency of 26.02 miles per gallon (mpg) was used to calculate vehicle miles traveled for construction worker trips. Table 17 shows that an estimated 1,965 gallons of fuel would be consumed for construction worker trips.

Construction Vendor/Hauling Fuel Estimates

Tables 18 and 19 show the estimated fuel consumption for vendor and hauling during building construction and architectural coating. With respect to estimated VMT, the vendor and hauling trips would generate an estimated 8,047 VMT. Data regarding project related construction worker trips were based on CalEEMod 2022.1.1.6 model defaults.

For the architectural coatings it is assumed that the contractors would be responsible for bringing coatings and equipment with them in their light duty vehicles. Therefore, vendors delivering construction material or hauling debris from the site during demolition, grading, and building construction would use medium to heavy duty vehicles with an average fuel consumption of 7.75 mpg for medium heavy-duty trucks and 6.05 mpg for

[53] CalEEMod User's Guide Appendix C (April 2022) states that construction work trips are made by a fleet consisting of 25 percent light-duty auto (or passenger car), 50 percent light-duty truck type 1 (LDT1), and 25 percent light duty truck type 2 (LDT2).

heavy heavy-duty trucks (see Appendix B for details).[54] Tables 18 and 19 show that an estimated 1,208 gallons of fuel would be consumed for vendor and hauling trips.

Construction Energy Efficiency/Conservation Measures

Construction equipment used over the approximately twenty-four-month construction phase would conform to CARB regulations and California emissions standards and is evidence of related fuel efficiencies. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities; or equipment that would not conform to current emissions standards (and related fuel efficiencies). Equipment employed in construction of the project would therefore not result in inefficient wasteful, or unnecessary consumption of fuel.

The project would utilize construction contractors which practice compliance with applicable CARB regulation regarding retrofitting, repowering, or replacement of diesel off-road construction equipment. Additionally, CARB has adopted the Airborne Toxic Control Measure to limit heavy-duty diesel motor vehicle idling in order to reduce public exposure to diesel particulate matter and other Toxic Air Contaminants. Compliance with these measures would result in a more efficient use of construction-related energy and would minimize or eliminate wasteful or unnecessary consumption of energy. Idling restrictions and the use of newer engines and equipment would result in less fuel combustion and energy consumption.

Additionally, as required by California Code of Regulations Title 13, Motor Vehicles, section 2449(d)(3) Idling, limits idling times of construction vehicles to no more than five minutes, thereby minimizing or eliminating unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. Enforcement of idling limitations is realized through periodic site inspections conducted by City building officials, and/or in response to citizen complaints.

Operational Energy Demands

Energy consumption in support of or related to project operations would include transportation energy demands (energy consumed by employee and patron vehicles accessing the project site) and facilities energy demands (energy consumed by building operations and site maintenance activities).

Transportation Fuel Consumption

Using the CalEEMod output from the air quality and greenhouse gas analyses (Sections 2 and 3 of this report), it is assumed that an average trip for autos and light trucks was assumed to be 6.1 miles and medium to heavy (2-4-axle) trucks were assumed to travel an average of 16 miles.[55] In order to present a worst-case scenario, it was assumed that vehicles would operate 365 days per year. Table 20 shows the estimated annual fuel consumption for all classes of vehicles from autos to heavy-heavy trucks.[56]

The proposed project would generate a maximum of 84 trips per day. The vehicle fleet mix was used from the CalEEMod output. Table 20 shows that an estimated 10,140 of fuel would be consumed per year for the operation of the proposed project.

Trip generation and VMT generated by the proposed project are consistent with other similar residential land uses of similar scale and configuration as reflected respectively in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021). That is, the proposed project does not propose uses or

[54] CalEEMod User's Guide Appendix C (April 2022) states that vendor trips are made by a fleet consisting of 50 percent medium trucks (MHDT) and 50 percent heavy trucks (HHDT) and that hauling and onsite truck trips are made by a fleet consisting of 100 percent HHDT.

[55] CalEEMod default distance for H-W (home-work) is 16.03 miles; 6.08 miles for H-O (home-other).

[56] Average fuel economy based on aggregate mileage calculated in EMFAC 2021 for opening year (2026). See Appendix B for EMFAC output.

operations that would inherently result in excessive and wasteful vehicle trips and VMT, nor associated excess and wasteful vehicle energy consumption. Furthermore, the state of California consumed approximately 4.2 billion gallons of diesel and 15.1 billion gallons of gasoline in 2015.[57,58] Therefore, the increase in fuel consumption from the proposed project is insignificant in comparison to the State's demand. Therefore, project transportation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

Facility Energy Demands (Electricity and Natural Gas)

Building operation and site maintenance (including landscape maintenance) would result in the consumption of electricity (provided by SCE) and natural gas (provided by Southern California Gas Company). The annual natural gas and electricity demands were provided per the CalEEMod output from the air quality and greenhouse gas analyses (Sections 2 and 3 of this report) and are provided in Table 21.

As shown in Table 21, the estimated electricity demand for the proposed project is approximately 89,637 kWh per year. In 2021, the residential sector of the County of Orange consumed approximately 7,272 million kWh of electricity.[59] In addition, the estimated natural gas consumption for the proposed project is approximately 498,360 kBTU per year. In 2021, the residential sector of the County of Orange consumed approximately 362 million therms of gas.[60] Therefore, the increase in both electricity and natural gas demand from the proposed project is insignificant compared to the County's 2021 residential sector demand.

Energy use in buildings is divided into energy consumed by the built environment and energy consumed by uses that are independent of the construction of the building such as in plug-in appliances. In California, the California Building Standards Code Title 24 governs energy consumed by the built environment, mechanical systems, and some types of fixed lighting. Non-building energy use, or "plug-in" energy use can be further subdivided by specific end-use (refrigeration, cooking, appliances, etc.). The proposed project would be required to comply with Title 24 standards.

Furthermore, the proposed project energy demands in total would be comparable to other residential projects of similar scale and configuration. Therefore, the project facilities' energy demands, and energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

Renewable Energy and Energy Efficiency Plan Consistency

Regarding federal transportation regulations, the project site is located in an already developed area. Access to/from the project site is from existing roads. These roads are already in place so the project would not interfere with, nor otherwise obstruct intermodal transportation plans or projects that may be proposed pursuant to the ISTEA because SCAG is not planning for intermodal facilities in the project area.

Regarding the State's Energy Plan and compliance with Title 24 CCR energy efficiency standards, the applicant is required to comply with the California Green Building Standard Code requirements for energy efficient buildings and appliances as well as utility energy efficiency programs implemented by Southern California Edison and Southern California Gas Company.

Regarding Pavley (AB 1493) regulations, an individual project does not have the ability to comply or conflict with these regulations because they are intended for agencies and their adoption of procedures and protocols for reporting and certifying GHG emission reductions from mobile sources. However, the vehicles associated with the proposed project would be required to comply with federal and state fuel efficiency standards.

[57] https://www.energy.ca.gov/data-reports/energy-almanac/transportation-energy/california-gasoline-data-facts-and-statistics
[58] https://www.energy.ca.gov/data-reports/energy-almanac/transportation-energy/diesel-fuel-data-facts-and-statistics
[59] California Energy Commission, Electricity Consumption by County. https://ecdms.energy.ca.gov/elecbycounty.aspx
[60] California Energy Commission, Gas Consumption by County. http://ecdms.energy.ca.gov/gasbycounty.aspx

Regarding the State's Renewable Energy Portfolio Standards, the project would be required to meet or exceed the energy standards established in the California Green Building Standards Code, Title 24, Part 11 (CALGreen). CALGreen Standards require that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

As shown in Section 3 above, the proposed project would be consistent with the goals of the CARB Scoping Plan.

Conclusions

As supported by the preceding analyses, project construction and operations would not result in the inefficient, wasteful or unnecessary consumption of energy. The proposed project does not include any unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities and is a residential project that is not proposing any additional features that would require a larger energy demand than other residential projects of similar scale and configuration. The energy demands of the project are anticipated to be accommodated within the context of available resources and energy delivery systems. The project would therefore not cause or result in the need for additional energy producing or transmission facilities. The project would not engage in wasteful or inefficient uses of energy and aims to achieve energy conservations goals within the State of California. Notwithstanding, the project proposes residential uses and will not have any long-term effects on an energy provider's future energy development or future energy conservation strategies.

Table 13
Total Electricity System Power (California 2021)

Fuel Type	California In-State Generation (GWh)	Percent of California In-State Generation	Northwest Imports (GWh)	Southwest Imports (GWh)	Total Imports (GWh)	Percent of Imports	Total California Energy Mix (GWh)	Total California Power Mix
Coal	303	0.20%	181	7,788	7,969	9.50%	8,272	3.00%
Natural Gas	97,431	50.20%	45	7,880	7,925	9.50%	105,356	37.90%
Oil	37	0.00%	-	-	-	0.00%	37	0.00%
Other (Waste Heat/Petroleum Coke)	382	0.20%	68	15	83	0.10%	465	0.20%
Nuclear	16,477	8.50%	524	8756	9281	11.10%	25,758	9.30%
Large Hydro	12,036	6.20%	12,042	1,578	13,620	16.30%	25,656	9.20%
Unspecified Sources of Power	-	0.00%	8,156	10,731	18,887	22.60%	18,887	6.80%
Renewables	67,461	34.80%	11,555	14,317	25,872	30.90%	93,333	33.60%
Biomass	5,381	2.80%	864	26	890	1.10%	6,271	2.30%
Geothermal	11,116	5.70%	192	1,906	2,098	2.50%	13,214	4.80%
Small Hydro	2,531	1.30%	304	1	304	0.40%	2,835	1.00%
Solar	33,260	17.10%	220	5,979	6,199	7.40%	39,458	14.20%
Wind	15,173	7.80%	9,976	6,405	16,381	19.60%	31,555	11.40%
Total	**194,127**	**100%**	**32,572**	**51,064**	**83,636**	**100%**	**277,764**	**100%**

Notes:

(1) Source: California Energy Commission. 2021 Total System Electric Generation. https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2021-total-system-electric-generation

Table 14
SCE 2021 Power Content Mix

Energy Resources	2021 SCE Power Mix
Eligible Renewable	31.4%
Biomass & Biowaste	*0.1%*
Geothermal	*5.7%*
Eligible Hydroelectric	*0.5%*
Solar	*14.9%*
Wind	*10.2%*
Coal	0.0%
Large Hydroelectric	2.3%
Natural Gas	22.3%
Nuclear	9.2%
Other	0.2%
Unspecified Sources of power*	34.6%
Total	100%

Notes:

(1) https://www.energy.ca.gov/filebrowser/download/4676

* Unspecified sources of power means electricity from transactions that are not traceable to specific generation sources.

Table 15
Project Construction Power Cost and Electricity Usage

Power Cost (per 1,000 square foot of building per month of construction)	Total Building Size (1,000 Square Foot)[1]	Construction Duration (months)	Total Project Construction Power Cost
$2.37	35.500	24	$2,019.24

Cost per kWh[2]	Total Project Construction Electricity Usage (kWh)
$0.10	20,192

Notes:

(1) Total building square footage estimated based on: two dwelling units at 1,900 square foot, six dwelling units at 2,200 square foot, five dwelling units at 2,500 square foot, and garage square footage of approximately 500 square feet for each dwelling unit.

(2) Assumes the project will be under the Residential Tiered Rate Plan under SCE. https://www.sce.com/residential/rates

Table 16
Construction Equipment Fuel Consumption Estimates

Phase	Number of Days	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor	HP hrs/day	Total Fuel Consumption (gal diesel fuel)[1]
Demolition	42	Concrete/Industrial Saw	1	8	33	0.73	193	438
	42	Rubber Tired Dozers	1	8	367	0.4	1,174	2,666
	42	Tractors/Loaders/Backhoes	1	8	84	0.37	249	564
Grading	15	Graders	1	8	148	0.41	485	394
	15	Rubber Tired Dozers	1	8	367	0.4	1,174	952
	15	Tractors/Loaders/Backhoes	2	7	84	0.37	435	353
Building Construction	422	Cranes	1	6	367	0.29	639	14,567
	422	Forklifts	1	6	82	0.2	98	2,245
	422	Generator Sets	1	8	14	0.74	83	1,891
	422	Tractors/Loaders/Backhoes	1	6	84	0.37	186	4,254
	422	Welders	3	8	46	0.45	497	11,332
Paving	24	Cement and Mortar Mixers	1	6	10	0.56	34	44
	24	Pavers	1	6	81	0.42	204	265
	24	Paving Equipment	1	8	89	0.36	256	333
	24	Rollers	1	7	36	0.38	96	124
	24	Tractors/Loaders/Backhoes	1	8	84	0.37	249	323
Architectural Coating	25	Air Compressors	1	6	37	0.48	107	144
CONSTRUCTION FUEL DEMAND (gallons of diesel fuel)								**40,886**

Notes:

(1) Using Carl Moyer Guidelines Table D-21 Fuel consumption rate factors (bhp-hr/gal) for engines less than 750 hp. (Source: https://www.arb.ca.gov/msprog/moyer/guidelines/2017gl/2017_gl_appendix_d.pdf)

Table 17
Construction Worker Fuel Consumption Estimates

Phase	Number of Days	Worker Trips/Day	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	42	7.5	18.5	5,828	26.02	224
Grading	15	10	18.5	2,775	26.02	107
Building Construction	422	4.68	18.5	36,537	26.02	1,404
Paving	24	12.5	18.5	5,550	26.02	213
Architectural Coating	25	0.94	18.5	435	26.02	17
Total Construction Worker Fuel Consumption						**1,965**

Notes:

(1) Assumptions for the worker trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.6 defaults.

(2) Per CalEEMod User's Guide Appendix C (April 2022), CalEEMod assumes that construction work trips are made by a fleet consisting of 25 percent light-duty auto (or passenger car), 50 percent light-duty truck type 1 (LDT1), and 25 percent light duty truck type 2 (LDT2).

Table 18
Construction Vendor Fuel Consumption Estimates (MHD & HHD Trucks)

Phase	Number of Days	Vendor Trips/Day	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	42	0	10.2	0	6.9	0
Grading	15	0	10.2	0	6.9	0
Building Construction	422	1.39	10.2	5,983	6.9	867
Paving	24	0	10.2	0	6.9	0
Architectural Coating	25	0	10.2	0	6.9	0
Total Construction Vendor Fuel Consumption						**867**

Notes:

(1) Assumptions for the vendor trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.6 defaults.

(2) Per CalEEMod User's Guide Appendix C (April 2022), CalEEMod assumes vendor trips are made by a fleet consisting of 50 percent medium trucks (MHDT) and 50 percent heavy trucks (HHDT).

Table 19
Construction Hauling Fuel Consumption Estimates (HHD Trucks)

Phase	Number of Days	Total Hauling Trips	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	42	0.1	20	84	6.05	14
Grading	15	7	20	1,980	6.05	327
Building Construction	422	0	20	0	6.05	0
Paving	24	0	20	0	6.05	0
Architectural Coating	25	0	20	0	6.05	0
Total Construction Hauling Fuel Consumption						**341**

Notes:

(1) Assumptions for the hauling trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.6 defaults.

Table 20
Estimated Vehicle Operations Fuel Consumption

Vehicle Type	Vehicle Mix	Number of Vehicles	Average Trip (miles)[1]	Daily VMT	Average Fuel Economy (mpg)[2]	Total Gallons per Day	Total Annual Fuel Consumption (gallons)
Light Auto	Automobile	42	6.1	256	33.51	7.65	2,791
Light Truck	Automobile	4	6.1	24	25.58	0.95	348
Light Truck	Automobile	20	6.1	122	25.64	4.76	1,737
Light Heavy Truck	2-Axle Truck	2	16.0	32	16.47	1.95	710
Light Heavy Truck 10,000 lbs +	2-Axle Truck	1	16.0	16	15.61	1.03	375
Motorcycle	Automobile	2	6.1	12	41.79	0.29	107
Medium Truck	Automobile	12	16.0	192	21.01	9.16	3,342
Motor Home	--	0	6.1	0	5.78	0.00	0
Medium Heavy Truck	3-Axle Truck	1	16.0	16	8.01	2.00	730
Other Bus	--	0	6.1	0	6.29	0.00	0
School Bus	--	0	6.1	0	6.55	0.00	0
Urban Bus	--	0	6.1	0	3.53	0.00	0
Heavy Heavy Truck	4-Axle Truck	0	16.0	0	6.26	0.00	0
Total		84	--	671	-	27.78	--
Total Annual Fuel Consumption							10,140

Notes:

(1) Based on the size of the site and relative location, trips were assumed to be local rather than regional.

(2) Based on EMFAC2021 emission rates for opening year of 2026.

Table 21
Project Annual Operational Energy Demand Summary

Natural Gas Demand	kBTU/year[1,2]
Single-Family Residential	498,360
Total	**498,360**

Electricity Demand	kWh/year
Single-Family Residential	89,637
Total	**89,637**

Notes:

(1) Taken from the CalEEMod 2022.1.1.6 output (Appendix B of this report).

5. EMISSIONS REDUCTION MEASURES

Construction Measures

Adherence to SCAQMD Rule 403 is required.

No construction mitigation is required.

Operational Measures

No operational mitigation is required.

6. REFERENCES

California Air Resources Board

2008 Resolution 08-43

2008 Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act

2008 ARB Recommended Interim Risk Management Policy for Inhalation-Based Residential Cancer Risk – Frequently Asked Questions

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2013 Almanac of Emissions and Air Quality.
Source: https://www.arb.ca.gov/aqd/almanac/almanac13/almanac13.htm

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2017 California's 2017 Climate Change Scoping Plan. November.

2022 2022 Scoping Plan for Achieving Carbon Neutrality. November 16.

2022 Historical Air Quality, Top 4 Summary

City of Orange

2010 Orange General Plan. March.

Ganddini Group, Inc.

2022 Rancho Ridge Infill Project Transportation Study Screening Assessment. December 19.

Governor's Office of Planning and Research

2008 CEQA and Climate: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review

2018 CEQA Guideline Sections to be Added or Amended

Intergovernmental Panel on Climate Change (IPCC).

2014 IPCC Fifth Assessment Report, Climate Change 2014: Synthesis Report

Office of Environmental Health Hazard Assessment

2015 Air Toxics Hot Spots Program Risk Assessment Guidelines

South Coast Air Quality Management District

1993 CEQA Air Quality Handbook

2005 Rule 403 Fugitive Dust

2007 2007 Air Quality Management Plan

2008 Final Localized Significance Threshold Methodology, Revised

2012 Final 2012 Air Quality Management Plan

2016 2016 Air Quality Management Plan

2022 2022 Air Quality Management Plan. December 2.

Southern California Association of Governments

2016 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy

2020 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy

U.S. Environmental Protection Agency (EPA)

2017 Understanding Global Warming Potentials
(Source: https://www.epa.gov/ghgemissions/understanding-global-warming-potentials)

U.S. Geological Survey

2011 Reported Historic Asbestos Mines, Historic Asbestos Prospects, and Other Natural Occurrences of Asbestos in California

Note: Artist's conception; colors, materials, application, and landscape treatment may vary.

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Orange, CA

2021327 | 06-30-2025

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WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

WHA. Architects . Planners . Designers .
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Studio PAD
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Submittal Log

Formal City Submittal 1	05/03/2023
Formal City Submittal 2	06/14/2024
Formal City Submittal 3	09/05/2024
Formal City Submittal 4	04/18/2025
Formal City Submittal 5	06/30/2025
	11/24/2025 (Updated)

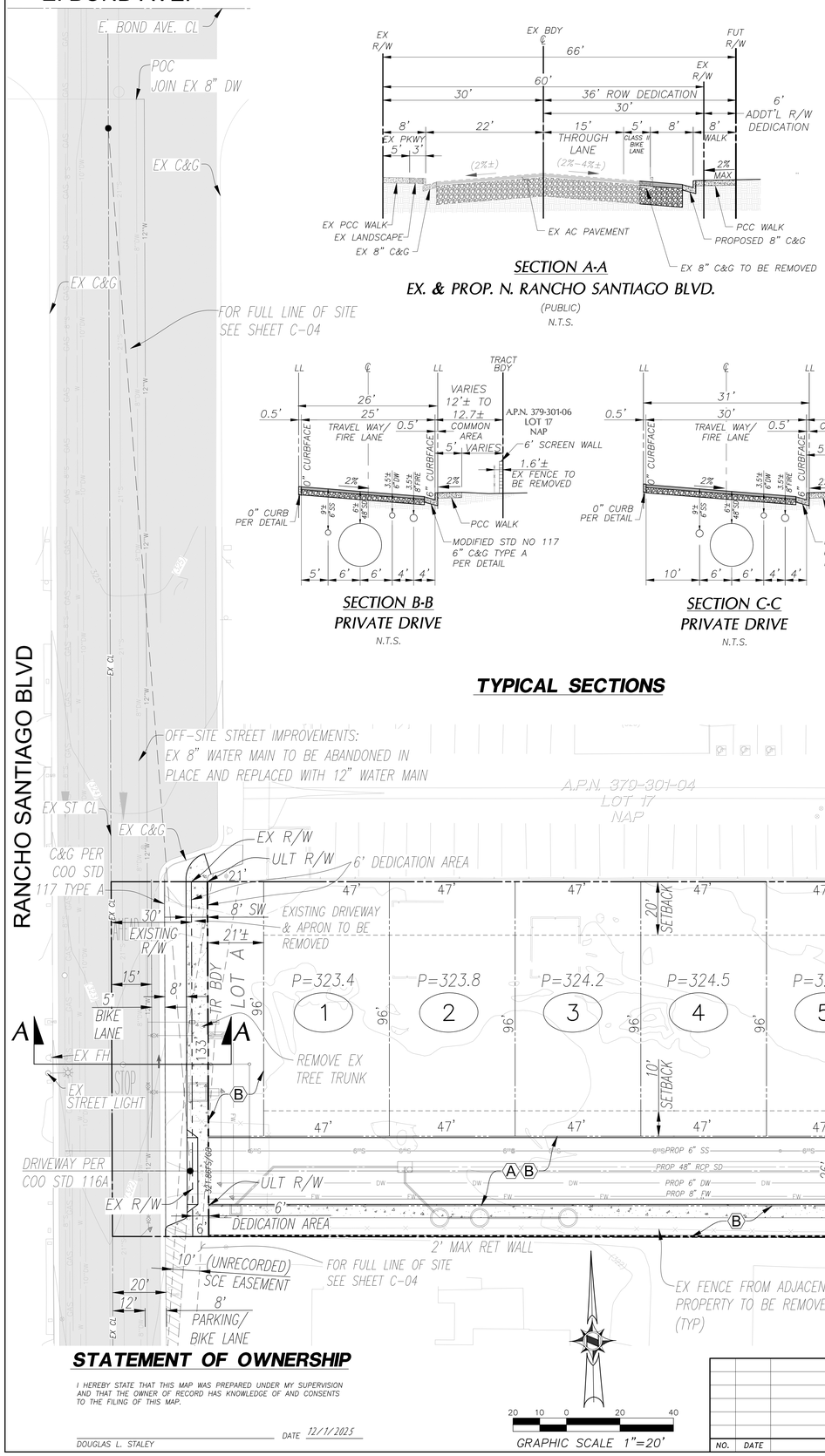
Design Review Project No.:

TENTATIVE TRACT MAP NO. 19279

FOR SINGLE FAMILY DWELLING RESIDENTIAL UNITS

"RANCHO RIDGE"

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: THE SOUTHERLY 10.00 FEET OF THE NORTH HALF OF THE NORTH HALF AND THE SOUTH 5 ACRES OF THE NORTH HALF OF LOT 17, BLOCK B, OF THE LAND OF OGE AND BOND AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 430 AND 431 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA. EXCEPTING THEREFROM THE SOUTHERLY 210.00 FEET THEREOF. ALSO, EXCEPTING THEREFROM THE WESTERLY 25.00 FEET OF SAID SOUTHERLY 10.00 FEET.



SECTION A-A

EX. & PROP. N. RANCHO SANTIAGO BLVD.

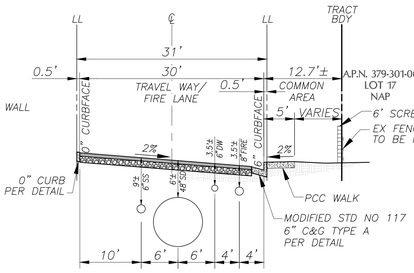
(PUBLIC)

N.T.S.

SECTION B-B

PRIVATE DRIVE

N.T.S.



SECTION C-C

PRIVATE DRIVE

N.T.S.

TYPICAL SECTIONS

LEGEND

1 / A A	LOT NUMBER
	SECTION FLAG
	EX. STREET LIGHT
	EX. FIRE HYDRANT
	EX. POWER POLE
NAP	NOT A PART
TOP	TOP OF SLOPE
TOE	TOE OF SLOPE
	DAYLIGHT LINE
580	EXISTING CONTOUR
	LOT LINE
	TRACT BOUNDARY
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING STREET
	MODIFIED LINE OF SIGHT
SD	PROPOSED STORM DRAIN
	PROPOSED WATER QUALITY
DW	PROPOSED DOMESTIC WATER
FW	PROPOSED FIRE WATER
S	PROPOSED SEWER
	PROPOSED CURB
	FLOW LINE
	EASEMENT
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION AND BLOWOFF
	PROPOSED CATCH BASIN
	PROPOSED DRYWELL
	PROPOSED SEWER MANHOLE
	PROPOSED SEWER CLEANOUT
	PROPOSED DOMESTIC WATER METER
	PROPOSED DOMESTIC WATER BACKFLOW
	PROPOSED DOMESTIC WATER BLOWOFF

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BC	BEGIN CURVE
BCR	BEGIN CURVE RETURN
BDY	BOUNDARY
BF	BACKFLOW
BO	BLOWOFF
BW	BACK OF WALK
CB	CATCH BASIN
C&G	CURB & GUTTER
℄	CENTERLINE
CMB	CRUSHED MISCELLANEOUS BASE
CO	CLEANOUT
COO	CITY OF ORANGE
DW	DOMESTIC WATER
DWY	DRIVEWAY
EC	END CURVE
ECR	END CURVE RETURN
EP	EDGE OF PAVEMENT
ESM'T	EASEMENT
EX	EXISTING
FF=	FINISH FLOOR ELEVATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE ELEV.
FS	FINISH SURFACE
FW	FIRE WATER
GB	GRADE BREAK
INV	INVERT OF DRAIN
LAT	LATERAL
LL	LOT LINE
NTS	NOT TO SCALE
OCSD	ORANGE COUNTY SANITATION DISTRICT
P=	PAD ELEVATION
PCC	POINT OF COMPOUND CURVATURE
PKWY	PARKWAY
POC	POINT OF CONNECTION
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RG	ROUGH GRADE
R/W	RIGHT OF WAY
RW	RECYCLED WATER
SCE	SOUTHERN CALIFORNIA EDISON
SD	STORM DRAIN
SCGC	SOUTHERN CALIFORNIA GAS COMPANY
SL	STREET LIGHT
SS	SANITARY SEWER
STA	STATION
TC	TOP OF CURB
TR	TRACT
TYP	TYPICAL
ULT	ULTIMATE
WM	WATER METER

UTILITY TABLE

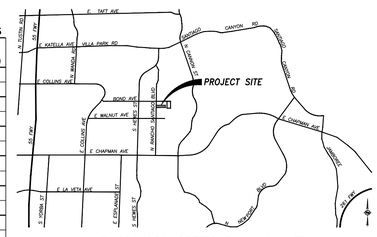
FIRE WATER	284	LF
STORM DRAIN	525	LF
WATER QUALITY	163	LF
SANTIARY SEWER (PRIVATE)	521	LF
SANTIARY SEWER (OFF-SITE)	47	LF
DOMESTIC WATER (PRIVATE)	648	LF
DOMESTIC WATER (OFF-SITE)	460	LF

LOT SUMMARY

LAND USE SUMMARY - NUMBERED LOTS

LOT	GROSS AREA (S.F.)	GROSS LOT SIZE (ACRES)
1	4,473	0.10
2	4,473	0.10
3	4,473	0.10
4	4,473	0.10
5	4,473	0.10
6	4,473	0.10
7	4,473	0.10
8	4,473	0.10
9	4,473	0.10
10	4,438	0.10
11	4,689	0.11
*A	1,985	0.05
*B	12,919	0.30
*C	19,039	0.44
TOTAL	83,332	1.91

*HOA MAINTAINED



VICINITY MAP

N.T.S.

LAND USE SUMMARY

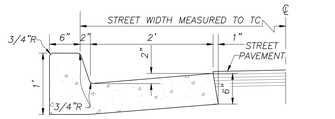
CATEGORY	ACREAGE
GROSS PROJECT AREA	2.02
36' RIGHT-OF-WAY DEDICATION	0.11
NET PROJECT AREA	1.91
COMMON AREA - LOT A	0.05
OS/ PARK AREA - LOT B	0.30
ACCESS AND PUBLIC UTILITIES - LOT C	0.44
NET RESIDENTIAL AREA	0.78
DENSITY (11 DU/1.91 ACRES)	5.8 DU/AC

PARKING SUMMARY

REQUIRED PER PUD *: 39 SPACES (3.5 SP./UNIT)
(22) 2 SP./UNIT
(17) 1.5 GUEST SP. /UNIT
(1 SP. ALLOWED ON INDIVIDUAL LOT)

PROVIDED: 39 SPACES (3.5 SP./UNIT)
- GARAGE: 22 SPACES (2 SP./UNIT)
- GUEST: 17 SPACES (1 SP. ON DRIVEWAY)

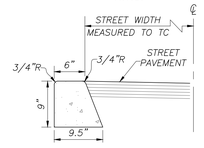
1. * PARKING STANDARDS IS BASED ON ZONING CODE TABLE 17.34.060 (A).



MODIFIED 6" CURB AND GUTTER DETAIL

STANDARD PLAN NO. 117 TYPE A

N.T.S.



0" CURB DETAIL

N.T.S.

NOTES:
1. ALL CURBS AND GUTTERS SHALL BE PORTLAND CEMENT CONCRETE CLAS 520-C-2500.
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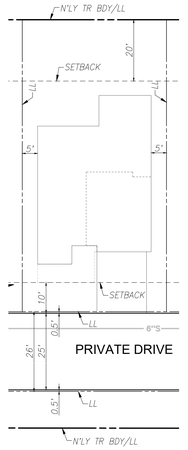
DETAILS



TYPICAL LOT DETAIL

NTS

NOTES

1. EXISTING GENERAL PLAN LAND USE DESIGNATION: LDR-LOW DENSITY RESIDENTIAL
2. PROPOSED GENERAL PLAN LAND USE DESIGNATION: LDR-LOW DENSITY RESIDENTIAL
3. EXISTING ZONING: R-1-10
4. PROPOSED ZONING: R-1-10/PUD
5. ASSESSOR PARCEL NUMBER: 379-301-05
6. UTILITY/SERVICE PROVIDERS:
   - GAS – SOUTHERN CALIFORNIA GAS COMPANY
   - ELECTRIC – SOUTHERN CALIFORNIA EDISON
   - CABLE TELEVISION/INTERNET – COX COMMUNICATION
   - PHONE – AT&T
   - WATER – CITY OF ORANGE
   - SEWER – CITY OF ORANGE
   - STORM DRAIN – PRIVATE SD (HOA)
   - TRASH – CR&R
   - FIRE – CITY OF ORANGE FIRE DEPARTMENT
   - POLICE – CITY OF ORANGE POLICE DEPARTMENT
7. THE PROPERTY IS LOCATED WITHIN ORANGE UNIFIED SCHOOL DISTRICT.
8. THE PROPOSED SITE DEVELOPMENT AREA IS LOCATED WITHIN ZONE X.
9. ALL PROPOSED IMPROVEMENTS SHALL COMPLY WITH CITY OF ORANGE STANDARD PLANS AND SPECIFICATIONS OR AS SPECIFIED ON THIS TENTATIVE MAP.
10. PROPOSED GRADING AND DRAINAGE SHALL COMPLY WITH GRADING AND EXCAVATION CODE OF THE CITY OF ORANGE MUNICIPAL CODE.
11. AREA CALCULATIONS ARE APPROXIMATE AND PRELIMINARY AND SUBJECT TO CHANGE IN FINAL DESIGN.
12. PROJECT IS A PROPOSED PLANNED UNIT DEVELOPMENT (PUD).
13. ALL BACKFLOW DEVICES WILL BE CITY APPROVED.

EASEMENT NOTES

Ⓐ INDICATES A PROPOSED EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICLE INGRESS AND EGRESS PURPOSES DEDICATED TO THE CITY OF ORANGE

Ⓑ INDICATES A PROPOSED EASEMENT FOR HOMEOWNERS ASSOCIATION COMMON AREA, INCLUDING ROADWAY, PEDESTRIAN ACCESS, LANDSCAPING MAINTENANCE, AND UTILITIES MAINTENANCE, DEDICATED TO THE CITY OF ORANGE

STATEMENT OF OWNERSHIP

I HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

DOUGLAS L. STALEY DATE 12/1/2025

20 10 0 20 40
GRAPHIC SCALE 1"=20'

NO.	DATE	REVISIONS	APPROVED

DRAWN BY: DP
DESIGNED BY: AO
CHECKED BY: AO

PREPARED FOR:
RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340
FAX: 949-382-7801

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
157 Technology Drive ▪ PLANNING ▪ ENGINEERING ▪ SURVEYING Irvine, CA 92618 ▪ (949) 583-1010

TENTATIVE TRACT NO. 19279
RANCHO RIDGE
647 N. RANCHO SANTIAGO BOULEVARD

TTM 0052-23

SHEET 1 OF 4
C-01

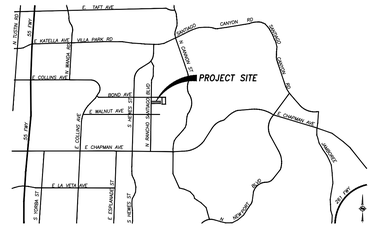
W.O.# 4511-1 TENTATIVE TRACT NO. 19279 – RANCHO RIDGE

PLOTTED BY: Gabriela M. Sayed DATE: Dec. 04, 2025 04:58:30 PM FILE: F:\1250\Engineering\TR_19279\TTM\TR19279_C-01-TTM.dwg

CONCEPTUAL UTILITY PLAN

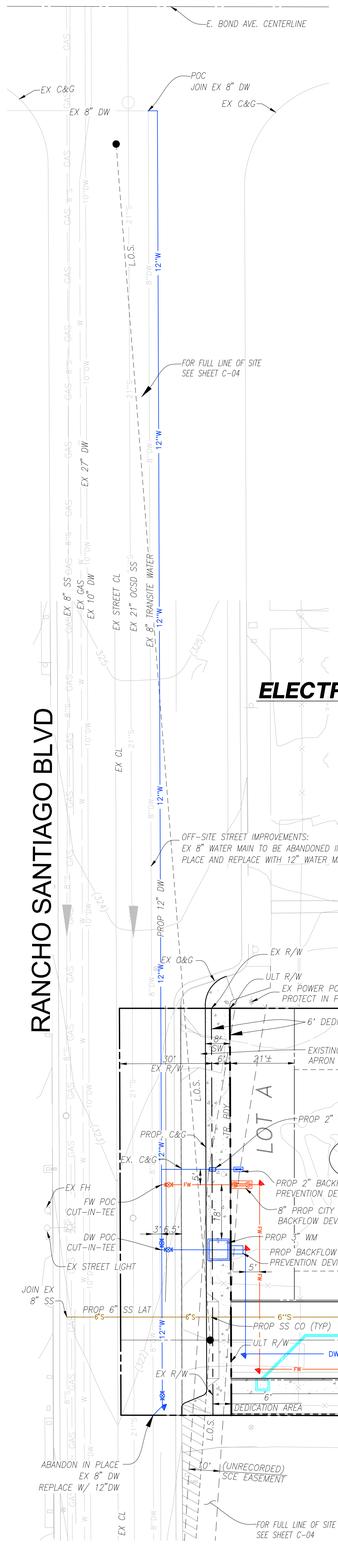
FOR SINGLE FAMILY DWELLING RESIDENTIAL UNITS

"RANCHO RIDGE"

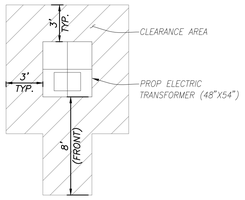


VICINITY MAP

N.T.S.

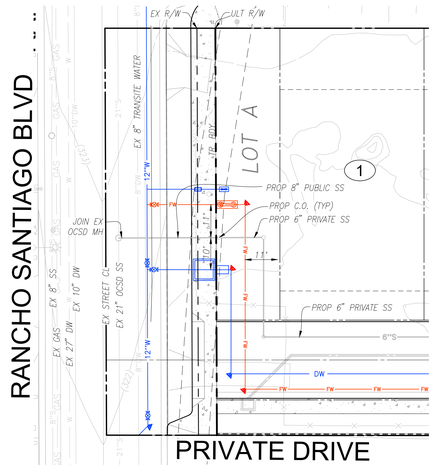


ELECTRIC TRANSFORMER DETAIL



ALTERNATE SEWER CONNECTION

SCALE: 1"=20'



LEGEND

1	LOT NUMBER
A A	SECTION FLAG
	EX STREET LIGHT
	EX FIRE HYDRANT
	EX POWER POLE
NAP	NOT A PART
	TOP OF SLOPE
	TOE OF SLOPE
	DAYLIGHT LINE
580	EXISTING CONTOUR
	LOT LINE
	TR BDY
	PROPOSED RIGHT OF WAY
	EXISTING RIGHT OF WAY
	PROPOSED CURB
	FIRE ACCESS TURNAROUND
	EXISTING STREET
	MODIFIED LINE OF SIGHT
	FLOW LINE
	EASEMENT
SD	PROPOSED STORM DRAIN
	PROPOSED WATER QUALITY
DW	PROPOSED DOMESTIC WATER
FW	PROPOSED FIRE WATER
S	PROPOSED SEWER
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION AND BLOWOFF
	PROPOSED CATCH BASIN
	PROPOSED DRYWELL
	PROPOSED SEWER MANHOLE
	PROPOSED SEWER CLEANOUT
	PROPOSED DOMESTIC WATER METER
	PROPOSED DOMESTIC WATER BACKFLOW
	PROPOSED DOMESTIC WATER BLOWOFF

ABBREVIATIONS

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BCR	BEGIN CURVE RETURN
BDY	BOUNDARY
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CB	CATCH BASIN
C&G	CURB & GUTTER
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INV.	INVERT OF DRAIN
LAT	LATERAL
LL	LOT LINE
NTS	NOT TO SCALE
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PCC	POINT OF COMPOUND CURVATURE
PKWY	PARKWAY
POC	POINT OF CONNECTION
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RG	ROUGH GRADE
R/W	RIGHT OF WAY
RW	RECYCLED WATER
SCE	SOUTHERN CALIFORNIA EDISON
SD	STORM DRAIN
SCGC	SOUTHERN CALIFORNIA GAS COMPANY
SS	SANITARY SEWER
STA	STATION
TC	TOP OF CURB
TR	TRACT
TYP	TYPICAL
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WM	WATER METER

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GRAPHIC SCALE 1"=20'

NO.	DATE	REVISIONS	APPROVED

DRAWN BY: DP
DESIGNED BY: AO
CHECKED BY: AO

PREPARED FOR:
RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340
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TENTATIVE TRACT NO. 19279
RANCHO RIDGE
647 N. RANCHO SANTIAGO BOULEVARD
CONCEPTUAL UTILITY PLAN
TTM 0052-23

SHEET 2 OF 4
C-02

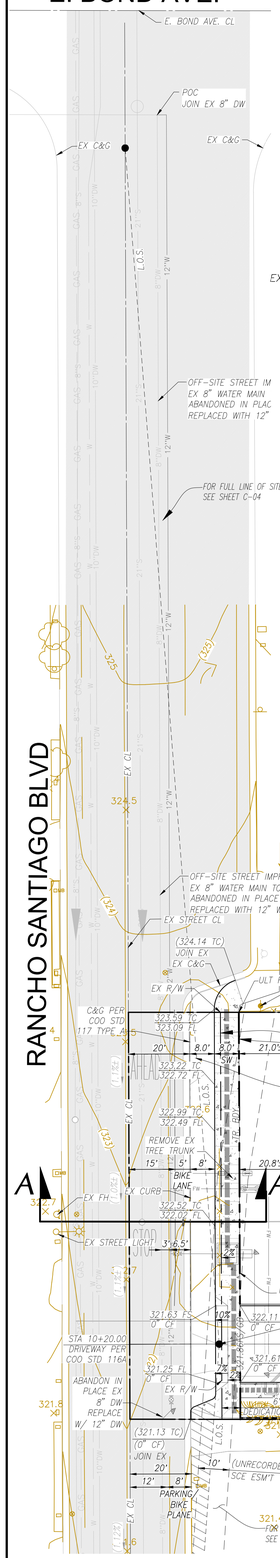
W.O.# 4511-1 TENTATIVE TRACT NO. 19279 – RANCHO RIDGE

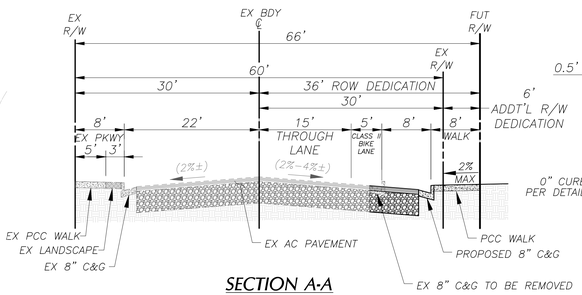
PLOTTED BY: Gabriela M. Sayed DATE: Dec. 04, 2025 04:58:32 PM FILE: F:\1250\Engineering\TR_19279\TTM\TR19279_C-02-Conceptual Utilities.DWG

PRELIMINARY GRADING PLAN

FOR SINGLE FAMILY DWELLING RESIDENTIAL UNITS

"RANCHO RIDGE"



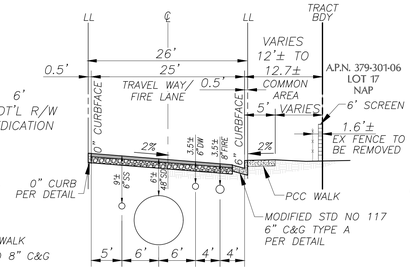


SECTION A-A

EX. & PROP. N. RANCHO SANTIAGO BLVD.

(PUBLIC)

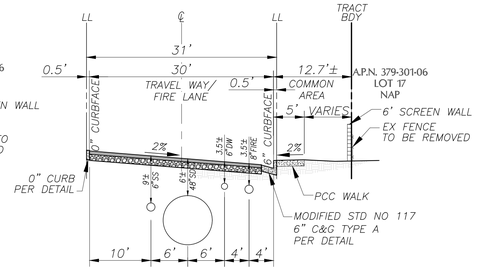
N.T.S.



SECTION B-B

PRIVATE DRIVE

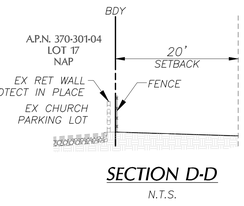
N.T.S.



SECTION C-C

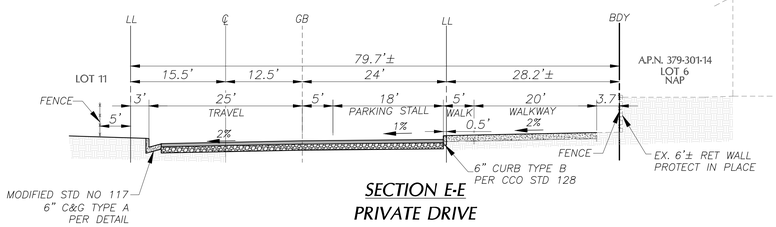
PRIVATE DRIVE

N.T.S.



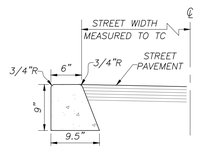
SECTION D-D

N.T.S.



SECTION E-E

PRIVATE DRIVE



0" CURB DETAIL

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MODIFIED 6" CURB AND GUTTER DETAIL

STANDARD PLAN NO. 117 TYPE A

N.T.S.

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AB	AGGREGATE BASE
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	EXISTING RIGHT-OF-WAY
	PROPOSED CURB
	FLOW LINE
	EASEMENT
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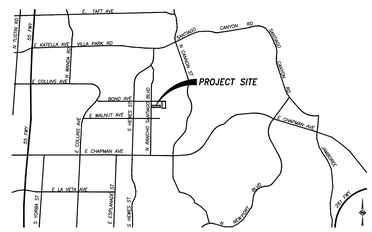

VICINITY MAP

N.T.S.

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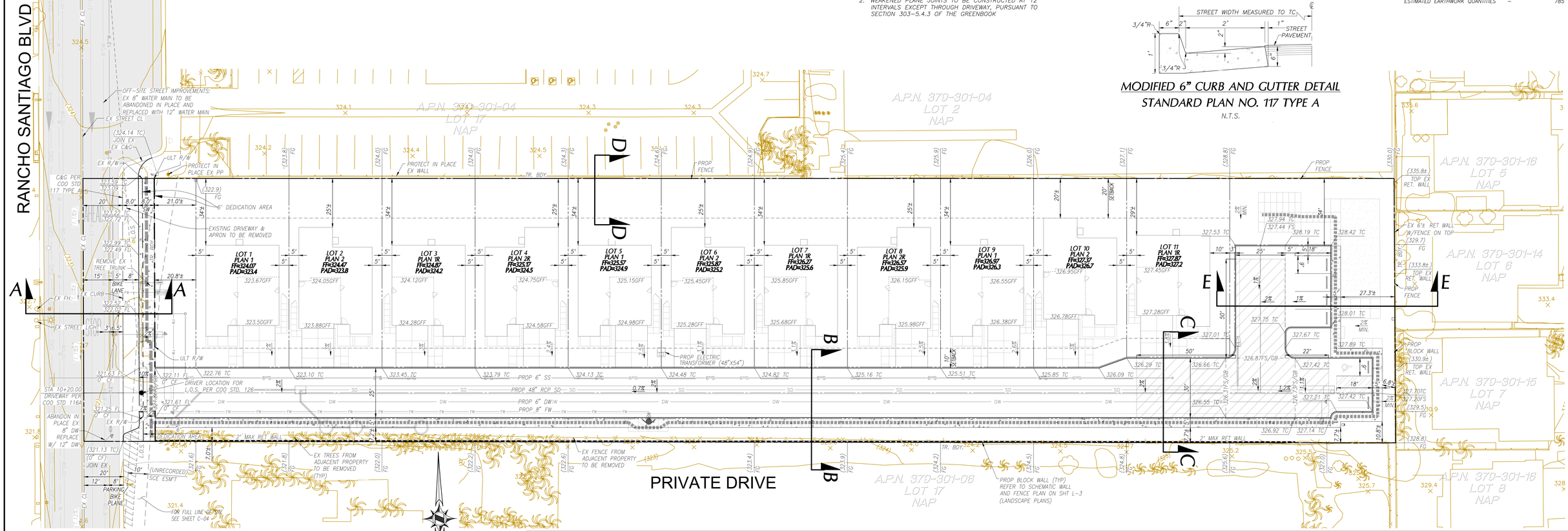
EARTHWORK

	CUT	FILL
RAW VOLUME	753 CYS	1,538 CYS
ESTIMATED EARTHWORK QUANTITIES	–	785 CYS



NO.	DATE	REVISIONS	APPROVED

DRAWN BY: DP
DESIGNED BY: AO
CHECKED BY: AO

PREPARED FOR:
RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340
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TENTATIVE TRACT NO. 19279
RANCHO RIDGE
647 N. RANCHO SANTIAGO BOULEVARD
PRELIMINARY GRADING PLAN
TTM 0052-23

SHEET 3 OF 4
C-03

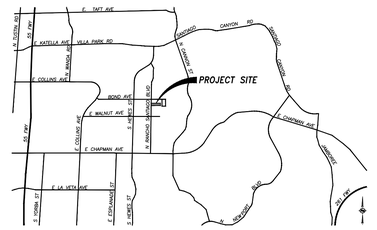
W.O.# 4511-1 TENTATIVE TRACT NO. 19279 – RANCHO RIDGE

PLOTTED BY: Gabriela M. Sayed DATE: Dec. 04, 2025 04:58:35 PM FILE: F:\1250\Engineering\TR_19279\TTM\TR19279_C-03-Preliminary Grading.DWG

CONCEPTUAL STRIPING AND SIGNAGE DETAIL

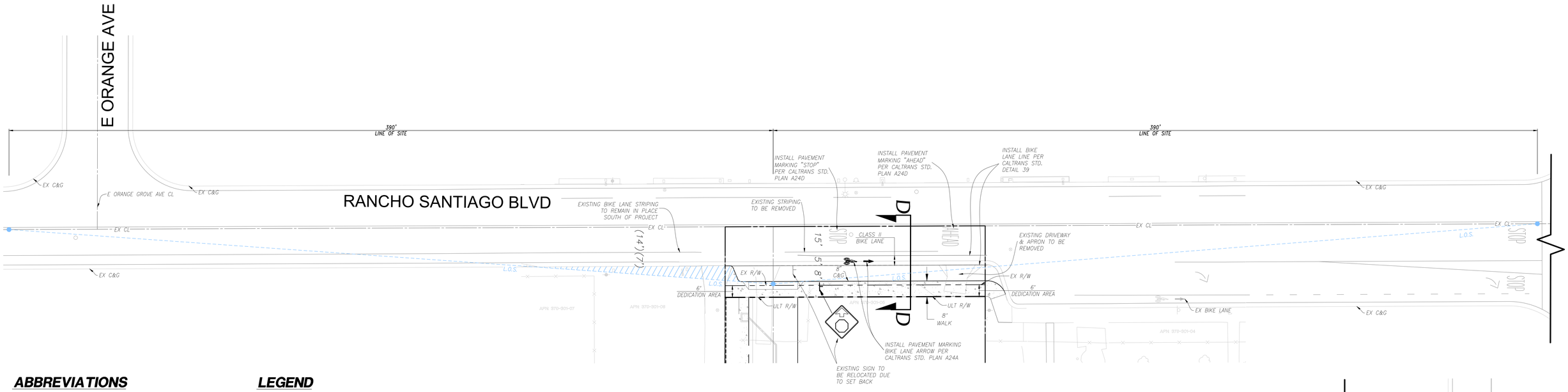
FOR SINGLE FAMILY DWELLING RESIDENTIAL UNITS

"RANCHO RIDGE"



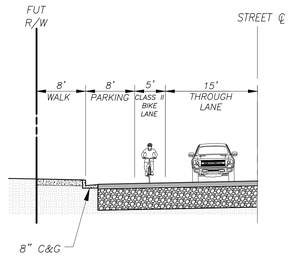
VICINITY MAP

N.T.S.



STRIPING AND SIGN DETAIL

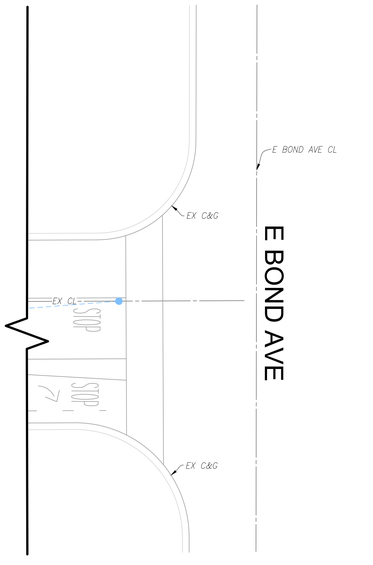
SCALE: 1"=20'



SECTION D-D

CLASS II BIKE LANE

N.T.S.

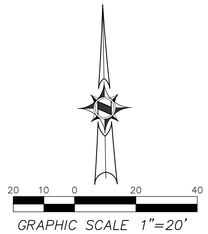


ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BC	BEGIN CURVE
BCR	BEGIN CURVE RETURN
BDY	BOUNDARY
BF	BACKFLOW
BO	BLOWOFF
BW	BACK OF WALK
CB	CATCH BASIN
C&G	CURB & GUTTER
℄	CENTERLINE
CMB	CRUSHED MISCELLANEOUS BASE
CO	CLEANOUT
COO	CITY OF ORANGE
DW	DOMESTIC WATER
DWY	DRIVEWAY
EC	END CURVE
ECR	END CURVE RETURN
EP	EDGE OF PAVEMENT
ESM'T	EASEMENT
EX	EXISTING
FF=	FINISH FLOOR ELEVATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE ELEV.
FS	FINISH SURFACE
FW	FIRE WATER
GB	GRADE BREAK
INV.	INVERT OF DRAIN
LAT	LATERAL
LL	LOT LINE
L.O.S.	LINE OF SIGHT
NTS	NOT TO SCALE
OCSD	ORANGE COUNTY SANITATION DISTRICT
P=	PAD ELEVATION
PCC	POINT OF COMPOUND CURVATURE
PKWY	PARKWAY
POC	POINT OF CONNECTION
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RG	ROUGH GRADE
R/W	RIGHT OF WAY
RW	RECYCLED WATER
SCE	SOUTHERN CALIFORNIA EDISON
SD	STORM DRAIN
SCGC	SOUTHERN CALIFORNIA GAS COMPANY
SS	SANITARY SEWER
STA	STATION
TC	TOP OF CURB
TR	TRACT
TYP	TYPICAL
ULT	ULTIMATE
WM	WATER METER

LEGEND

1	LOT NUMBER
A A	SECTION FLAG
	EX STREET LIGHT
	EX FIRE HYDRANT
	EX POWER POLE
	LOT LINE
	TR BDY
	PROPOSED RIGHT OF WAY
	EXISTING RIGHT OF WAY
	PROPOSED CURB
	MODIFIED LINE OF SIGHT



GRAPHIC SCALE 1"=20'

NO.	DATE	REVISIONS	APPROVED

DRAWN BY:	DP
DESIGNED BY:	AO
CHECKED BY:	AO

PREPARED FOR:

RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340
FAX: 949-382-7801

PREPARED BY:

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
157 Technology Drive ▪ Irvine, CA 92618 ▪ (949) 583-1010

TENTATIVE TRACT NO. 19279
RANCHO RIDGE
647 N. RANCHO SANTIAGO BOULEVARD
CONCEPTUAL STRIPING AND SIGNAGE DETAIL
TTM 0052-23

SHEET 4 OF 4

C-04

W.O.# 4511-1 TENTATIVE TRACT NO. 19279 – RANCHO RIDGE

PLOTTED BY: Gabriela M. Sayed DATE: Dec. 04, 2025 04:58:38 PM FILE: F:\1250\Engineering\TR_19279\TTM\TR19279_C-04-Conceptual Striping.DWG

ORANGE CITY FIRE DEPARTMENT NOTES

INSPECTION REQUIREMENTS

1. OFD site inspections are required for this project. Please schedule all field inspections at least 48 hours in advance. Call the Fire Prevention office at (714) 288-2541 for Inspection Scheduling.
2. A lumber drop inspection shall be performed prior to delivery to the site. All-weather access roads capable of supporting 68,000 lbs., topped with asphalt, concrete, or equivalent shall be in place and hydrants operational at time of lumber drop inspection.
3. For projects with fuel modification, a vegetation clearance inspection is required prior to a lumber drop inspection. To schedule an appointment, call the Fire Prevention office at (714) 288-2541.
4. Phased installation of fire access roads requires additional inspections.
5. An original approved, signed, wet-stamped OFD fire master plan shall be available on-site.
6. Access roads and hydrants shall be maintained and remain clear of obstructions at all times.
7. Areas where parking is not permitted shall be clearly identified.
8. Obstruction of fire lanes and hydrants may result in cancellation or suspension of inspections and a notice of correction or citation will be issued.
9. Temporary fuel tanks of 60 or more gallons shall be reviewed, inspected, and permitted by the OFD prior to installation and use.
10. The project address shall be clearly posted and visible from the public road during.
11. All gates which are required for fire department access shall be equipped with either a Knox or fire department padlock.
12. Buildings of four or more stories shall be provided with stairs and a standpipe before reaching 40 feet in height.

GENERAL REQUIREMENTS

13. Fire Lane widths shall be measured from top face of the curb to top face of the curb for fire lanes with standard curbs and gutters and from flowline to flowline for fire lanes with modified curb designs (e.g., rolled, ramped, etc). The developer is responsible to verify that all approved public works or grading department street improvement plans or precise grading plans conform to the minimum street width measurements per the approved OFD Fire Master Plan.
14. Permanent, temporary, and phased emergency access roads shall be designed and maintained to support an imposed load of 68,000 lbs. and surfaced to provide all-weather driving capabilities.

GENERAL REQUIREMENTS

15. Additional fire lane markings may be required at the time of inspection depending on field conditions.
16. Address numbers shall be located and be of a color and sized to be plainly visible and legible from the roadway.
17. Access gates shall be approved prior to installation and shall follow Chapter 5 of the CFC.
18. Approved access walkways shall be provided to all required openings and all rescue windows.
19. Vegetation shall be selected and maintained in such a manner as to allow immediate access to all hydrants, valves, fire department connections, pull stations, extinguishers, sprinkler risers, alarm control panels, rescue windows, and other devices or areas used for firefighting purposes. Vegetation or building features shall not obstruct address numbers or inhibit the functioning of alarm bells, horns, or strobes.
20. Dumpsters and trash containers larger than 1.5 cubic yards shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eave lines unless protected by an approved sprinkler system.
21. Any future modification to the approved Fire Master Plan or approved site plan, including but not limited to road width, grade, speed humps, turning radii, gates, or other obstructions, shall require review, inspection, and approval by the OFD.
22. Approval of this plan shall not be construed as approval of any information or project conditions other than those items and requirements identified in related portions of the 2022 CFC and CBC and Orange Municipal Code. This project may be subject to additional requirements not stated herein upon examination of actual site and project conditions or disclosure of additional information.

PROJECT-SPECIFIC REQUIREMENTS

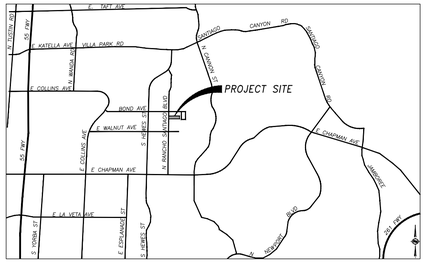
23. An underground piping plan is required for the installation of an automatic fire sprinkler system or for a private fire hydrant system. A separate plan submittal is required.
24. A chemical classification and hazardous materials compliance plan shall be approved by the OFD prior to any hazardous materials being stored or used on site. A separate plan submittal is required.

Fire Master Plan Submittal Checklist

PROJECT INFORMATION		
Scope of project is clearly defined on the plan?	☒ Yes	
Tract/Tentative Tract/Parcel Map Number has been provided?	☒ Yes	
Standard OFD fire master plan notes are included?	☒ Yes	(Notes are tailored to this project, where applicable)
Building area, construction, occupancy, sprinklers noted on plan?	☒ Yes	
Allowable area calculation provided on plan?	☐ Yes	☐ N/A (Building less than 3,000 sq. ft.)
AM&M request letter scanned onto plan?	☐ Yes	☒ N/A (No alternate methods proposed)
Sheets not relevant to fire master plan removed from plan set?	☒ Yes	
Access/hydrant phasing plan provided?	☐ Yes	☐ N/A (No phasing of access/hydrant installation)
Operations incident planning CD/electronic file provided?	☐ Yes	☒ No (Will provide prior to plan approval)
WATER AND HYDRANTS		
Water availability form completed and provided?	☒ Yes	☐ No (In process; or no change in demand)
All hydrants within 400' of the site are shown on plan?	☒ Yes	
Are hydrants provided/spaced per CFC Appendix C?	☒ Yes	
ACCESS AND ROADWAYS		
Extent of the access roadway is clearly shown on the plan?	☒ Yes	
Turning radii and width (incl. road sections) shown on the plan?	☒ Yes	
Exterior of all structures within 150' hose pull distance?	☒ Yes	☐ N/A (AM&M proposed)
Engineer's certification provided for new paving?	☒ Yes	☐ N/A (No new paving)
Walkable surface provided to required openings?	☒ Yes	
Road and walkway grades >12% shown on plan?	☐ Yes	☒ N/A
FIRE LANE IDENTIFICATION		
Red curbs are identified with bold or dashed lines?	☒ Yes	☐ N/A (Signs provided)
Location of each "Fire Lane—No Parking" sign shown?	☐ Yes	☒ N/A (Red curbs provided)
Fire lane entrance sign provided at each vehicle entrance?	☒ Yes	
Detail drawings of red curbs/"No Parking"/entrance signs shown?	☒ Yes	
GATES AND OBSTRUCTIONS		
Are all gates, fences, and planters shown?	☒ Yes	
Are vehicle gates identified as manual or electric?	☐ Yes	☒ N/A (No gates)
Manual vehicle gates have "No Parking" sign noted?	☐ Yes	☒ N/A (No manual gates)
Knox boxes/locks/switches are noted on plans?	☒ Yes	☐ N/A (No gates)
OFD gate notes/specifications included on plan?	☒ Yes	☐ N/A (No gates)
OTHER REQUIREMENTS		
Premises ID/address monument location shown on plan?	☐ Yes	☒ N/A (Single family homes)
Trash enclosures are located at least 5' from buildings?	☐ Yes	☒ N/A
Two entry points provided for 29 or more residences?	☐ Yes	☒ N/A (11 dwelling units)
Buildings >75' to highest occupiable floor called out?	☐ Yes	☒ N/A (No high-rise structures)
Parking enforcement letter provided?	☒ Yes	☐ N/A (Public streets only)

NOTE: This is only a listing of basic Fire Master Plan submittal requirements. Other information or requirements may be necessary depending on conditions specific to each project.

***APPLICANT NOTE:** Form Responses modified by Applicant highlighted in yellow.*



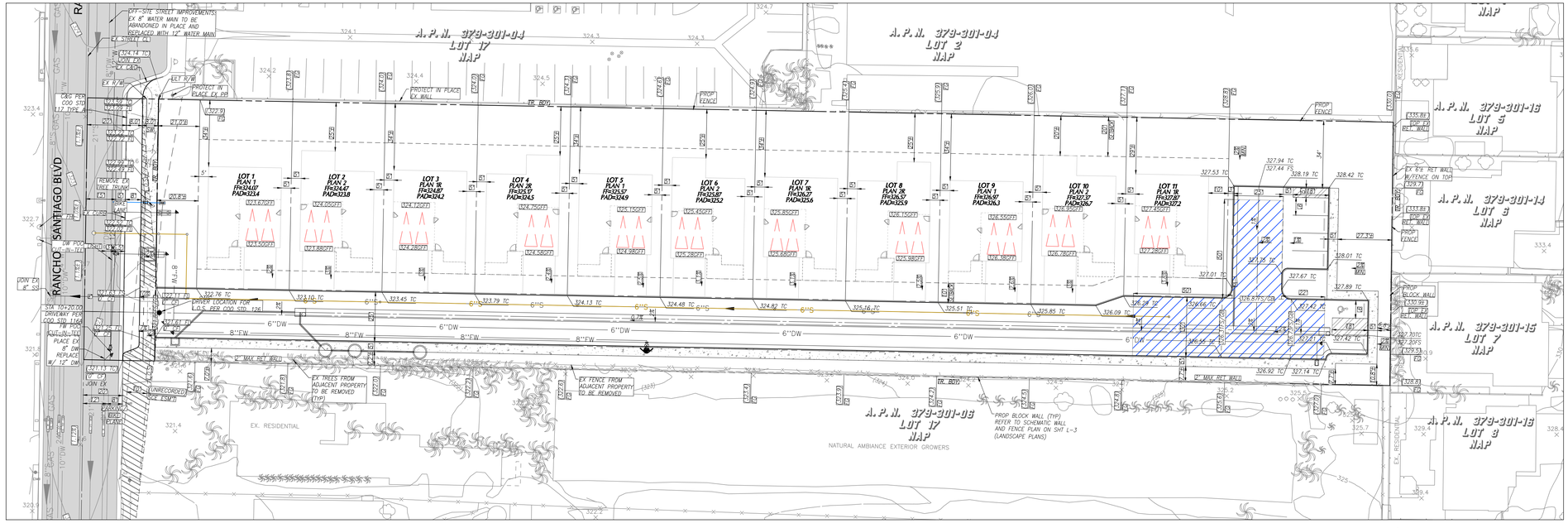
VICINITY MAP

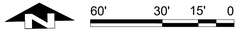
GENERAL NOTES

1. EXISTING GENERAL PLAN LAND USE DESIGNATION: LDR-LOW DENSITY RESIDENTIAL
2. PROPOSED GENERAL PLAN LAND USE DESIGNATION: LDR-LOW DENSITY RESIDENTIAL
3. EXISTING ZONING: R-1-10
4. PROPOSED ZONING: R-1-6/PUD
5. ASSESSOR PARCEL NUMBER: 379-301-05
6. UTILITY/SERVICE PROVIDERS:
   - GAS - SOUTHERN CALIFORNIA GAS COMPANY
   - ELECTRIC - SOUTHERN CALIFORNIA EDISON
   - CABLE TELEVISION/INTERNET - COX COMMUNICATION
   - PHONE - AT&T
   - WATER - CITY OF ORANGE
   - SEWER - CITY OF ORANGE
   - STORM DRAIN - PRIVATE SD (HOA)
   - TRASH - C&R
   - FIRE - CITY OF ORANGE FIRE DEPARTMENT
   - POLICE - CITY OF ORANGE POLICE DEPARTMENT
7. ALL PROPOSED IMPROVEMENTS SHALL COMPLY WITH CITY OF ORANGE STANDARD PLANS AND SPECIFICATIONS OR AS SPECIFIED ON THIS TENTATIVE MAP.
8. PROPOSED GRADING AND DRAINAGE SHALL COMPLY WITH GRADING AND EXCAVATION CODE OF THE CITY OF ORANGE MUNICIPAL CODE.
9. AREA CALCULATIONS ARE APPROXIMATE AND PRELIMINARY AND SUBJECT TO CHANGE IN FINAL DESIGN.
10. PROJECT IS A PROPOSED PLANNED UNIT DEVELOPMENT (PUD).

PLAN SHEET SET

SHT NO.	DESCRIPTION
FMP-1	TITLE SHEET-SITE OVERVIEW, FIRE CHECK LIST, AND FIRE DEPARTMENT NOTES
FMP-2	FIRE ACCESS SITE PLAN
FMP-3	FIRE LANE SIGNAGE AND ACCESS
FMP-4	REQUIRED LETTERS





NOTE:

AFTER THE RECENT CAL FIRE – OFFICE OF THE STATE FIRE MARSHAL (OSFM) UPDATES TO THE LOCAL RESPONSIBILITY AREA (LRA) FIRE HAZARD SEVERITY ZONE MAPS, THE RANCHO RIDGE PROJECT IS NOW DESIGNATED AS BEING IN A LRA – VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) AS DESIGNATED BY CAL FIRE – OSFM. COMPLIANCE WITH CHAPTER 7A/WUI CODE WILL BE REQUIRED.

PREPARED FOR:
RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340

PREPARED WITH:
WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.
Contacts: Nick Manea
nickm@whainc.com

PREPARED WITH:
HUNSAKER & ASSOCIATES IRVINE, INC.
Contact: Robert Glessner
RGlessner@hunsaker.com

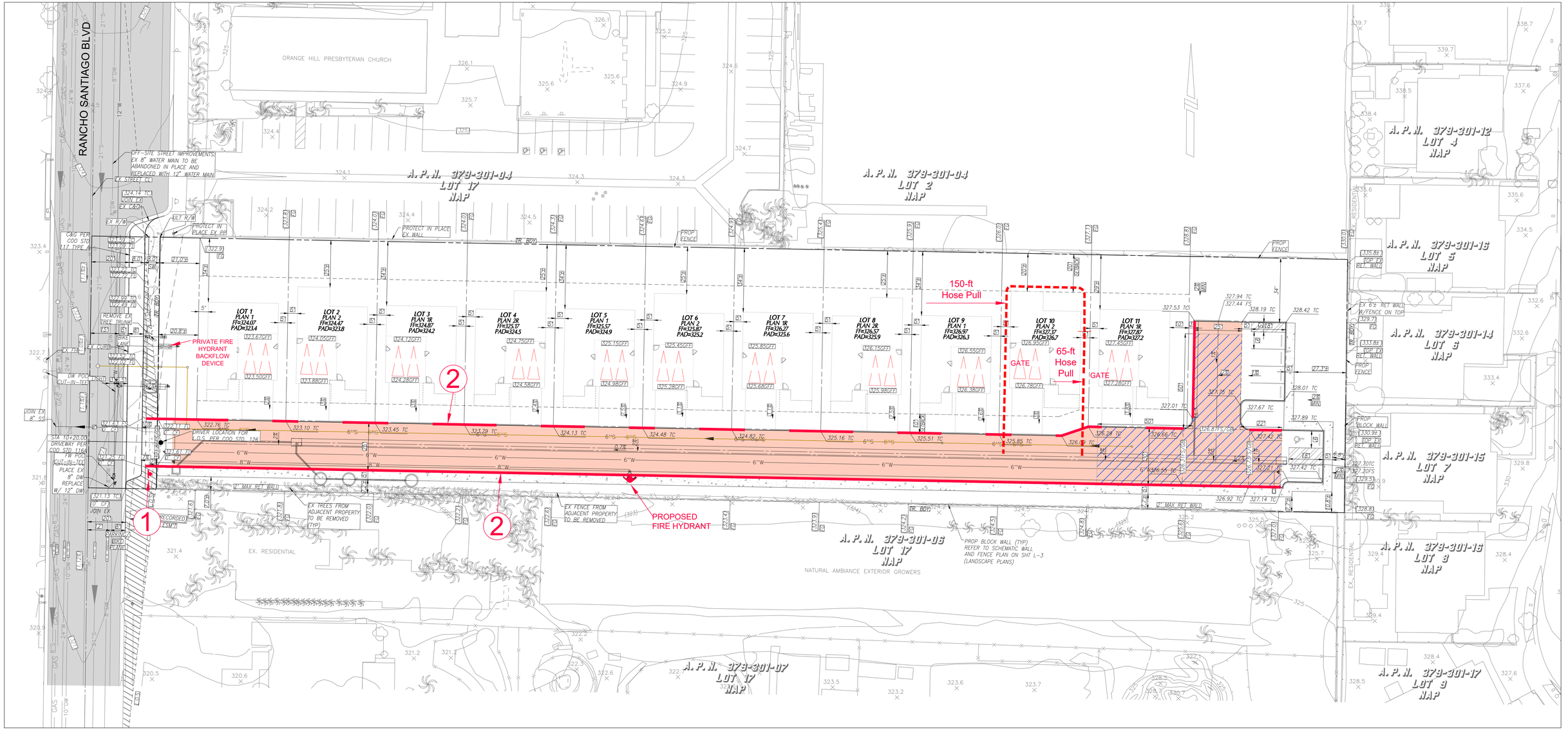
PREPARED BY:
DUDEK
605 THIRD STREET
ENCINITAS, CA 92024
Contact: Kase Arkeder
karkeder@dudek.com

FIRE MASTER PLAN FOR RANCHO RIDGE
Title Sheet - Site Overview

647 N Rancho Santiago Blvd
Orange, CA

SHEET
FMP-1

Job No. 15761
Date 4-02-2025



48' 24' 12' 0

LEGEND

- FIRE LANE ACCESS - NO PARKING
- FIRE ACCESS TURNAROUND
- EXISTING ROAD
- PROPOSED ONSITE FIRE HYDRANT
- FIRE LANE ENTRANCE SIGN
- RED CURB FIRE LANE IDENTIFICATION
- HOSE PULL

FIRE MASTER PLAN NOTES

1. INSTALL "FIRE LANE ENTRANCE SIGN" PER DETAIL ON SHEET 3
2. FIRE LANE--RED CURB PER DETAIL ON SHEET 3

ALL HOUSES WILL HAVE SIDE YARD GATES INSTALLED ON BOTH SIDES OF HOUSE.

BUILDING INFO

BUILDING HEIGHT: 27 FEET

OCCUPANCY TYPE: R3

CONSTRUCTION TYPE: VB

SPRINKLER TYPE: NFPA 13D

NOTE:

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11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340

PREPARED WITH:
WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.
Contacts: Nick Manea
nickm@whainc.com

HUNSAKER & ASSOCIATES IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING
Contact: Robert Glessner
RGlessner@hunsaker.com

PREPARED BY:
DUDEK
605 THIRD STREET
ENCINITAS, CA 92024
Contact: Kase Arkeder
karkeder@dudek.com

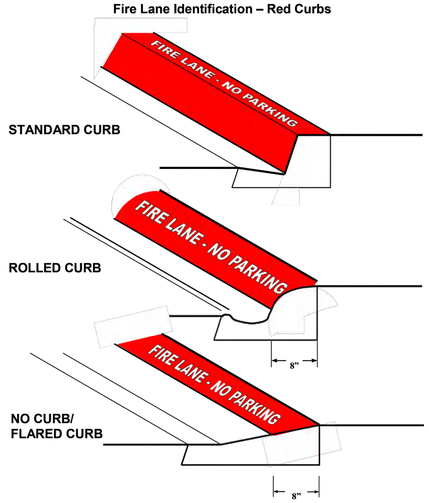
FIRE MASTER PLAN FOR RANCHO RIDGE
Fire Access Site Plan
647 N Rancho Santiago Blvd
Orange, CA

SHEET
FMP-2
Job No. 15761
Date 4-02-2025

PLOTTED BY: Paul Caligiuri DATE: Jul. 02, 2025 08:05:45 AM FILE: \\dudek.int\data\GISData\Projects\j1576100\MAPDOC\DOCUMENT\FMP\FMP APR2025 SUBMITTAL\Fire Master Plan FMP-02.dwg

ATTACHMENT 9

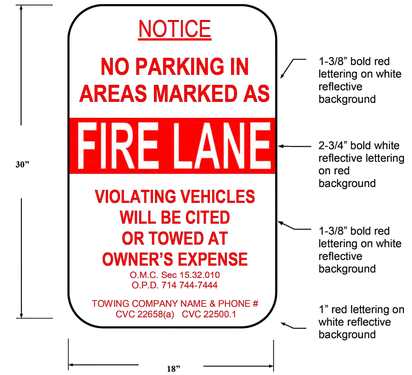
Fire Lane Identification – Red Curbs



1. Fire Lane entrance sign(s) shall also be provided per Attachment 10 or 11.
2. Curbs shall be painted OSHA safety red.
3. "FIRE LANE – NO PARKING" shall be painted on top of curb in 3" white lettering at a spacing of 30' on center or portion thereof.

ATTACHMENT 10

Specifications for
Fire Lane Entrance Signs
To be used only at *vehicle entry points*
to areas that contain "Fire Lane—No Parking" signs or red curbs



All sign and lettering dimensions shown are minimums. "Arial Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

This sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per Attachments 13 and 14.

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

ATTACHMENT 11

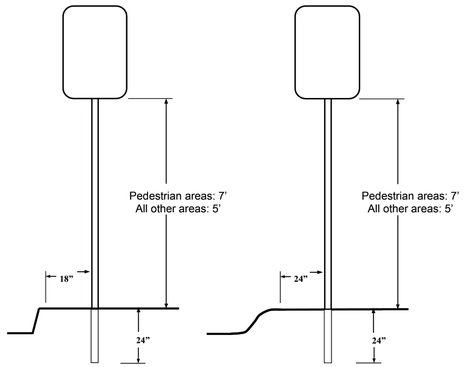
Specifications for
Alternate Location of
Towing Company Information

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

To facilitate periodic changes in towing company contracts, the towing company contact information may be posted on a separate sign mounted directly below the fire lane entrance sign instead of on the entrance sign itself. The method of attachment to the post shall not obscure the wording on either sign.

ATTACHMENT 14

Mounting Specifications for
Fire Lane Entrance and No Parking Signs

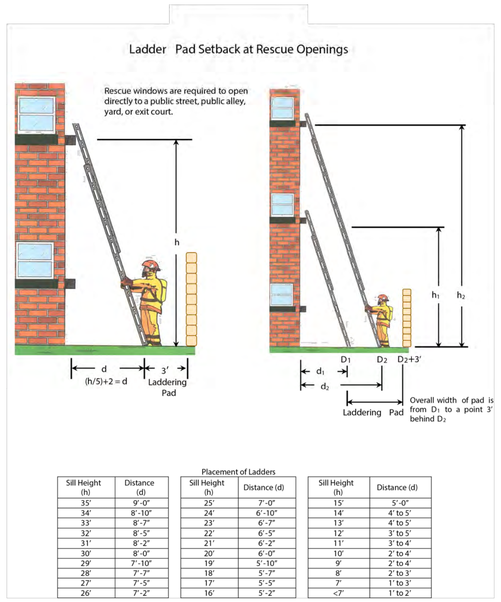


STANDARD CURB **ROLLED CURB**

Signs shall be mounted facing the direction of vehicular travel.

Signs may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway.

Depth of bury shall be a *minimum* of 24" and rebar, a concrete footing, or another method to prevent removal of the sign is recommended. Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.



Placement of Ladders

Sill Height (h)	Distance (d)
35'	9'-0"
34'	8'-10"
33'	8'-7"
32'	8'-5"
31'	8'-2"
30'	8'-0"
29'	7'-10"
28'	7'-7"
27'	7'-5"
26'	7'-2"

Sill Height (h)	Distance (d)
25'	7'-0"
24'	6'-10"
23'	6'-7"
22'	6'-5"
21'	6'-2"
20'	6'-0"
19'	5'-10"
18'	5'-7"
17'	5'-5"
16'	5'-2"

Sill Height (h)	Distance (d)
15'	5'-0"
14'	4' to 5'
13'	4' to 5'
12'	3' to 5'
11'	3' to 4'
10'	2' to 4'
9'	2' to 4'
8'	2' to 3'
7'	1' to 3'
<7'	1' to 2'

NOTE:

AFTER THE RECENT CAL FIRE – OFFICE OF THE STATE FIRE MARSHAL (OSFM) UPDATES TO THE LOCAL RESPONSIBILITY AREA (LRA) FIRE HAZARD SEVERITY ZONE MAPS, THE RANCHO RIDGE PROJECT IS NOW DESIGNATED AS BEING IN A LRA – VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) AS DESIGNATED BY CAL FIRE – OSFM. COMPLIANCE WITH CHAPTER 7A/WUI CODE WILL BE REQUIRED.

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RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340

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Contact: Robert Glessner
RGlessner@hunsaker.com

PREPARED BY:
DUDEK
605 THIRD STREET
ENCINITAS, CA 92024
Contact: Kase Arkeder
karkeder@dudek.com

FIRE MASTER PLAN FOR RANCHO RIDGE
Fire Lane Signage and Access

647 N Rancho Santiago Blvd
Orange, CA

SHEET
FMP-3

Job No. 15761
Date 4-02-2025

FIRE APPARATUS ACCESS RD CERTIFICATION

June 7, 2024
J.N.: 3090.01

Ms. Maile Green
Rancho Ridge, LLC
11625 Wander Lane
Dallas, Texas 75230

Subject: **Pavement Suitability for Fire Equipment Access, Proposed Residential Development, 647 North Rancho Santiago Boulevard, Orange, California**

Reference: *Preliminary Geotechnical Investigation, Proposed Residential Development, 647 North Rancho Santiago Boulevard, Orange, California*, prepared by Albus & Associates, Inc., dated August 9, 2022 (J.N. 3090.00)

Dear Ms. Green,

We have prepared this correspondence to comment on the future pavement areas and their capacity to support emergency vehicle loads at the subject site. We understand that certain paved areas may be used by the Orange Fire Department (OFD) for emergency vehicle access, and that OFD emergency vehicle loads may be as much as 68,000 pounds.

Preliminary structural sections have been provided in our referenced report. Final pavement section design recommendations will be provided prior to pavement construction based on testing of soils exposed after grading. These recommendations will be developed using the City of Orange Standard Plans and Specifications Design Manual. The final pavement section design recommendations by this firm will be geotechnically suitable to accommodate the OFD emergency vehicle load of 68,000 pounds under all weather conditions.

We appreciate this opportunity to be of service to you. If you should have any questions regarding the contents of this correspondence, please do not hesitate to call.

Sincerely,

ALBUS & ASSOCIATES, INC.

David E. Albus
Principal Engineer
GE 2455

REGISTERED PROFESSIONAL ENGINEER DAVID E. ALBUS No. 2455 Exp. 12/31/24 CIVIL STATE OF CALIFORNIA

1011 N. Armando Street, Anaheim, CA 92806-2606 (714) 630-1626

Fire Master Plans for Commercial & Residential Development

Parking Enforcement Letter

May 10, 2024

Fire Prevention Bureau
Orange City Fire Department
1176 E. Chapman Ave.
Orange, CA 92866

Re: Rancho Ridge, LLC - 647 N. Rancho Santiago Blvd, Orange CA
Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within Tentative Tract No. 19279, located at 647 N. Rancho Santiago Blvd, Orange, CA, shall be maintained and in no event shall parking be permitted along any portion of a street or driveway that requires fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

Rancho Ridge Homeowners Association shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.

In furtherance thereof, Rancho Ridge Homeowners Association, through its officers, committees, and agents, will establish the "parking" and "no parking" areas within the property in accordance with Section 22658.2 of the California Vehicle Code and OMC 15.32.010. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines, and towing vehicles in violation.

Rancho Ridge Homeowners Association will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

RANCHO RIDGE, LLC

Keith Mitchell, Manager

SoCal Flow Testing
3741 Rose Dr, Yorba Linda, CA 92886
714-261-5716
email: info@socalflowtest.com

Hydrant Flow Test Report

Project				Test date	12/13/22
Address	647 N Rancho Santiago Blvd			Test time	10:30
City	Orange	State	CA	File no.	

Test hydrant location: 1st hydrant south of Bond Ave on east side of Rancho Santiago Blvd
Hydr # H-L13-2235 Elev (ft +/-) Grade

Flow hydrant location: Northeast corner of Bond Ave & Hidden Tr
Hydr # H-L13-3107 Elev (ft +/-) Grade

Static Pressure 70 PSI Report Date 12/13/22

Outlet	C-value	Diam	Pitot		Volume	
A	0.9	2.0	0	PSI	0	GPM
B	0.9	2.5	33	PSI	964	GPM
C	0.9	3.0	0	PSI	0	GPM
D	0.83	4.0	0	PSI	0	GPM

Residual Pressure 67 PSI at an observed volume of 964 GPM

Projected Pressure 20 PSI calculates to a volume of 4404 GPM

Although the results are accurate for the date and time given, they may not accurately reflect higher or lower readings which vary due to seasonal conditions and time of day.

Per NFPA 24-10, Table C.4.10.1(a), note 1, $Q=29.84 \times c(d)^2 (p)^{0.5}$
Per NFPA 24-10, Paragraph C.4.10.1.2, $Q_r = Q_t \times (h_r/h_t)^{0.54}$

Test by: Hildebrandt

Witness George Jediny
Fire Safety Specialist
City of Orange Fire Dept

Client Robert Glessner
Hunsaker & Associates

cc: gjediny@cityoforange.org
rglessner@hunsaker.com
koconnor@hunsaker.com

Symbols
T = Test hydrant
F = Flow hydrant
North

California Fire Code Appendix B Minimum Required Fire Flow

TABLE B105.1(1)
REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE-FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
0–3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0–3,600	Section 903.3.1.3 of the *California Fire Code* or Section 313.3 of the *California Residential Code*	500	½
3,601 and greater	Section 903.3.1.3 of the *California Fire Code* or Section 313.3 of the *California Residential Code*	½ value in Table B105.1(2)	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m

NOTE:
AFTER THE RECENT CAL FIRE – OFFICE OF THE STATE FIRE MARSHAL (OSFM) UPDATES TO THE LOCAL RESPONSIBILITY AREA (LRA) FIRE HAZARD SEVERITY ZONE MAPS, THE RANCHO RIDGE PROJECT IS NOW DESIGNATED AS BEING IN A LRA – VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) AS DESIGNATED BY CAL FIRE – OSFM. COMPLIANCE WITH CHAPTER 7A/WUI CODE WILL BE REQUIRED.

PREPARED FOR:
RANCHO RIDGE LLC
11625 WANDER LANE
DALLAS, TX 75230
TEL: 949-508-0340

PREPARED WITH:
WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.
Contacts: Nick Manea
nickm@whainc.com

PREPARED WITH:
HUNSAKER & ASSOCIATES IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759
Contact: Robert Glessner
RGlessner@hunsaker.com

PREPARED BY:
DUDEK
605 THIRD STREET
ENCINITAS, CA 92024
Contact: Kase Arkeder
karkeder@dudek.com

FIRE MASTER PLAN FOR RANCHO RIDGE
Required Letters
647 N Rancho Santiago Blvd
Orange, CA

SHEET
FMP-4

Job No. 15761
Date 4-02-2025

Zoning Summary

Assessor Parcel Number (APN): 379-301-05

Existing General Plan: LDR - Low Density Residential
Proposed General Plan: LDR - Low Density Residential

Existing Zoning: R-1-10
Proposed Zoning: R-1-10/PUD

Minimum Lot Area: 10,000 SF
Building Setbacks: Front Yard (Garage): 20'
Interior Side Yard: 5'
Street Side Yard: 10'
Rear Yard: 20'

Max. Building Height: 32' and 2 Stories

Max. FAR: Lot <10,000 SF, Max FAR 0.60
Lot <40,000 SF, Max FAR 0.40

Minimum Usable Open Space: 1,000 SF / Unit

Lot Coverage and FAR Calculation

Lot Num	Lot Area (SF)	Building Footprint (SF)	Building Floor Area (SF)	Lot Coverage	FAR	Max. FAR	Allowable Floor Area *
1	4,473	1,560	3,113	0.35	0.70	0.60	2,683.80
2	4,473	1,702	3,678	0.38	0.82	0.60	2,683.80
3	4,473	1,560	3,113	0.35	0.70	0.60	2,683.80
4	4,473	1,702	3,678	0.38	0.82	0.60	2,683.80
5	4,473	1,560	3,113	0.35	0.70	0.60	2,683.80
6	4,473	1,702	3,678	0.38	0.82	0.60	2,683.80
7	4,473	1,560	3,113	0.35	0.70	0.60	2,683.80
8	4,473	1,702	3,678	0.38	0.82	0.60	2,683.80
9	4,473	1,560	3,113	0.35	0.70	0.60	2,683.80
10	4,438	1,702	3,678	0.38	0.83	0.60	2,662.80
11	4,689	1,560	3,113	0.33	0.66	0.60	2,813.40
Lot 1-11 Subtotal	49,384	17,870	37,068	0.36	0.75		
Lot A	1,985						
Lot B	12,919						
Lot C	19,039						
TOTAL	83,332	17,870	37,068	0.21	0.44	0.40	33,332.80

Note: Allowable Floor Area is calculated by multiplying the lot area by the maximum FAR.

Project Summary

Total Site Area: ± 1.93 Acres (± 84,130 SF) Ex. ROW
± 1.91 Acres (± 83,331 SF) Ultimate ROW

Total Units: 11 Homes
- (6) Plan 1: ± 2,419 SF (Sellable), 3 Bedroom, 3 Bath
- (5) Plan 2: ± 2,724 SF (Sellable), 3 Bedroom w/loft, 3 Bath

Density: 5.8 Homes per Acre (11 Units / 1.91 Acre)

Parking:
Required per PUD *: 39 Spaces (3.5 Sp./Unit)
(22) 2 Sp./Unit
(17) 1.5 Guest Sp. /Unit
(1 sp. allowed on individual lot)
Provided: 39 Spaces (3.5 Sp./Unit)
- Garage: 22 Spaces (2 Sp./Unit)
- Guest: 17 Spaces (1 sp. on driveway)

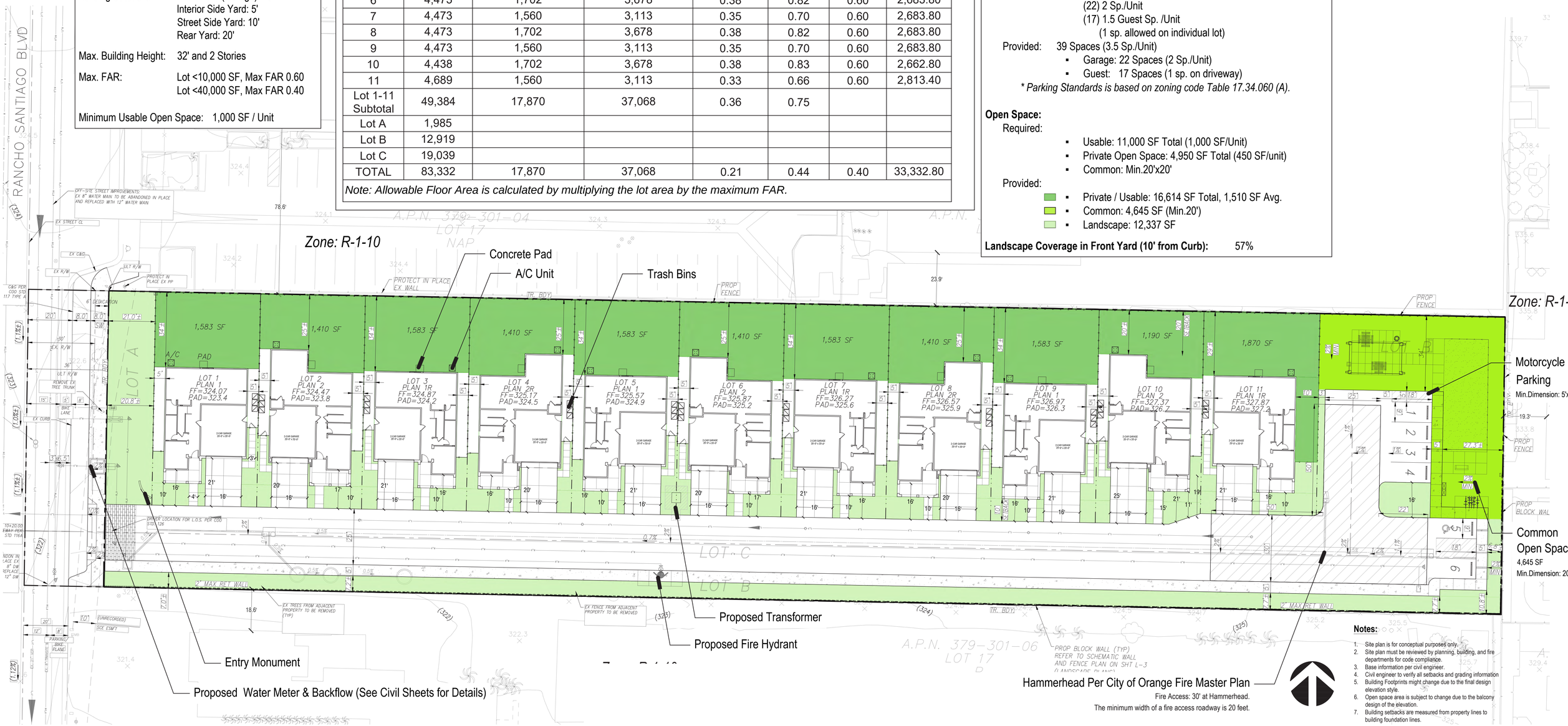
** Parking Standards is based on zoning code Table 17.34.060 (A).*

Open Space:
Required:
- Usable: 11,000 SF Total (1,000 SF/Unit)
- Private Open Space: 4,950 SF Total (450 SF/unit)
- Common: Min.20'x20'

Provided:
- Private / Usable: 16,614 SF Total, 1,510 SF Avg.
- Common: 4,645 SF (Min.20')
- Landscape: 12,337 SF

Landscape Coverage in Front Yard (10' from Curb): 57%

Occupancy Group:	R3
Type of Construction:	Type V-B
Sprinkler Building:	NFPA 13D
Building Height:	27'
Number of Stories:	2



CONCEPTUAL SITE PLAN

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

SP-1

0 10 20 40

DESIGN REVIEW SUBMITTAL

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ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

RESIDENTIAL PROJECT SUMMARY TABLES

EXISTING USE	PROPOSED USE	ZONING DESIGNATION	GENERAL PLAN LAND USE DESIGNATION	OVERLAY DISTRICT
Vacant	Single-Family Residences (11 units)	Current – R-1-10 Proposed – R-1-10 (PUD)	Low Density Residential	None

ZONING STANDARDS					
DESCRIPTION	**OMC SECTION**	**REQUIRED**	**EXISTING**	**PROPOSED**	**CONFORMS (yes/no)**
LOT AREA	17.14.070 & 17.14.080	10,000 ft^2	84,130 ft^2	83,331 ft^2	Yes
LOT WIDTH	17.14.070 & 17.14.080	80′	134′	134′	Yes
LOT DEPTH	17.14.070 & 17.14.080	100′	634′	626′	Yes
MAX. BUILDING HEIGHT (Note: use average finished grade as defined in the "Building Height" definition from OMC Section 17.04.021)	17.14.070 (& 17.14.100 FOR R-3 & R-4)	32′ 2 stories	n/a	27′ 2 stories	Yes
SETBACKS:	17.14.070 & 17.14.090				
Front Yard	17.14.070 & 17.14.090	20′	n/a	25.8′	Yes
Rear Yard	17.14.070 & 17.14.090	20′	n/a	44′-7″	Yes
Side Yard (north)	17.14.070 & 17.14.090	5′	n/a	12′-3″	Yes
Side Yard (south)	17.14.070 & 17.14.090	5′	n/a	47.2′	Yes
Interior Street	17.16.060	10′	n/a	10′	Yes
Garage Door to Interior Street	17.16.060	20′	n/a	20′	Yes
Habitable Structure to Boundary	17.16.060	10′	n/a	20′	Yes
LOT COVERAGE	17.14.070	Not Required	n/a	21%	Yes
FLOOR AREA RATIO (FAR) UTILIZING GROSS FLOOR AREA (INCLUDE ALL ACCESSORY STRUCTURES)	17.14.070	Not Required per PUD 0.4 for base zone	n/a	0.44	Yes
Required Open Space:	17.14.070 & 17.14.110				
Private	17.16.060	1,100 ft^2	n/a	16,614 ft^2 (1,510 ft^2 avg per unit)	Yes
Common	17.14.110	20′ by 20′ area (400 ft^2)	n/a	4,645 ft^2 (minimum dimension 27.3′)	Yes

ZONING STANDARDS					
DESCRIPTION	**OMC SECTION**	**REQUIRED**	**EXISTING**	**PROPOSED**	**CONFORMS (yes/no)**
LANDSCAPING: For landscaping standards refer to Page 26-28 of the City of Orange Landscape Standards and Specifications	16.50				
Front Yard	16.50 & 17.12.040(E)	10′	n/a	20.8	Yes
Rear Yard	16.50 & 17.12.040(E)	4′	n/a	6.8′	Yes
Interior Side Yard (north)	16.50 & 17.12.040(E)	4′	n/a	20′	Yes
Interior Side Yard (south)	16.50 & 17.12.040(E)	4′	n/a	7.2′	Yes
Street Side Yard (if applicable)	16.50 & 17.12.040(E)	n/a	n/a	n/a	
Trees to be removed	16.50			12	
Existing trees to be preserved	16.50			0	
Trees to be added	16.50			74	
25 percent of required trees shall be 24-inch box and 75 percent shall be in 15 gallon containers (Multi-Family only)	16.50			48″ Box = 8% 24″ box = 68% 15 gallon = 24%	Yes
IRRIGATED AREA TOTAL	16.50		87,991 ft^2	37,679 ft^2	
Irrigated area added	16.50			0	
Irrigated area removed	16.50			50,312 ft^2	
FENCE HEIGHT	17.12.070				
Front Yard	17.12.070(B)	3′-6″		3′6″	Yes
Interior Side Yard(s)	17.12.070(B)	6′		5′-9″	
Street Side Yard	17.12.070(B)				
Rear Yard	17.12.070(B)	6.′		5-9″	Yes
PARKING	17.14.200 & 17.34	22 spaces within garage 17 guest spaces **Total = 39 spaces**	0	22 spaces within garages 11 spaces on driveway counter towards guest spaces 6 open guest parking spaces **Total = 39 spaces**	Yes
LIGHTING	17.12.030				
Kelvins	17.12.030			2700K	
Fixture Type/Blinder	17.12.030			Bollard, wall, pole, and landscaping	
Parking lot footcandles	15.52.080(J)			≥ 0.5 footcandles	

RESIDENTIAL PROJECT SUMMARY TABLE

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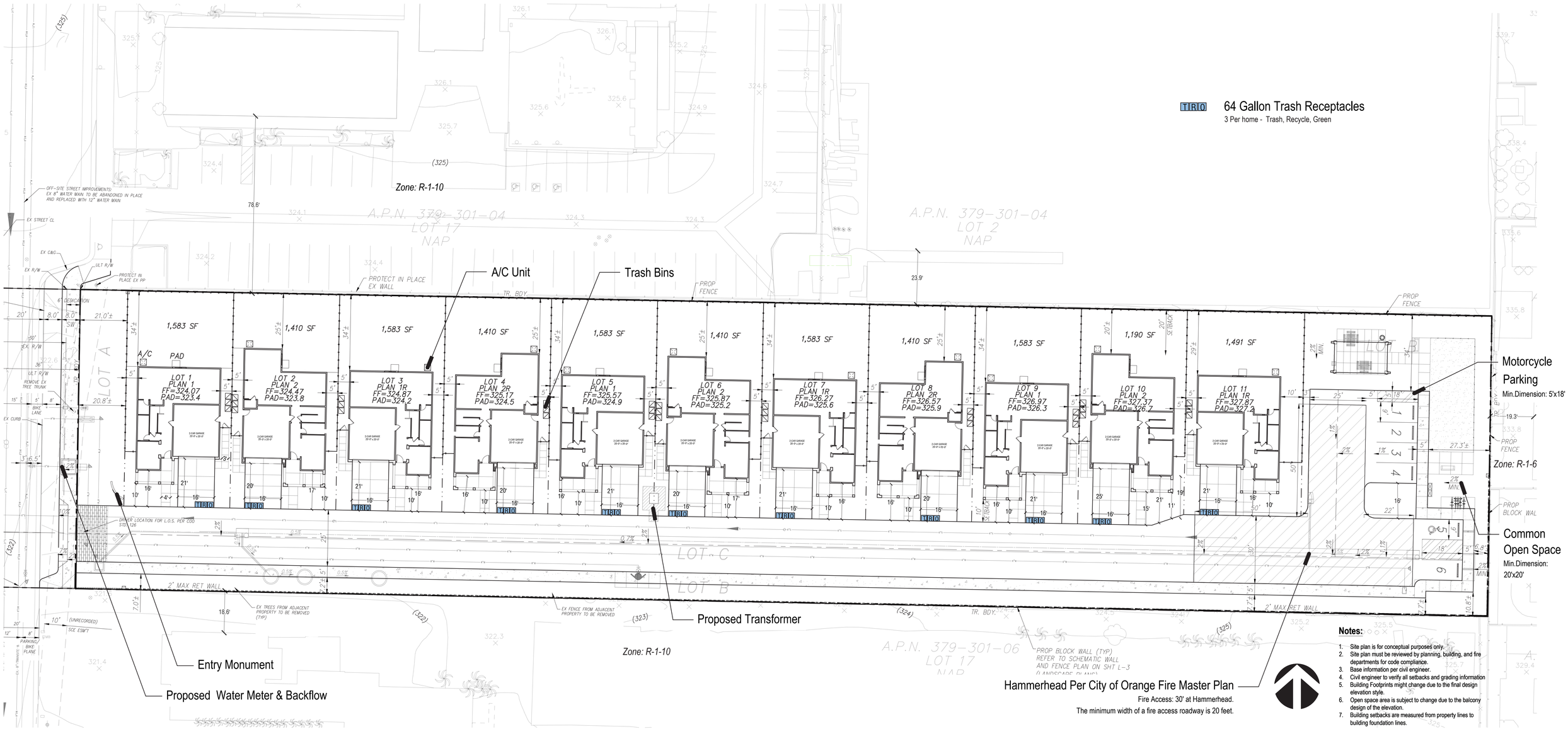

Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.

TRASH STAGING PLAN

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

SP-3

0 10 20 40

DESIGN REVIEW SUBMITTAL | DRAFT

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CHAPTER 3
GREEN BUILDING

SECTION 301 GENERAL

301.1 SCOPE. BUILDINGS SHALL SHALL BE DESIGNED TO INCLUDE THE GREEN BUILDING MEASURES SPECIFIED AS MANDATORY IN THE APPLICATION CHECKLISTS CONTAINED IN THIS CODE. VOLUNTARY GREEN BUILDING MEASURES ARE ALSO INCLUDED IN THE APPLICATION CHECKLISTS AND MAY BE INCLUDED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES COVERED BY THIS CODE, BUT ARE NOT REQUIRED UNLESS ADOPTED BY A CITY, COUNTY, OR CITY AND COUNTY AS SPECIFIED IN SECTION 101.7.

301.1.1 ADDITIONS AND ALTERATIONS. [HCD] THE MANDATORY PROVISIONS OF CHAPTER 4 SHALL BE APPLIED TO ADDITIONS OR ALTERATIONS OF EXISTING RESIDENTIAL BUILDINGS WHERE THE ADDITION OR ALTERATION INCREASES THE BUILDING'S CONDITIONED AREA, VOLUME, OR SIZE. THE REQUIREMENTS SHALL APPLY ONLY TO AND/OR WITHIN THE SPECIFIC AREA OF THE ADDITION OR ALTERATION.

THE MANDATORY PROVISION OF SECTION 4.106.4.2 MAY APPLY TO ADDITIONS OR ALTERATIONS OF EXISTING PARKING FACILITIES OR THE ADDITION OF NEW PARKING FACILITIES SERVING EXISTING MULTIFAMILY BUILDINGS. SEE SECTION 4.106.4.3 FOR APPLICATION.

NOTE: REPAIRS INCLUDING, BUT NOT LIMITED TO, RESURFACING, RESTRIPING AND REPAIRING OR MAINTAINING EXISTING LIGHTING FIXTURES ARE NOT CONSIDERED ALTERATIONS FOR THE PURPOSE OF THIS SECTION.

NOTE: ON AND AFTER JANUARY 1, 2014, RESIDENTIAL BUILDINGS UNDERGOING PERMITTED ALTERATIONS, ADDITIONS, OR IMPROVEMENTS SHALL REPLACE NONCOMPLIANT PLUMBING FIXTURES WITH WATER-CONSERVING PLUMBING FIXTURES. PLUMBING FIXTURE REPLACEMENT IS REQUIRED PRIOR TO ISSUANCE OF A CERTIFICATE OF FINAL COMPLETION, CERTIFICATE OF OCCUPANCY OR FINAL PERMIT APPROVAL BY THE LOCAL BUILDING DEPARTMENT. SEE CIVIL CODE SECTION 1101.1, ET SEQ., FOR THE DEFINITION OF A NONCOMPLIANT PLUMBING FIXTURE, TYPES OF RESIDENTIAL BUILDINGS AFFECTED AND OTHER IMPORTANT ENACTMENT DATES.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD]
THE PROVISIONS OF INDIVIDUAL SECTIONS OF CALGREEN MAY APPLY TO EITHER LOW-RISE RESIDENTIAL BUILDINGS HIGH-RISE RESIDENTIAL BUILDINGS, OR BOTH. INDIVIDUAL SECTIONS WILL BE DESIGNATED BY BANNERS TO INDICATE WHERE THE SECTION APPLIES SPECIFICALLY TO LOW-RISE ONLY (LR) OR HIGH-RISE ONLY (HR). WHEN THE SECTION APPLIES TO BOTH LOW-RISE AND HIGH-RISE BUILDINGS, NO BANNER WILL BE USED.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS.
IN MIXED OCCUPANCY BUILDINGS, EACH PORTION OF A BUILDING SHALL COMPLY WITH THE SPECIFIC GREEN BUILDING MEASURES APPLICABLE TO EACH SPECIFIC OCCUPANCY.

EXCEPTIONS:

1. [HCD] ACCESSORY STRUCTURES AND ACCESSORY OCCUPANCIES SERVING RESIDENTIAL BUILDINGS SHALL COMPLY WITH CHAPTER 4 AND APPENDIX A4, AS APPLICABLE.
2. [HCD] FOR PURPOSES OF *CALGREEN*, LIVE/WORK UNITS, COMPLYING WITH SECTION 419 OF THE *CALIFORNIA BUILDING CODE*, SHALL NOT BE CONSIDERED MIXED OCCUPANCIES. LIVE/WORK UNITS SHALL COMPLY WITH CHAPTER 4 AND APPENDIX A4, AS APPLICABLE.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
BSC	CALIFORNIA BUILDING STANDARDS COMMISSION
DSA-SS	DIVISION OF THE STATE ARCHITECT, STRUCTURAL SAFETY
OSHPD	OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
LR	LOW RISE
HR	HIGH RISE
AA	ADDITIONS AND ALTERATIONS
N	NEW

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS

4.102.1 DEFINITIONS
THE FOLLOWING TERMS ARE DEFINED IN CHAPTER 2 *(AND ARE INCLUDED HERE FOR REFERENCE)*

FRENCH DRAIN. A TRENCH, HOLE OR OTHER DEPRESSED AREA LOOSELY FILLED WITH ROCK, GRAVEL, FRAGMENTS OF BRICK OR SIMILAR PERVIOUS MATERIAL USED TO COLLECT OR CHANNEL DRAINAGE OR RUNOFF WATER.

WATTLES. WATTLES ARE USED TO REDUCE SEDIMENT IN RUNOFF. WATTLES ARE OFTEN CONSTRUCTED OF NATURAL PLANT MATERIALS SUCH AS HAY, STRAW OR SIMILAR MATERIAL SHAPED IN THE FORM OF TUBES AND PLACED ON A DOWNFLOW SLOPE. WATTLES ARE ALSO USED FOR PERIMETER AND INLET CONTROLS.

4.106 SITE DEVELOPMENT

4.106.1 GENERAL. PRESERVATION AND USE OF AVAILABLE NATURAL RESOURCES SHALL BE ACCOMPLISHED THROUGH EVALUATION AND CAREFUL PLANNING TO MINIMIZE NEGATIVE EFFECTS ON THE SITE AND ADJACENT AREAS. PRESERVATION OF SLOPES, MANAGEMENT OF STORM WATER DRAINAGE AND EROSION CONTROLS SHALL COMPLY WITH THIS SECTION.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION.
PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF SOIL AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT WHICH IN TOTAL DISTURBS ONE ACRE OR MORE, SHALL MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION. IN ORDER TO MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION, ONE OR MORE OF THE FOLLOWING MEASURES SHALL BE IMPLEMENTED TO PREVENT FLOODING OF ADJACENT PROPERTY, PREVENT EROSION AND RETAIN SOIL RUNOFF ON THE SITE.

1. RETENTION BASINS OF SUFFICIENT SIZE SHALL BE UTILIZED TO RETAIN STORM WATER ON THE SITE.
2. WHERE STORM WATER IS CONVEYED TO A PUBLIC DRAINAGE SYSTEM, COLLECTION POINT, GUTTER OR SIMILAR DISPOSAL METHOD, WATER SHALL BE FILTERED BY USE OF A BARRIER SYSTEM, WATTLE OR OTHER METHOD APPROVED BY THE ENFORCING AGENCY.
3. COMPLIANCE WITH A LAWFULLY ENACTED STORM WATER MANAGEMENT ORDINANCE.

NOTE: REFER TO THE STATE WATER RESOURCES CONTROL BOARD FOR PROJECTS WHICH DISTURB ONE ACRE OR MORE OF SOIL, OR ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT WHICH IN TOTAL DISTURBS ONE ACRE OR MORE OF SOIL.

WEBSITE:: (HTTPS://WWW.WATERBOARDS.CA.GOV/WATER_ISSUES/PROGRAMS/STORMWATER/CONSTRUCTION.HTML)

4.106.3 GRADING AND PAVING. CONSTRUCTION PLANS SHALL INDICATE HOW THE SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS. EXAMPLES OF METHODS TO MANAGE SURFACE WATER INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. SWALES
2. WATER COLLECTION AND DISPOSAL SYSTEMS
3. FRENCH DRAINS
4. WATER RETENTION GARDENS
5. OTHER WATER MEASURES WHICH KEEP SURFACE WATER AWAY FROM BUILDINGS AND AID IN GROUNDWATER RECHARGE.

EXCEPTION: ADDITIONS AND ALTERATIONS NOT ALTERING THE DRAINAGE PATH.

4.106.4 ELECTRIC VEHICLE (EV) CHARGING FOR NEW CONSTRUCTION. NEW CONSTRUCTION SHALL COMPLY WITH SECTION 4.106.4.1 OR 4.106.4.2. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) SHALL COMPLY WITH THE *CALIFORNIA ELECTRICAL CODE*.

EXCEPTIONS:

1. ON A CASE-BY-CASE BASIS, WHERE THE LOCAL ENFORCING AGENCY HAS DETERMINED EV CHARGING AND INFRASTRUCTURE ARE NOT FEASIBLE BASED UPON ONE OR MORE OF THE FOLLOWING CONDITIONS:
   1.1. WHERE THERE IS NO LOCAL UTILITY POWER SUPPLY OR THE LOCAL UTILITY IS UNABLE TO SUPPLY ADEQUATE POWER.
   1.2. WHERE THERE IS EVIDENCE SUITABLE TO THE LOCAL ENFORCING AGENCY SUBSTANTIATING THAT ADDITIONAL LOCAL UTILITY INFRASTRUCTURE DESIGN REQUIREMENTS, DIRECTLY RELATED TO THE IMPLEMENTATION OF SECTION 4.106.4, MAY ADVERSELY IMPACT THE CONSTRUCTION COST OF THE PROJECT.
2. ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) WITHOUT ADDITIONAL PARKING FACILITIES.

4.106.4.1 NEW ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES WITH ATTACHED PRIVATE GARAGES. FOR EACH DWELLING UNIT, INSTALL A LISTED RACEWAY TO ACCOMMODATE A DEDICATED 208/240-VOLT BRANCH CIRCUIT. THE RACEWAY SHALL NOT BE LESS THAN TRADE SIZE 1 (NOMINAL 1-INCH INSIDE DIAMETER). THE RACEWAY SHALL ORIGINATE AT THE MAIN SERVICE OR SUBPANEL AND SHALL TERMINATE INTO A LISTED CABINET, BOX OR OTHER ENCLOSURE IN CLOSE PROXIMITY TO THE PROPOSED LOCATION OF AN EV CHARGER. RACEWAYS ARE REQUIRED TO BE CONTINUOUS AT ENCLOSED, INACCESSIBLE OR CONCEALED AREAS AND SPACES. THE SERVICE PANEL AND/OR SUBPANEL SHALL PROVIDE CAPACITY TO INSTALL A 40-AMPERE 208/240-VOLT MINIMUM DEDICATED BRANCH CIRCUIT AND SPACE(S) RESERVED TO PERMIT INSTALLATION OF A BRANCH CIRCUIT OVERCURRENT PROTECTIVE DEVICE.

EXEMPTION: A RACEWAY IS NOT REQUIRED IF A MINIMUM 40-AMPERE 208/240-VOLT DEDICATED EV BRANCH CIRCUIT IS INSTALLED IN CLOSE PROXIMITY TO THE PROPOSED LOCATION OF AN EV CHARGER AT THE TIME OF ORIGINAL CONSTRUCTION IN ACCORDANCE WITH THE *CALIFORNIA ELECTRICAL CODE*.

4.106.4.1.1 IDENTIFICATION. THE SERVICE PANEL OR SUBPANEL CIRCUIT DIRECTORY SHALL IDENTIFY THE OVERCURRENT PROTECTIVE DEVICE SPACE(S) RESERVED FOR FUTURE EV CHARGING AS "EV CAPABLE". THE RACEWAY TERMINATION LOCATION SHALL BE PERMANENTLY AND VISIBLY MARKED AS "EV CAPABLE".

4.106.4.2 NEW MULTIFAMILY DWELLINGS, HOTELS AND MOTELS AND NEW RESIDENTIAL PARKING FACILITIES.
WHEN PARKING IS PROVIDED, PARKING SPACES FOR NEW MULTIFAMILY DWELLINGS, HOTELS AND MOTELS SHALL MEET THE REQUIREMENTS OF SECTION 4.106.4.2.2. CALCULATIONS FOR SPACES SHALL BE ROUNDED UP TO THE NEAREST WHOLE NUMBER. A PARKING SPACE SERVED BY ELECTRIC VEHICLE SUPPLY EQUIPMENT OR DESIGNED AS AN EV CHARGING SPACE SHALL COUNT AS AT LEAST ONE STANDARD AUTOMOBILE PARKING SPACE ONLY FOR THE PURPOSE OF COMPLYING WITH ANY APPLICABLE MINIMUM PARKING SPACE REQUIREMENTS ESTABLISHED BY A LOCAL JURISDICTION. SEE VEHICLE CODE SECTION 22511.2 FOR FURTHER DETAILS.

4.106.4.2.1 RESERVED.

4.106.4.2.2 MULTIFAMILY DWELLINGS, HOTELS AND MOTELS

1. **EV READY PARKING SPACES WITH RECEPTACLES.**

   a. **HOTELS AND MOTELS.** FORTY (40) PERCENT OF THE TOTAL NUMBER OF PARKING SPACES SHALL BE EQUIPPED WITH LOW POWER LEVEL 2 EV CHARGING RECEPTACLES.

   b. **MULTIFAMILY PARKING FACILITIES.** FORTY (40) PERCENT OF THE TOTAL NUMBER OF PARKING SPACES SHALL BE EQUIPPED WITH LOW POWER LEVEL 2 EV CHARGING RECEPTACLES. EV CHARGING RECEPTACLES REQUIRED BY THIS SECTION SHALL BE LOCATED IN AT LEAST ONE ASSIGNED PARKING SPACE PER DWELLING UNIT WHERE ASSIGNED PARKING IS PROVIDED BUT NEED NOT EXCEED FORTY (40) PERCENT OF THE TOTAL NUMBER OF ASSIGNED PARKING SPACES PROVIDED ON THE SITE.

   EXCEPTION: AREAS OF PARKING FACILITIES SERVED BY PARKING LIFTS, INCLUDING BUT NOT LIMITED TO AUTOMATED MECHANICAL-ACCESS OPEN PARKING GARAGES AS DEFINED IN THE *CALIFORNIA BUILDING CODE*; OR PARKING FACILITIES OTHERWISE INCAPABLE OF SUPPORTING ELECTRIC VEHICLE CHARGING.

   c. **RECEPTACLE POWER SOURCE.** EV CHARGING RECEPTACLES IN MULTIFAMILY PARKING FACILITIES SHALL BE PROVIDED WITH A DEDICATED BRANCH CIRCUIT CONNECTED TO THE DWELLING UNIT'S ELECTRICAL PANEL, UNLESS DETERMINED AS INFEASIBLE BY THE PROJECT BUILDER OR DESIGNER AND SUBJECT TO CONCURRENCE OF THE LOCAL ENFORCING AGENCY.

   EXCEPTION: AREAS OF PARKING FACILITIES SERVED BY PARKING LIFTS, INCLUDING BUT NOT LIMITED TO AUTOMATED MECHANICAL-ACCESS OPEN PARKING GARAGES AS DEFINED IN THE *CALIFORNIA BUILDING CODE*; OR PARKING FACILITIES OTHERWISE INCAPABLE OF SUPPORTING ELECTRIC VEHICLE CHARGING.

   d. **RECEPTACLE CONFIGURATIONS.** 208/240V EV CHARGING RECEPTACLES SHALL COMPLY WITH ONE OF THE FOLLOWING CONFIGURATIONS:

      1. FOR 20-AMPERE RECEPTACLES, NEMA 6-20R
      2. FOR 30-AMPERE RECEPTACLES, NEMA 14-30R
      3. FOR 50-AMPERE RECEPTACLES, NEMA 14-50R

2. **EV READY PARKING SPACES WITH EV CHARGERS.**

   a. **HOTELS AND MOTELS.** TEN (10) PERCENT OF THE TOTAL NUMBER OF PARKING SPACES SHALL BE EQUIPPED WITH LEVEL 2 EV CHARGERS. AT LEAST FIFTY (50) PERCENT OF THE REQUIRED EV CHARGERS SHALL BE EQUIPPED WITH J1772 CONNECTORS.

   b. **MULTIFAMILY PARKING FACILITIES.** TEN (10) PERCENT OF THE TOTAL NUMBER OF PARKING SPACES SHALL BE EQUIPPED WITH LEVEL 2 EV CHARGERS. AT LEAST FIFTY (50) PERCENT OF THE REQUIRED EV CHARGERS SHALL BE EQUIPPED WITH J1772 CONNECTORS. WHERE COMMON USE PARKING OR UNASSIGNED PARKING IS PROVIDED, EV CHARGERS SHALL BE LOCATED IN COMMON USE OR UNASSIGNED PARKING AREAS AND SHALL BE AVAILABLE FOR USE BY ALL RESIDENTS OR GUESTS.

   WHERE LOW POWER LEVEL 2 EV CHARGING RECEPTACLES OR LEVEL 2 EV CHARGERS ARE INSTALLED BEYOND THE MINIMUM REQUIRED, AN AUTOMATIC LOAD MANAGEMENT SYSTEM (ALMS) MAY BE USED TO REDUCE THE MAXIMUM REQUIRED ELECTRICAL CAPACITY TO EACH SPACE SERVED BY THE ALMS. THE ELECTRICAL SYSTEM AND ANY ON-SITE DISTRIBUTION TRANSFORMERS SHALL HAVE SUFFICIENT CAPACITY TO DELIVER AT LEAST 3.3 KW SIMULTANEOUSLY TO EACH EV CHARGING STATION (EVCS) SERVED BY THE ALMS. THE BRANCH CIRCUIT SHALL HAVE A MINIMUM CAPACITY OF 40 AMPERES, AND INSTALLED EV CHARGERS SHALL HAVE A CAPACITY OF NOT LESS THAN 30 AMPERES.

4.106.4.2.2.1 ELECTRIC VEHICLE CHARGING STATIONS (EVCS).
ELECTRIC VEHICLE CHARGING STATIONS REQUIRED BY SECTION 4.106.4.2.2, ITEM 2, WITH EV CHARGERS INSTALLED SHALL COMPLY WITH SECTION 4.106.4.2.2.1.1.

EXCEPTION: ELECTRIC VEHICLE CHARGING STATIONS SERVING PUBLIC ACCOMMODATIONS, PUBLIC HOUSING, MOTELS AND HOTELS SHALL NOT BE REQUIRED TO COMPLY WITH THIS SECTION. SEE *CALIFORNIA BUILDING CODE*, CHAPTER 11B, FOR APPLICABLE REQUIREMENTS.

4.106.4.2.2.1.1 ELECTRIC VEHICLE CHARGING STATIONS (EVCS) SPACES WITH EV CHARGERS INSTALLED; DIMENSIONS AND LOCATION.

EVCS SPACES SHALL BE DESIGNED TO COMPLY WITH THE FOLLOWING:

1. THE MINIMUM LENGTH OF EACH EVCS SPACE SHALL BE 18 FEET (5486 MM).
2. THE MINIMUM WIDTH OF EACH EVCS SPACE SHALL BE 9 FEET (2743 MM).
3. ONE IN EVERY 25 EVCS SPACES, BUT NOT LESS THAN ONE, SHALL ALSO HAVE AN 8-FOOT (2438 MM) WIDE MINIMUM A 5-FOOT (1524 MM) WIDE MINIMUM AISLE SHALL BE PERMITTED PROVIDED THE MINIMUM WIDTH OF THE EVCS SPACE IS 12 FEET (3658 MM). SURFACE SLOPE FOR THIS EVCS SPACE AND THE AISLE SHALL NOT EXCEED 1 UNIT VERTICAL IN 48 UNITS HORIZONTAL (2.083 PERCENT SLOPE) IN ANY DIRECTION. THESE EVCS SPACES SHALL ALSO COMPLY WITH AT LEAST ONE OF THE FOLLOWING:

   a. THE EVCS SPACE SHALL BE LOCATED ADJACENT TO AN ACCESSIBLE PARKING SPACE MEETING THE REQUIREMENTS OF THE *CALIFORNIA BUILDING CODE*, CHAPTER 11A, TO ALLOW USE OF THE EV CHARGER FROM THE ACCESSIBLE PARKING SPACE.
   b. HE EVCS SPACE SHALL BE LOCATED ON AN ACCESSIBLE ROUTE, AS DEFINED IN THE *CALIFORNIA BUILDING CODE*, CHAPTER 2, TO THE BUILDING.

   EXCEPTION: ELECTRIC VEHICLE CHARGING STATIONS DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH THE *CALIFORNIA BUILDING CODE*, CHAPTER 11B, ARE NOT REQUIRED TO COMPLY WITH SECTION 4.106.4.2.2.1.1.

4.106.4.2.2.1.2 ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION SPACES.
IN ADDITION TO THE REQUIREMENTS IN SECTION 4.106.4.2.2.1.1, ALL EV CHARGERS, WHERE INSTALLED, SHALL COMPLY WITH THE ACCESSIBILITY PROVISIONS FOR EV CHARGERS IN THE *CALIFORNIA BUILDING CODE*, CHAPTER 11B. EV READY SPACES AND EVCS IN MULTIFAMILY DEVELOPMENTS SHALL COMPLY WITH *CALIFORNIA BUILDING CODE*, CHAPTER 11A, SECTION 1109A.

4.106.4.2.3 RESERVED.

4.106.4.2.4 RESERVED.

4.106.4.2.5 ELECTRIC VEHICLE READY SPACE SIGNAGE.
ELECTRIC VEHICLE READY SPACES SHALL BE IDENTIFIED BY SIGNAGE OR PAVEMENT MARKINGS, IN COMPLIANCE WITH CALTRANS TRAFFIC OPERATIONS POLICY DIRECTIVE 13-01 (ZERO EMISSION VEHICLE SIGNS AND PAVEMENT MARKINGS) OR ITS SUCCESSOR(S).

4.106.4.3 ELECTRIC VEHICLE CHARGING FOR ADDITIONS AND ALTERATIONS OF PARKING FACILITIES SERVING EXISTING MULTI-FAMILY BUILDINGS.
WHERE NEW PARKING FACILITIES ARE ADDED, OR ELECTRICAL SYSTEMS OR LIGHTING OF EXISTING PARKING FACILITIES ARE ADDED OR ALTERED AND THE WORK REQUIRES A BUILDING PERMIT, TEN (10) PERCENT OF THE TOTAL NUMBER OF PARKING SPACES ADDED OR ALTERED SHALL BE EV CAPABLE SPACES TO SUPPORT FUTURE LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT. THE SERVICE PANEL OR SUBPANEL CIRCUIT DIRECTORY SHALL IDENTIFY THE OVERCURRENT PROTECTIVE DEVICE SPACE(S) RESERVED FOR FUTURE EV CHARGING PURPOSES AS "EV CAPABLE."

NOTES:

1. CONSTRUCTION DOCUMENTS ARE INTENDED TO DEMONSTRATE THE PROJECT'S CAPABILITY AND CAPACITY FOR FACILITATING FUTURE EV CHARGING.

2. THERE IS NO REQUIREMENT FOR EV SPACES TO BE CONSTRUCTED OR AVAILABLE UNTIL EV CHARGERS ARE INSTALLED FOR USE.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL

4.201.1 SCOPE. FOR THE PURPOSES OF MANDATORY ENERGY EFFICIENCY STANDARDS IN THIS CODE, THE CALIFORNIA ENERGY COMMISSION WILL CONTINUE TO ADOPT MANDATORY STANDARDS.

DIVISION 4.3 WATER EFFICIENCY AND CONSERVATION

4.303 INDOOR WATER USE

4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. PLUMBING FIXTURES (WATER CLOSETS AND URINALS) AND FITTINGS (FAUCETS AND SHOWERHEADS) SHALL COMPLY WITH THE SECTIONS 4.303.1.1, 4.303.1.2, 4.303.1.3, AND 4.303.4.4.

NOTE: ALL NONCOMPLIANT PLUMBING FIXTURES IN ANY RESIDENTIAL REAL PROPERTY SHALL BE REPLACED WITH WATER-CONSERVING PLUMBING FIXTURES. PLUMBING FIXTURE REPLACEMENT IS REQUIRED PRIOR TO ISSUANCE OF A CERTIFICATE OF FINAL COMPLETION, CERTIFICATE OF OCCUPANCY, OR FINAL PERMIT APPROVAL BY THE LOCAL BUILDING DEPARTMENT. SEE CIVIL CODE SECTION 1101.1, ET SEQ., FOR THE DEFINITION OF A NONCOMPLIANT PLUMBING FIXTURE, TYPES OF RESIDENTIAL BUILDINGS AFFECTED AND OTHER IMPORTANT ENACTMENT DATES.

4.303.1.1 WATER CLOSETS. THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GALLONS PER FLUSH. TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR TANK-TYPE TOILETS.

NOTE: THE EFFECTIVE FLUSH VOLUME OF DUAL FLUSH TOILETS IS DEFINED AS THE COMPOSITE, AVERAGE FLUSH VOLUME OF TWO REDUCED FLUSHES AND ONE FULL FLUSH.

4.303.1.2 URINALS. THE EFFECTIVE FLUSH VOLUME OF WALL MOUNTED URINALS SHALL NOT EXCEED 0.125 GALLONS PER FLUSH. THE EFFECTIVE FLUSH VOLUME OF ALL OTHER URINALS SHALL NOT EXCEED 0.5 GALLONS PER FLUSH.

4.303.1.3 SHOWERHEADS.

4.303.1.3.1 SINGLE SHOWERHEAD. SHOWERHEADS SHALL HAVE A MAXIMUM FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 80 PSI. SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR SHOWERHEADS.

4.303.1.3.2 MULTIPLE SHOWERHEADS SERVING ONE SHOWER. WHEN A SHOWER IS SERVED BY MORE THAN ONE SHOWERHEAD, THE COMBINED FLOW RATE OF ALL THE SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE VALVE SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 80 PSI, OR THE SHOWER SHALL BE DESIGNED TO ONLY ALLOW ONE SHOWER OUTLET TO BE IN OPERATION AT A TIME.

NOTE: A HAND-HELD SHOWER SHALL BE CONSIDERED A SHOWERHEAD.

4.303.1.4 FAUCETS.

4.303.1.4.1 RESIDENTIAL LAVATORY FAUCETS. THE MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI. THE MINIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.

4.303.1.4.2 LAVATORY FAUCETS IN COMMON AND PUBLIC USE AREAS. THE MAXIMUM FLOW RATE OF LAVATORY FAUCETS INSTALLED IN COMMON AND PUBLIC USE AREAS (OUTSIDE OF DWELLINGS OR SLEEPING UNITS) IN RESIDENTIAL BUILDINGS SHALL NOT EXCEED 0.5 GALLONS PER MINUTE AT 60 PSI.

4.303.1.4.3 METERING FAUCETS. METERING FAUCETS WHEN INSTALLED IN RESIDENTIAL BUILDINGS SHALL NOT DELIVER MORE THAN 0.2 GALLONS PER CYCLE.

4.303.1.4.4 KITCHEN FAUCETS. THE MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE AT 60 PSI, AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE AT 60 PSI.

NOTE: WHERE COMPLYING FAUCETS ARE UNAVAILABLE, AERATORS OR OTHER MEANS MAY BE USED TO ACHIEVE REDUCTION.

4.303.1.4.5 PRE-RINSE SPRAY VALVES.
WHEN INSTALLED, SHALL MEET THE REQUIREMENTS IN THE *CALIFORNIA CODE OF REGULATIONS*, TITLE 20 (APPLIANCE EFFICIENCY REGULATIONS), SECTIONS 1605.1 (H)(4) TABLE H-2, SECTION 1605.3 (H)(4)(A), AND SECTION 1607 (D)(7) AND SHALL BE EQUIPPED WITH AN INTEGRAL AUTOMATIC SHUTOFF.

FOR REFERENCE ONLY: THE FOLLOWING TABLE AND CODE SECTION HAVE BEEN REPRINTED FROM THE *CALIFORNIA CODE OF REGULATIONS*, TITLE 20 (APPLIANCE EFFICIENCY REGULATIONS),SECTION 1605.1 (H)(4) AND SECTION 1605.3 (H)(4)(A).

TABLE H-2	
STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019	
PRODUCT CLASS [spray force in ounce force (ozf)]	**MAXIMUM FLOW RATE (gpm)**
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.60

TITLE 20 SECTION 1605.3 (H)(4)(A): COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 1, 2006, SHALL HAVE A MINIMUM SPRAY FORCE OF NOT LESS THAN 4.0 OUNCES-FORCE (OZF)[113 GRAMS-FORCE(GF)]

4.303.2 SUBMETERS FOR MULTIFAMILY BUILDINGS AND DWELLING UNITS IN MIXED-USED RESIDENTIAL/COMMERCIAL BUILDINGS.
SUBMETERS SHALL BE INSTALLED TO MEASURE WATER USAGE OF INDIVIDUAL RENTAL DWELLING UNITS IN ACCORDANCE WITH THE *CALIFORNIA PLUMBING CODE*.

4.303.3 STANDARDS FOR PLUMBING FIXTURES AND FITTINGS. PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE *CALIFORNIA PLUMBING CODE*, AND SHALL MEET THE APPLICABLE STANDARDS REFERENCED IN TABLE 1701.1 OF THE *CALIFORNIA PLUMBING CODE*.

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER.

TABLE - MAXIMUM FIXTURE WATER USE	
FIXTURE TYPE	**FLOW RATE**
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE

4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. RESIDENTIAL DEVELOPMENTS SHALL COMPLY WITH A LOCAL WATER EFFICIENT LANDSCAPE ORDINANCE OR THE CURRENT CALIFORNIA DEPARTMENT OF WATER RESOURCES' MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO), WHICHEVER IS MORE STRINGENT.

NOTES:

1. THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) IS LOCATED IN THE *CALIFORNIA CODE REGULATIONS*, TITLE 23, CHAPTER 2.7, DIVISION 2. MWELO AND SUPPORTING DOCUMENTS, INCLUDING WATER BUDGET CALCULATOR, ARE AVAILABLE AT: HTTPS://WWW.WATER.CA.GOV/

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE

4.406.1 RODENT PROOFING. ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN SOLE/BOTTOM PLATES AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR A SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

4.408.1 CONSTRUCTION WASTE MANAGEMENT. RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 65 PERCENT OF THE NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE IN ACCORDANCE WITH EITHER SECTION 4.408.2, 4.408.3 OR 4.408.4, OR MEET A MORE STRINGENT LOCAL CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE.

EXCEPTIONS:

1. EXCAVATED SOIL AND LAND-CLEARING DEBRIS.
2. ALTERNATE WASTE REDUCTION METHODS DEVELOPED BY WORKING WITH LOCAL AGENCIES IF DIVERSION OR RECYCLE FACILITIES CAPABLE OF

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Y	N/A	RESPON. PARTY

COMPLIANCE WITH THIS ITEM DO NOT EXIST OR ARE NOT LOCATED REASONABLY CLOSE TO THE JOBSITE.
3. THE ENFORCING AGENCY MAY MAKE EXCEPTIONS TO THE REQUIREMENTS OF THIS SECTION WHEN ISOLATED JOBSITES ARE LOCATED IN AREAS BEYOND THE HAUL BOUNDARIES OF THE DIVERSION FACILITY.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. SUBMIT A CONSTRUCTION WASTE MANAGEMENT PLAN IN CONFORMANCE WITH ITEMS 1 THROUGH 5. THE CONSTRUCTION WASTE MANAGEMENT PLAN SHALL BE UPDATED AS NECESSARY AND SHALL BE AVAILABLE DURING CONSTRUCTION FOR EXAMINATION BY THE ENFORCING AGENCY.

1. IDENTIFY THE CONSTRUCTION AND DEMOLITION WASTE MATERIALS TO BE DIVERTED FROM DISPOSAL BY RECYCLING, REUSE ON THE PROJECT OR SALVAGE FOR FUTURE USE OR SALE.
2. SPECIFY IF CONSTRUCTION AND DEMOLITION WASTE MATERIALS WILL BE SORTED ON-SITE (SOURCE SEPARATED) OR BULK MIXED (SINGLE STREAM).
3. IDENTIFY DIVERSION FACILITIES WHERE THE CONSTRUCTION AND DEMOLITION WASTE MATERIAL COLLECTED WILL BE TAKEN.
4. IDENTIFY CONSTRUCTION METHODS EMPLOYED TO REDUCE THE AMOUNT OF CONSTRUCTION AND DEMOLITION WASTE GENERATED.
5. SPECIFY THAT THE AMOUNT OF CONSTRUCTION AND DEMOLITION WASTE MATERIALS DIVERTED SHALL BE CALCULATED BY WEIGHT OR VOLUME, BUT NOT BY BOTH.

4.408.3 WASTE MANAGEMENT COMPANY. UTILIZE A WASTE MANAGEMENT COMPANY, APPROVED BY THE ENFORCING AGENCY, WHICH CAN PROVIDE VERIFIABLE DOCUMENTATION THAT THE PERCENTAGE OF CONSTRUCTION AND DEMOLITION WASTE MATERIAL DIVERTED FROM THE LANDFILL COMPLIES WITH SECTION 4.408.1.

NOTE: THE OWNER OR CONTRACTOR MAY MAKE THE DETERMINATION IF THE CONSTRUCTION AND DEMOLITION WASTE MATERIALS WILL BE DIVERTED BY A WASTE MANAGEMENT COMPANY.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE (LR). PROJECTS THAT GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED OF IN LANDFILLS, WHICH DO NOT EXCEED 3.4 LBS./SQ.FT. OF THE BUILDING AREA SHALL MEET THE MINIMUM 65% CONSTRUCTION WASTE REDUCTION REQUIREMENT IN SECTION 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. PROJECTS THAT GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED OF IN LANDFILLS, WHICH DO NOT EXCEED 2 POUNDS PER SQUARE FOOT OF THE BUILDING AREA, SHALL MEET THE MINIMUM 65% CONSTRUCTION WASTE REDUCTION REQUIREMENT IN SECTION 4.408.1

4.408.5 DOCUMENTATION. DOCUMENTATION SHALL BE PROVIDED TO THE ENFORCING AGENCY WHICH DEMONSTRATES COMPLIANCE WITH SECTION 4.408.2, ITEMS 1 THROUGH 5, SECTION 4.408.3 OR SECTION 4.408.4.

NOTES:

1. SAMPLE FORMS FOUND IN "A GUIDE TO THE CALIFORNIA GREEN BUILDING STANDARDS CODE (RESIDENTIAL)" LOCATED AT WWW.HCD.CA.GOV/CALGREEN.HTML MAY BE USED TO ASSIST IN DOCUMENTING COMPLIANCE WITH THIS SECTION.
2. MIXED CONSTRUCTION AND DEMOLITION DEBRIS (C & D) PROCESSORS CAN BE LOCATED AT THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE).

4.410 BUILDING MAINTENANCE AND OPERATION

4.410.1 OPERATION AND MAINTENANCE MANUAL. AT THE TIME OF FINAL INSPECTION, A MANUAL, COMPACT DISC, WEB-BASED REFERENCE OR OTHER MEDIA ACCEPTABLE TO THE ENFORCING AGENCY WHICH INCLUDES ALL OF THE FOLLOWING SHALL BE PLACED IN THE BUILDING:

1. DIRECTIONS TO THE OWNER OR OCCUPANT THAT THE MANUAL SHALL REMAIN WITH THE BUILDING THROUGHOUT THE LIFE CYCLE OF THE STRUCTURE.
2. OPERATION AND MAINTENANCE INSTRUCTIONS FOR THE FOLLOWING:
   A. EQUIPMENT AND APPLIANCES, INCLUDING WATER-SAVING DEVICES AND SYSTEMS, HVAC SYSTEMS, PHOTOVOLTAIC SYSTEMS, ELECTRIC VEHICLE CHARGERS, WATER-HEATING SYSTEMS AND OTHER MAJOR APPLIANCES AND EQUIPMENT.
   B. ROOF AND YARD DRAINAGE, INCLUDING GUTTERS AND DOWNSPOUTS.
   C. SPACE CONDITIONING SYSTEMS, INCLUDING CONDENSERS AND AIR FILTERS.
   D. LANDSCAPE IRRIGATION SYSTEMS.
   E. WATER REUSE SYSTEMS.
3. INFORMATION FROM LOCAL UTILITY, WATER AND WASTE RECOVERY PROVIDERS ON METHODS TO FURTHER REDUCE RESOURCE CONSUMPTION, INCLUDING RECYCLE PROGRAMS AND LOCATIONS.
4. PUBLIC TRANSPORTATION AND/OR CARPOOL OPTIONS AVAILABLE IN THE AREA.
5. EDUCATIONAL MATERIAL ON THE POSITIVE IMPACTS OF AN INTERIOR RELATIVE HUMIDITY BETWEEN 30-60 PERCENT AND WHAT METHODS AN OCCUPANT MAY USE TO MAINTAIN THE RELATIVE HUMIDITY LEVEL IN THAT RANGE.
6. INFORMATION ABOUT WATER-CONSERVING LANDSCAPE AND IRRIGATION DESIGN AND CONTROLLERS WHICH CONSERVE WATER.
7. INSTRUCTIONS FOR MAINTAINING GUTTERS AND DOWNSPOUTS AND THE IMPORTANCE OF DIVERTING WATER AT LEAST 5 FEET AWAY FROM THE FOUNDATION.
8. INFORMATION ON REQUIRED ROUTINE MAINTENANCE MEASURES, INCLUDING, BUT NOT LIMITED TO, CAULKING, PAINTING, GRADING AROUND THE BUILDING, ETC.
9. INFORMATION ABOUT STATE SOLAR ENERGY AND INCENTIVE PROGRAMS AVAILABLE.
10. A COPY OF ALL SPECIAL INSPECTIONS VERIFICATIONS REQUIRED BY THE ENFORCING AGENCY OR THIS CODE.
11. INFORMATION FROM THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION ON MAINTENANCE OF DEFENSIBLE SPACE AROUND RESIDENTIAL STRUCTURES.
12. INFORMATION AND/OR DRAWINGS IDENTIFYING THE LOCATION OF GRAB BAR REINFORCEMENTS.

4.410.2 RECYCLING BY OCCUPANTS. WHERE 5 OR MORE MULTIFAMILY DWELLING UNITS ARE CONSTRUCTED ON A BUILDING SITE, PROVIDE READILY ACCESSIBLE AREA(S) THAT SERVES ALL BUILDINGS ON THE SITE AND ARE IDENTIFIED FOR THE DEPOSITING, STORAGE AND COLLECTION OF NON-HAZARDOUS MATERIALS FOR RECYCLING, INCLUDING (AT A MINIMUM) PAPER, CORRUGATED CARDBOARD, GLASS, PLASTICS, ORGANIC WASTER, AND METALS, OR MEET A LAWFULLY ENACTED LOCAL RECYCLING ORDINANCE, IF MORE RESTRICTIVE.

EXCEPTION: RURAL JURISDICTIONS THAT MEET AND APPLY FOR THE EXEMPTION IN PUBLIC RESOURCES CODE SECTION 42649.82 (A)(2)(A) ET SEQ. ARE NOTE REQUIRED TO COMPLY WITH THE ORGANIC WASTE PORTION OF THIS SECTION.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL

4.501.1 SCOPE
THE PROVISIONS OF THIS CHAPTER SHALL OUTLINE MEANS OF REDUCING THE QUALITY OF AIR CONTAMINANTS THAT ARE ODOROUS, IRRITATING AND/OR HARMFUL TO THE COMFORT AND WELL BEING OF A BUILDING'S INSTALLERS, OCCUPANTS AND NEIGHBORS.

SECTION 4.502 DEFINITIONS

5.102.1 DEFINITIONS
THE FOLLOWING TERMS ARE DEFINED IN CHAPTER 2 *(AND ARE INCLUDED HERE FOR REFERENCE)*

AGRIFIBER PRODUCTS. AGRIFIBER PRODUCTS INCLUDE WHEATBOARD, STRAWBOARD, PANEL SUBSTRATES AND DOOR CORES, NOT INCLUDING FURNITURE, FIXTURES AND EQUIPMENT (FF&E) NOT CONSIDERED BASE BUILDING ELEMENTS.

COMPOSITE WOOD PRODUCTS. COMPOSITE WOOD PRODUCTS INCLUDE HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD. "COMPOSITE WOOD PRODUCTS" DOES NOT INCLUDE HARDBOARD, STRUCTURAL PLYWOOD, STRUCTURAL PANELS, STRUCTURAL COMPOSITE LUMBER, ORIENTED STRAND BOARD, GLUED LAMINATED TIMBER, PREFABRICATED WOOD I-JOISTS OR FINGER-JOINTED LUMBER, ALL AS SPECIFIED IN CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 17, SECTION 93120.1.

DIRECT-VENT APPLIANCE. A FUEL-BURNING APPLIANCE WITH A SEALED COMBUSTION SYSTEM THAT DRAWS ALL AIR FOR COMBUSTION FROM THE OUTSIDE ATMOSPHERE AND DISCHARGES ALL FLUE GASES TO THE OUTSIDE ATMOSPHERE.

MAXIMUM INCREMENTAL REACTIVITY (MIR). THE MAXIMUM CHANGE IN WEIGHT OF OZONE FORMED BY ADDING A COMPOUND TO THE "BASE REACTIVE ORGANIC GAS (ROG) MIXTURE" PER WEIGHT OF COMPOUND ADDED, EXPRESSED TO HUNDREDTHS OF A GRAM (G O³/G ROC).
NOTE: MIR VALUES FOR INDIVIDUAL COMPOUNDS AND HYDROCARBON SOLVENTS ARE SPECIFIED IN CCR, TITLE 17, SECTIONS 94700 AND 94701.

MOISTURE CONTENT. THE WEIGHT OF THE WATER IN WOOD EXPRESSED IN PERCENTAGE OF THE WEIGHT OF THE OVEN-DRY WOOD.

PRODUCT-WEIGHTED MIR (PWMIR). THE SUM OF ALL WEIGHTED-MIR FOR ALL INGREDIENTS IN A PRODUCT SUBJECT TO THIS ARTICLE. THE PWMIR IS THE TOTAL PRODUCT REACTIVITY EXPRESSED TO HUNDREDTHS OF A GRAM OF OZONE FORMED PER GRAM OF PRODUCT (EXCLUDING CONTAINER AND PACKAGING).
NOTE: PWMIR IS CALCULATED ACCORDING TO EQUATIONS FOUND IN CCR, TITLE 17, SECTION 94521 (A).

REACTIVE ORGANIC COMPOUND (ROC). ANY COMPOUND THAT HAS THE POTENTIAL, ONCE EMITTED, TO CONTRIBUTE TO OZONE FORMATION IN THE TROPOSPHERE.

VOC. A VOLATILE ORGANIC COMPOUND (VOC) BROADLY DEFINED AS A CHEMICAL COMPOUND BASED ON CARBON CHAINS OR RINGS WITH VAPOR PRESSURES GREATER THAN 0.1 MILLIMETERS OF MERCURY AT ROOM TEMPERATURE. THESE COMPOUNDS TYPICALLY CONTAIN HYDROGEN AND MAY CONTAIN OXYGEN, NITROGEN AND OTHER ELEMENTS. SEE CCR TITLE 17, SECTION 94508(A).

4.503 FIREPLACES

4.503.1 GENERAL. ANY INSTALLED GAS FIREPLACE SHALL BE A DIRECT-VENT SEALED-COMBUSTION TYPE. ANY INSTALLED WOODSTOVE OR PELLET STOVE SHALL COMPLY WITH U.S. EPA NEW SOURCE PERFORMANCE STANDARDS (NSPS) EMISSION LIMITS AS APPLICABLE, AND SHALL HAVE A PERMANENT LABEL INDICATING THEY ARE CERTIFIED TO MEET THE EMISSION LIMITS. WOODSTOVES, PELLET STOVES AND FIREPLACES SHALL ALSO COMPLY WITH APPLICABLE LOCAL ORDINANCES.

4.504 POLLUTANT CONTROL

4.504.1 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. AT THE TIME OF ROUGH INSTALLATION, DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF WATER, DUST OR DEBRIS WHICH MAY ENTER THE SYSTEM.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. FINISH MATERIALS SHALL COMPLY WITH THIS SECTION.

4.504.2.1 ADHESIVES, SEALANTS AND CAULKS. ADHESIVES, SEALANT AND CAULKS USED ON THE PROJECT SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARDS UNLESS MORE STRINGENT LOCAL OR REGIONAL AIR POLLUTION OR AIR QUALITY MANAGEMENT DISTRICT RULES APPLY:

1. ADHESIVES, ADHESIVE BONDING PRIMERS, ADHESIVE PRIMERS, SEALANTS, SEALANT PRIMERS AND CAULKS SHALL COMPLY WITH LOCAL OR REGIONAL AIR POLLUTION CONTROL OR AIR QUALITY MANAGEMENT DISTRICT RULES WHERE APPLICABLE OR SCAQMD RULE 1168 VOC LIMITS, AS SHOWN IN TABLE 4.504.1 OR 4.504.2, AS APPLICABLE. SUCH PRODUCTS ALSO SHALL COMPLY WITH THE RULE 1168 PROHIBITION ON THE USE OF CERTAIN TOXIC COMPOUNDS (CHLOROFORM, ETHYLENE DICHLORIDE, METHYLENE CHLORIDE, PERCHLOROETHYLENE AND TRICLOROETHYLENE), EXCEPT FOR AEROSOL PRODUCTS, AS SPECIFIED IN SUBSECTION 2 BELOW.
2. AEROSOL ADHESIVES, AND SMALLER UNIT SIZES OF ADHESIVES, AND SEALANT OR CAULKING COMPOUNDS (IN UNITS OF PRODUCT, LESS PACKAGING, WHICH DO NOT WEIGH MORE THAN 1 POUND AND DO NOT CONSIST OF MORE THAN 16 FLUID OUNCES) SHALL COMPLY WITH STATEWIDE VOC STANDARDS AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS, OF *CALIFORNIA CODE OF REGULATIONS*, TITLE 17, COMMENCING WITH SECTION 94507.

4.504.2.2 PAINTS AND COATINGS. ARCHITECTURAL PAINTS AND COATINGS SHALL COMPLY WITH VOC LIMITS IN TABLE 1 OF THE ARB ARCHITECTURAL SUGGESTED CONTROL MEASURE, AS SHOWN IN TABLE 4.504.3, UNLESS MORE STRINGENT LOCAL LIMITS APPLY. THE VOC CONTENT LIMIT FOR COATINGS THAT DO NOT MEET THE DEFINITIONS FOR THE SPECIALTY COATINGS CATEGORIES LISTED IN TABLE 4.504.3 SHALL BE DETERMINED BY CLASSIFYING THE COATING AS A FLAT, NONFLAT OR NONFLAT-HIGH GLOSS COATING, BASED ON ITS GLOSS, AS DEFINED IN SUBSECTIONS 4.21, 4.36, AND 4.37 OF THE 2007 CALIFORNIA AIR RESOURCES BOARD, SUGGESTED CONTROL MEASURE, AND THE CORRESPONDING FLAT, NONFLAT OR NONFLAT-HIGH GLOSS VOC LIMIT IN TABLE 4.504.3 SHALL APPLY.

4.504.2.3 AEROSOL PAINTS AND COATINGS. AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR ROC IN SECTION 94522(A)(2) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES, IN SECTIONS 94522(E)(1) AND (F)(1) OF *CALIFORNIA CODE OF REGULATIONS*, TITLE 17, COMMENCING WITH SECTION 94520; AND IN AREAS UNDER THE JURISDICTION OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT ADDITIONALLY COMPLY WITH THE PERCENT VOC BY WEIGHT OF PRODUCT LIMITS OF REGULATION 8, RULE 49.

4.504.2.4 VERIFICATION. VERIFICATION OF COMPLIANCE WITH THIS SECTION SHALL BE PROVIDED AT THE REQUEST OF THE ENFORCING AGENCY. DOCUMENTATION MAY INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

1. MANUFACTURER'S PRODUCT SPECIFICATION.
2. FIELD VERIFICATION OF ON-SITE PRODUCT CONTAINERS.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1,2]
(LESS WATER AND LESS EXEMPT COMPOUNDS IN GRAMS PER LITER)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.
2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT
(LESS WATER AND LESS EXEMPT COMPOUNDS IN GRAMS PER LITER)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NON-POROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[2,3]
GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[1]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS
2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.
3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.
2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

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Y	N/A	RESPON. PARTY

DIVISION 4.5 ENVIRONMENTAL QUALITY (CONTINUED)

4.504.3 CARPET SYSTEMS. ALL CARPET INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.2, JANUARY 2017 (EMISSION TESTING METHOD FOR CALIFORNIA SPECIFICATION 01350)

SEE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S WEBSITE FOR CERTIFICATION PROGRAMS AND TESTING LABS.

HTTPS://WWW.CDPH.CA.GOV/PROGRAMS/CCDPHP/DEODC/EHLB/IAQ/PAGES/VOC.ASPX.

4.504.3.1 CARPET CUSHION. ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.2, JANUARY 2017 (EMISSION TESTING METHOD FOR CALIFORNIA SPECIFICATION 01350)

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HTTPS://WWW.CDPH.CA.GOV/PROGRAMS/CCDPHP/DEODC/EHLB/IAQ/PAGES/VOC.ASPX.

4.504.3.2 CARPET ADHESIVE. ALL CARPET ADHESIVE SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. WHERE RESILIENT FLOORING IS INSTALLED, AT LEAST 80% OF FLOOR AREA RECEIVING RESILIENT FLOORING SHALL MEET THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.2, JANUARY 2017 (EMISSION TESTING METHOD FOR CALIFORNIA SPECIFICATION 01350)

SEE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S WEBSITE FOR CERTIFICATION PROGRAMS AND TESTING LABS.

HHTPS://WWW.CDPH.CA.GOV/PROGRAMS/CCDPHP/DEODC/EHLB/IAQ/PAGES/VOC.ASPX.

4.504.5 COMPOSITE WOOD PRODUCTS. HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR OR EXTERIOR OF THE BUILDINGS SHALL MEET THE REQUIREMENTS FOR FORMALDEHYDE AS SPECIFIED IN ARB'S AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD (17 CCR 93120 ET SEQ.), BY OR BEFORE THE DATES SPECIFIED IN THOSE SECTIONS, AS SHOWN IN TABLE 4.504.5

4.504.5.1 DOCUMENTATION. VERIFICATION OF COMPLIANCE WITH THIS SECTION SHALL BE PROVIDED AS REQUESTED BY THE ENFORCING AGENCY. DOCUMENTATION SHALL INCLUDE AT LEAST ONE OF THE FOLLOWING:

1. PRODUCT CERTIFICATIONS AND SPECIFICATIONS.
2. CHAIN OF CUSTODY CERTIFICATIONS.
3. PRODUCT LABELED AND INVOICED AS MEETING THE COMPOSITE WOOD PRODUCTS REGULATION (SEE CCR, TITLE 17, SECTION 93120, ET SEQ.).
4. EXTERIOR GRADE PRODUCTS MARKED AS MEETING THE PS-1 OR PS-2 STANDARDS OF THE ENGINEERED WOOD ASSOCIATION, THE AUSTRALIAN AS/NZS 2269, EUROPEAN 636 3S STANDARDS, AND CANADIAN CSA 0121, CSA 0151, CSA 0153 AND CSA 0325 STANDARDS.
5. OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY.

4.505 INTERIOR MOISTURE CONTROL

4.505.1 GENERAL. BUILDINGS SHALL MEET OR EXCEED THE PROVISIONS OF THE *CALIFORNIA BUILDING STANDARDS CODE*.

4.505.2 CONCRETE SLAB FOUNDATIONS. CONCRETE SLAB FOUNDATIONS REQUIRED TO HAVE A VAPOR RETARDER BY CALIFORNIA BUILDING CODE, CHAPTER 19, OR CONCRETE SLAB-ON-GROUND FLOORS REQUIRED TO HAVE A VAPOR RETARDER BY THE CALIFORNIA RESIDENTIAL CODE, CHAPTER 5, SHALL ALSO COMPLY WITH THIS SECTION.

4.505.2.1 CAPILLARY BREAK. A CAPILLARY BREAK SHALL BE INSTALLED IN COMPLIANCE WITH AT LEAST ONE OF THE FOLLOWING:

1. A 4-INCH (101.6 MM) THICK BASE OF 1/2 INCH (12.7MM) OR LARGER CLEAN AGGREGATE SHALL BE PROVIDED WITH A VAPOR BARRIER IN DIRECT CONTACT WITH CONCRETE AND A CONCRETE MIX DESIGN, WHICH WILL ADDRESS BLEEDING, SHRINKAGE, AND CURLING, SHALL BE USED. FOR ADDITIONAL INFORMATION, SEE AMERICAN CONCRETE INSTITUTE, ACI 302.2R-06.
2. OTHER EQUIVALENT METHODS APPROVED BY THE ENFORCING AGENCY.
3. A SLAB DESIGN SPECIFIED BY A LICENSED DESIGN PROFESSIONAL.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT BE INSTALLED. WALL AND FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN THE FRAMING MEMBERS EXCEED 19 PERCENT MOISTURE CONTENT. MOISTURE CONTENT SHALL BE VERIFIED IN COMPLIANCE WITH THE FOLLOWING:

1. MOISTURE CONTENT SHALL BE DETERMINED WITH EITHER A PROBE-TYPE OR CONTACT-TYPE MOISTURE METER.EQUIVALENT MOISTURE VERIFICATION METHODS MAY BE APPROVED BY THE ENFORCING AGENCY AND SHALL SATISFY REQUIREMENTS FOUND IN SECTION 101.8 OF THIS CODE.
2. MOISTURE READINGS SHALL BE TAKEN AT A POINT 2 FEET (610 MM) TO 4 FEET (1219 MM) FROM THE GRADE STAMPED END OF EACH PIECE VERIFIED.
3. AT LEAST THREE RANDOM MOISTURE READINGS SHALL BE PERFORMED ON WALL AND FLOOR FRAMING WITH DOCUMENTATION ACCEPTABLE TO THE ENFORCING AGENCY PROVIDED AT THE TIME OF APPROVAL TO ENCLOSE THE WALL AND FLOOR FRAMING.

INSULATION PRODUCTS WHICH ARE VISIBLY WET OR HAVE A HIGH MOISTURE CONTENT SHALL BE REPLACED OR ALLOWED TO DRY PRIOR TO ENCLOSURE IN WALL OR FLOOR CAVITIES. WET-APPLIED INSULATION PRODUCTS SHALL FOLLOW THE MANUFACTURERS' DRYING RECOMMENDATIONS PRIOR TO ENCLOSURE.

4.506 INDOOR AIR QUALITY AND EXHAUST

4.506.1 BATHROOM EXHAUST FANS. EACH BATHROOM SHALL BE MECHANICALLY VENTILATED AND SHALL COMPLY WITH THE FOLLOWING:

1. FANS SHALL BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING.
2. UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST BE CONTROLLED BY A HUMIDITY CONTROL.

A. HUMIDITY CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE LESS THAN OR EQUAL TO 50% TO A MAXIMUM OF 80%. A HUMIDITY CONTROL MAY UTILIZE MANUAL OR AUTOMATIC MEANS OF ADJUSTMENT.
B. A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE NTEGRAL (I.E., BUILT-IN)

NOTES:

1. FOR THE PURPOSES OF THIS SECTION, A BATHROOM IS A ROOM WHICH CONTAINS A BATHTUB, SHOWER OR TUB/SHOWER COMBINATION.
2. LIGHTING INTEGRAL TO BATHROOM EXHAUST FANS SHALL COMPLY WITH THE *CALIFORNIA ENERGY CODE*.

4.507 ENVIRONMENTAL COMFORT

4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. HEATING AND AIR CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED AND HAVE THEIR EQUIPMENT SELECTED USING THE FOLLOWING METHODS:

1. THE HEAT LOSS AND HEAT GAIN IS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J - 2011 (RESIDENTIAL LOAD CALCULATION), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
2. DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 1 MANUAL D - 2014 (RESIDENTIAL DUCT SYSTEMS), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
3. SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S - 2014 (RESIDENTIAL EQUIPMENT SELECTION), OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.

EXCEPTION: USE OF ALTERNATE DESIGN TEMPERATURES NECESSARY TO ENSURE THE SYSTEM FUNCTIONS ARE ACCEPTABLE.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS

702.1 INSTALLER TRAINING. HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS INCLUDING DUCTS AND EQUIPMENT BY A NATIONALLY OR REGIONALLY RECOGNIZED TRAINING OR CERTIFICATION PROGRAM. UNCERTIFIED PERSONS MAY PERFORM HVAC INSTALLATIONS WHEN UNDER THE DIRECT SUPERVISION AND RESPONSIBILITY OF A PERSON TRAINED AND CERTIFIED TO INSTALL HVAC SYSTEMS OR CONTRACTOR LICENSED TO INSTALL HVAC SYSTEMS. EXAMPLES OF ACCEPTABLE HVAC TRAINING AND CERTIFICATION PROGRAMS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. STATE CERTIFIED APPRENTICESHIP PROGRAMS.
2. PUBLIC UTILITY TRAINING PROGRAMS.
3. TRAINING PROGRAMS SPONSORED BY TRADE, LABOR OR STATEWIDE ENERGY CONSULTING OR VERIFICATION ORGANIZATIONS.
4. PROGRAMS SPONSORED BY MANUFACTURING ORGANIZATIONS.
5. OTHER PROGRAMS ACCEPTABLE TO THE ENFORCING AGENCY.

702.2 SPECIAL INSPECTION (HCD). WHEN REQUIRED BY THE ENFORCING AGENCY, THE OWNER OR THE RESPONSIBLE ENTITY ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTION OR OTHER DUTIES NECESSARY TO SUBSTANTIATE COMPLIANCE WITH THIS CODE. SPECIAL INSPECTORS SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE ENFORCING AGENCY FOR THE PARTICULAR TYPE OF INSPECTION OR TASK TO BE PERFORMED. IN ADDITION TO OTHER CERTIFICATIONS OR QUALIFICATIONS ACCEPTABLE TO THE ENFORCING AGENCY, THE FOLLOWING CERTIFICATIONS OR EDUCATION MAY BE CONSIDERED BY THE ENFORCING AGENCY WHEN EVALUATING THE QUALIFICATIONS OF A SPECIAL INSPECTOR:

1. CERTIFICATION BY A NATIONAL OR REGIONAL GREEN BUILDING PROGRAM OR STANDARD PUBLISHER.
2. CERTIFICATION BY A STATEWIDE ENERGY CONSULTING OR VERIFICATION ORGANIZATION, SUCH AS HERS RATERS, BUILDING PERFORMANCE CONTRACTORS, AND HOME ENERGY AUDITORS.
3. SUCCESSFUL COMPLETION OF A THIRD PARTY APPRENTICE TRAINING PROGRAM IN THE APPROPRIATE TRADE.
4. OTHER PROGRAMS ACCEPTABLE TO THE ENFORCING AGENCY.

NOTES:
1. SPECIAL INSPECTORS SHALL BE INDEPENDENT ENTITIES WITH NO FINANCIAL INTEREST IN THE MATERIALS OR THE PROJECT THEY ARE INSPECTING FOR COMPLIANCE WITH THIS CODE.
2. HERS RATERS ARE SPECIAL INSPECTORS CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION (CEC) TO RATE HOMES IN CALIFORNIA ACCORDING TO THE HOME ENERGY RATING SYSTEM (HERS).

[BSC] WHEN REQUIRED BY THE ENFORCING AGENCY, THE OWNER OR THE RESPONSIBLE ENTITY ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTION OR OTHER DUTIES NECESSARY TO SUBSTANTIATE COMPLIANCE WITH THIS CODE. SPECIAL INSPECTORS SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE ENFORCING AGENCY FOR THE PARTICULAR TYPE OF INSPECTION OR TASK TO BE PERFORMED. IN ADDITION, THE SPECIAL INSPECTOR SHALL HAVE A CERTIFICATION FROM A RECOGNIZED STATE, NATIONAL OR INTERNATIONAL ASSOCIATION, AS DETERMINED BY THE LOCAL AGENCY. THE AREA OF CERTIFICATION SHALL BE CLOSELY RELATED TO THE PRIMARY JOB FUNCTION, AS DETERMINED BY THE LOCAL AGENCY.

NOTE: SPECIAL INSPECTORS SHALL BE INDEPENDENT ENTITIES WITH NO FINANCIAL INTEREST IN THE MATERIALS OR THE PROJECT THEY ARE INSPECTING FOR COMPLIANCE WITH THIS CODE.

703 VERIFICATIONS

703.1 DOCUMENTATION. DOCUMENTATION USED TO SHOW COMPLIANCE WITH THIS CODE SHALL INCLUDE BUT IS NOT LIMITED TO, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, BUILDER OR INSTALLER CERTIFICATION, INSPECTION REPORTS, OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY WHICH DEMONSTRATE SUBSTANTIAL CONFORMANCE. WHEN SPECIFIC DOCUMENTATION OR SPECIAL INSPECTION IS NECESSARY TO VERIFY COMPLIANCE, THAT METHOD OF COMPLIANCE WILL BE SPECIFIED IN THE APPROPRIATE SECTION OR IDENTIFIED APPLICABLE CHECKLIST.

2022 CALGREEN RESIDENTIAL CHECKLIST (3/3)

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Note: Artist's conception; colors, materials, application, and landscape treatment may vary.

PLAN 1 | Conceptual Perspective

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-1

0 4 8 16

DESIGN REVIEW SUBMITTAL

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Right

Rear

Note: Artist's Conception; Colors, Materials and Application May Vary.

Left

Color Scheme 3

Front

BUILDING MATERIAL: MEDITERRANEAN STYLE

Roof:	'S' Tile Roof
Exterior:	Stucco Finish
Accents:	Sculpted Foam Base at Porch
Window & Door Trim:	Stucco Over Foam
Window Accents:	Stucco Over Foam Trim Surround
Entry Door:	Decorative Front Entry Door
Entry Accents:	Sculpted Trim Surround
Garage Door:	Sectional Garage Doors

PLAN 1 | Conceptual Elevations

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-2

0 4 8 16

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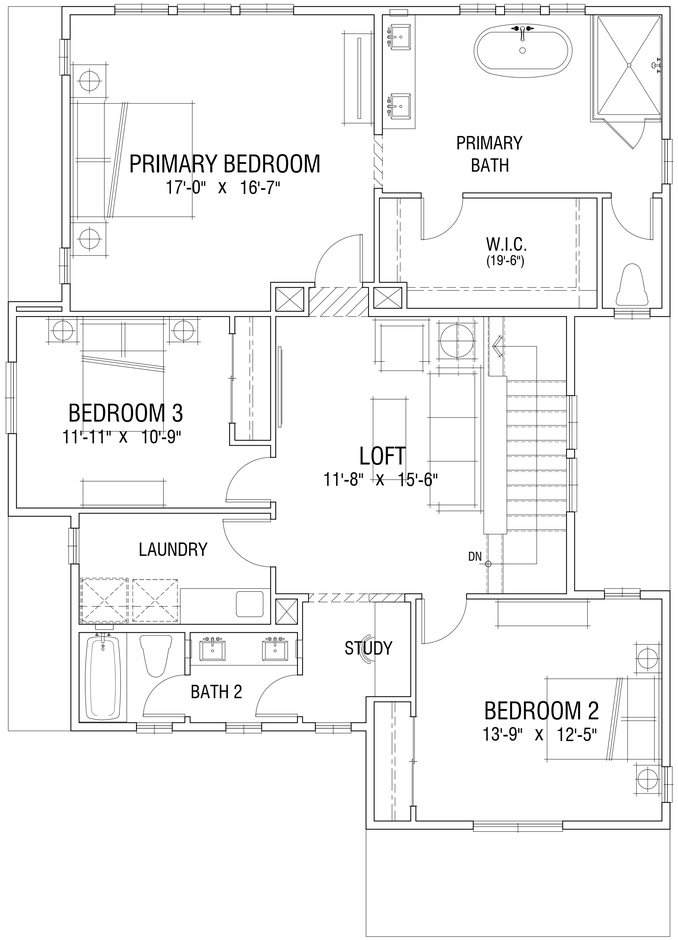
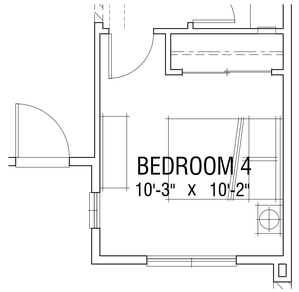
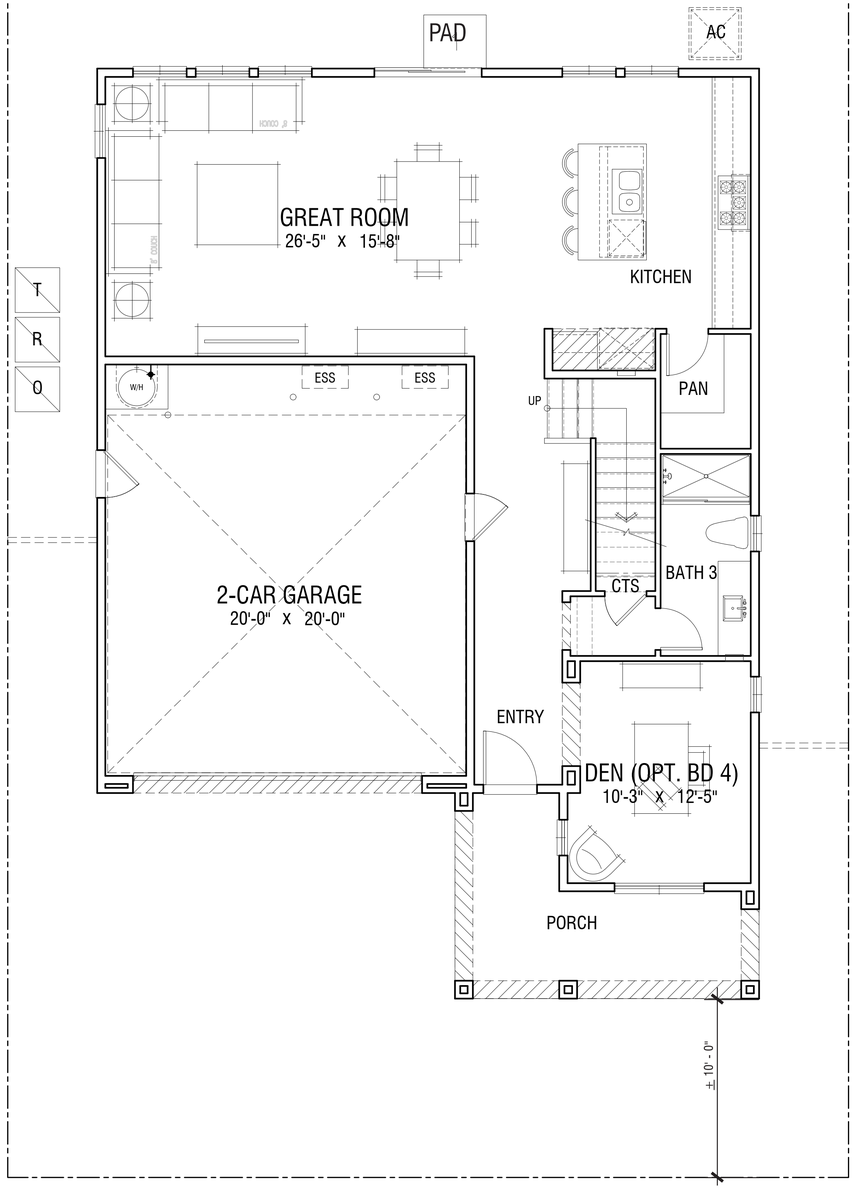


Second Level



Opt. Bedroom 4 at Den

Plan Stats
±2,419 SF
3 Bedroom | 3 Bath
Loft | Den (Opt. Bd 4)
Opt. California Room
2-Car Garage



First Level

NOTE:
1. SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION
2. FURTHER FLOOR PLAN COORDINATION NEEDED TO REFLECT CONCEPTUAL ELEVATION DESIGN

OCCUPANCY:	R3
CONSTRUCTION TYPE:	VB
SPRINKLER SYSTEM:	13D

PLAN 1 | Conceptual Floor Plans

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-3

0 4 8 16

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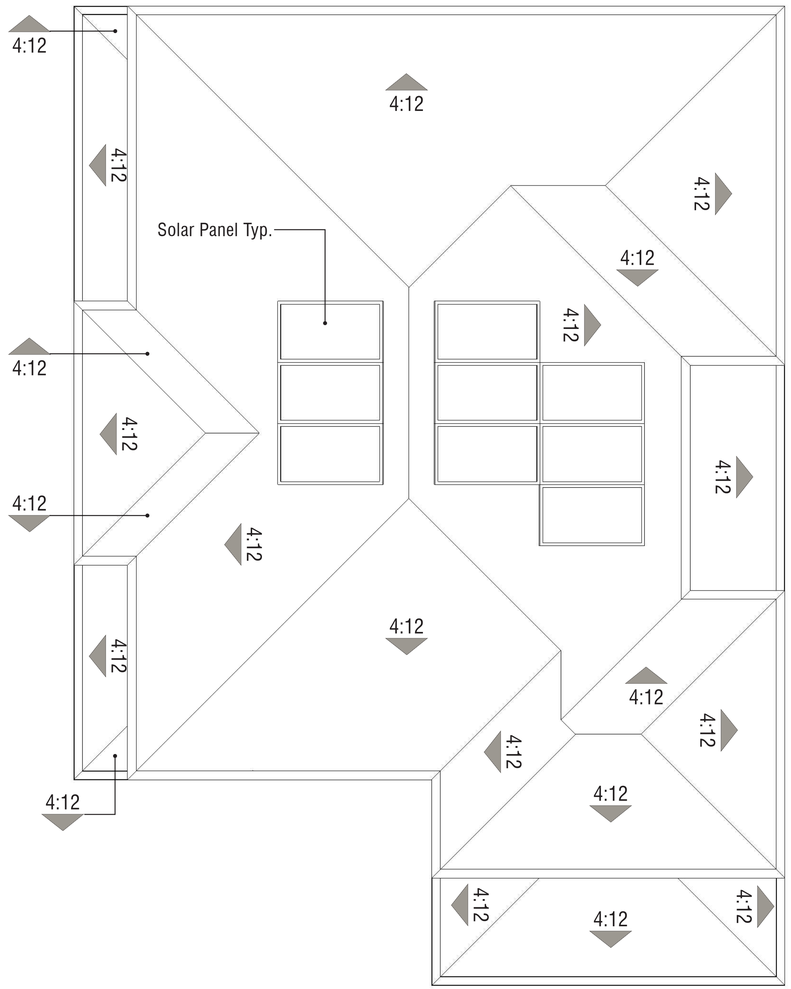

Roof Pitch: 4:12
Rake: 1’-0”
Eave: 1’-0”

PLAN 1 | Conceptual Roof Plan

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-4

0 4 8 16

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ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

Right

Rear

Note: Artist's Conception; Colors, Materials and Application May Vary.

Left

Color Scheme 2

Front

BUILDING MATERIAL: MEDITERRANEAN STYLE

Roof:	'S' Tile Roof
Exterior:	Stucco Finish
Accents:	Sculpted Foam Base at Porch
Window & Door Trim:	Stucco Over Foam
Window Accents:	Stucco Over Foam Trim Surround
Entry Door:	Decorative Front Entry Door
Entry Accents:	Sculpted Trim Surround
Garage Door:	Sectional Garage Doors

PLAN 1R | Conceptual Elevations

RANCHO RIDGE, LLC.

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ORANGE, CA

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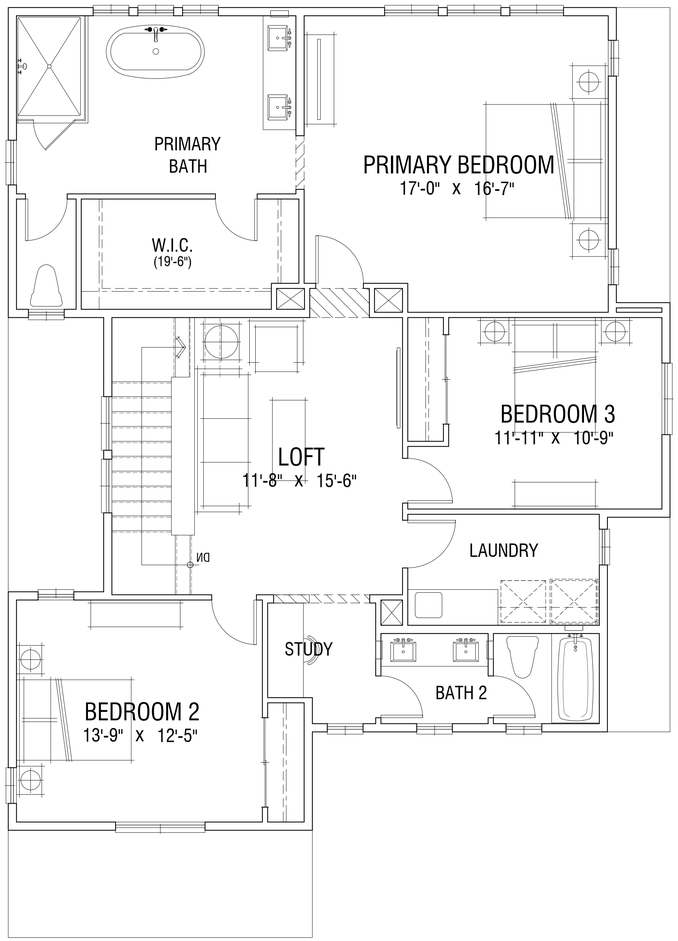
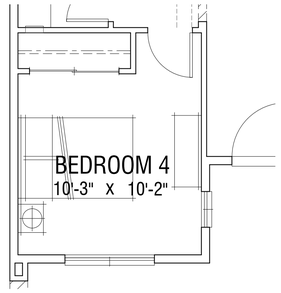
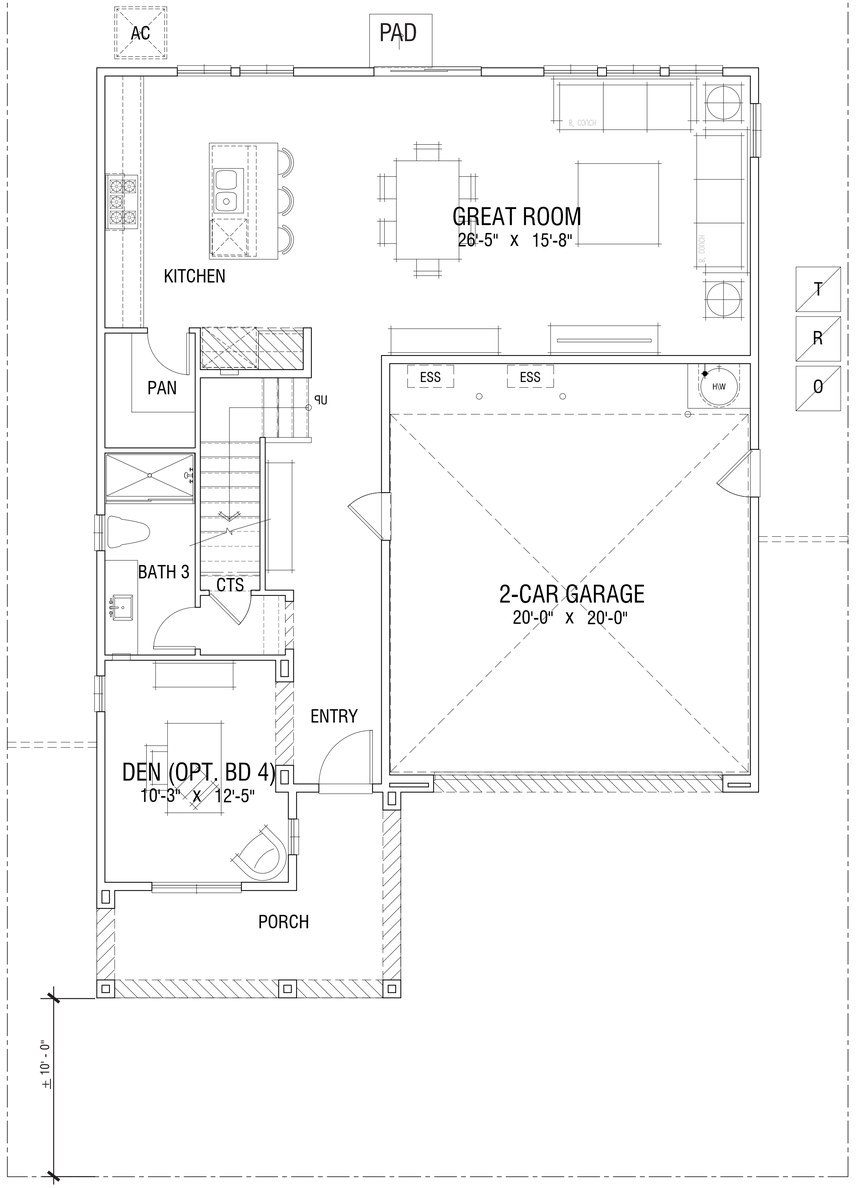


Second Level



Opt. Bedroom 4 at Den

Plan Stats
±2,419 SF
3 Bedroom | 3 Bath
Loft | Den (Opt. Bd 4)
Opt. California Room
2-Car Garage



First Level

NOTE:
1. SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION
2. FURTHER FLOOR PLAN COORDINATION NEEDED TO REFLECT CONCEPTUAL ELEVATION DESIGN

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

PLAN 1R | Conceptual Floor Plans

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

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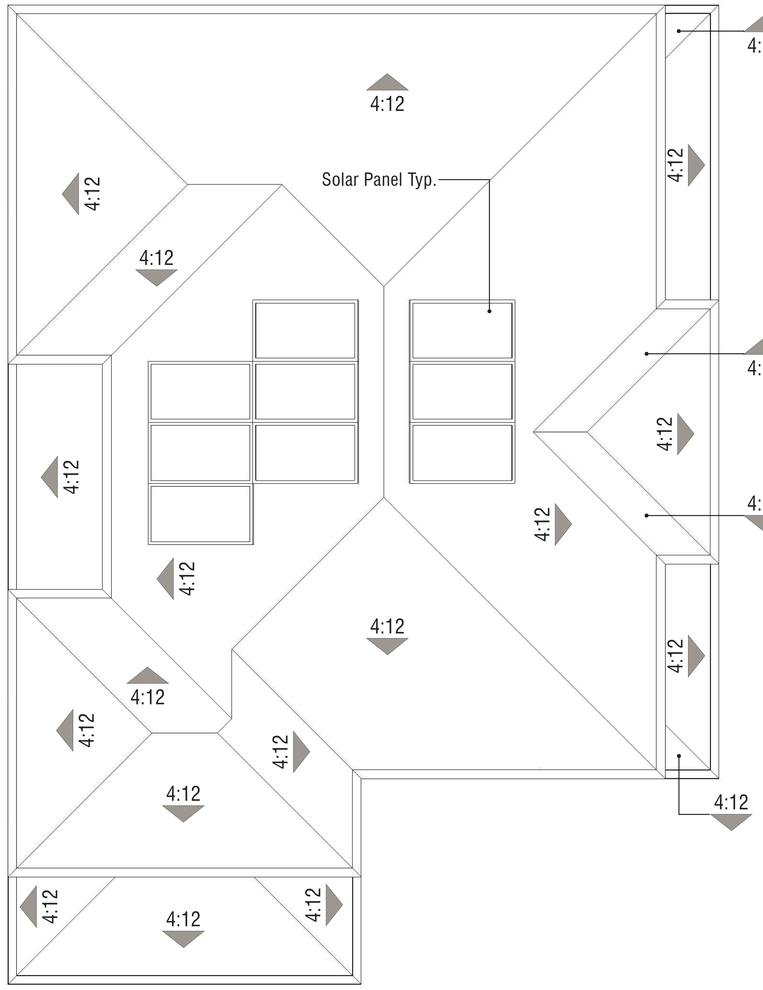

Roof Pitch: 4:12
Rake: 1’-0”
Eave: 1’-0”

PLAN 1 | Conceptual Roof Plan

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

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Note: Artist's conception; colors, materials, application, and landscape treatment may vary.

PLAN 2 | Conceptual Perspective

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647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

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ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

Right

Rear

Note: Artist's Conception; Colors, Materials and Application May Vary.

Left

Color Scheme 1

Front

BUILDING MATERIAL: MEDITERRANEAN STYLE

Roof:	'S' Tile Roof
Exterior:	Stucco Finish
Accents:	Sculpted Foam Trims
Window & Door Trim:	Stucco Over Foam
Window Accents:	Stucco Over Foam Trim Surround
Entry Door:	Decorative Front Entry Door
Entry Accents:	Sculpted Trim Surround
Garage Door:	Sectional Garage Doors

PLAN 2 | Conceptual Elevations

RANCHO RIDGE, LLC.

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ORANGE, CA

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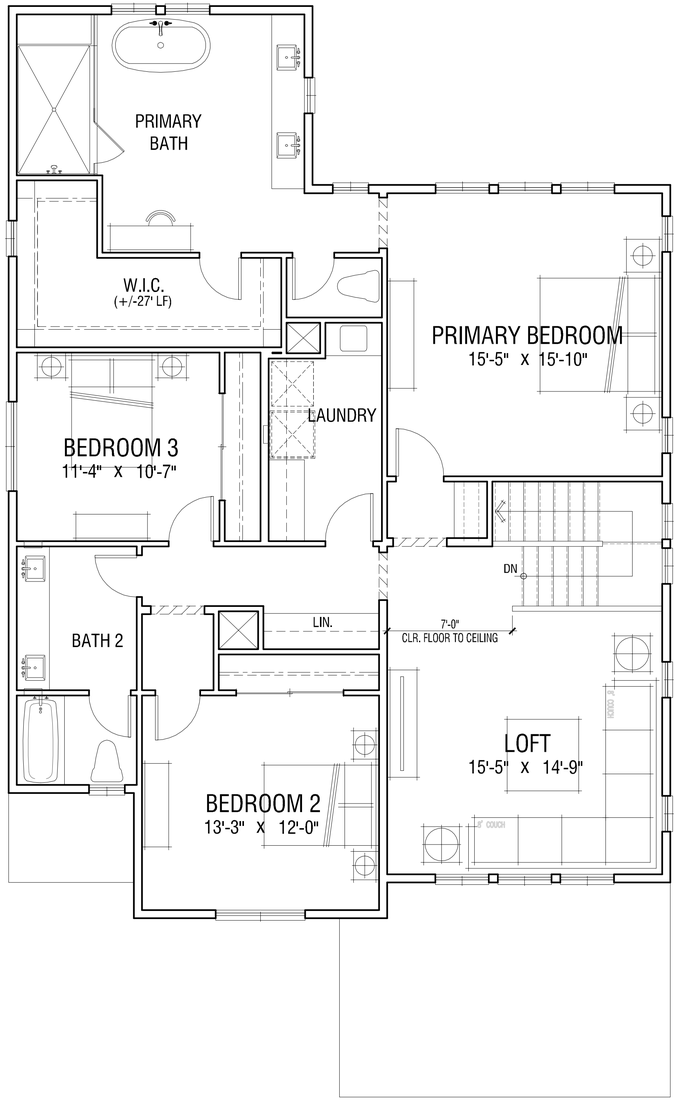
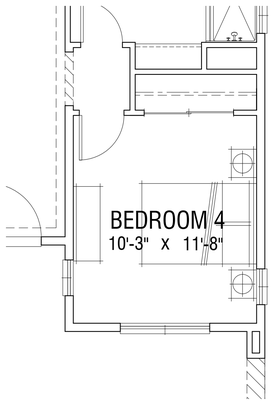
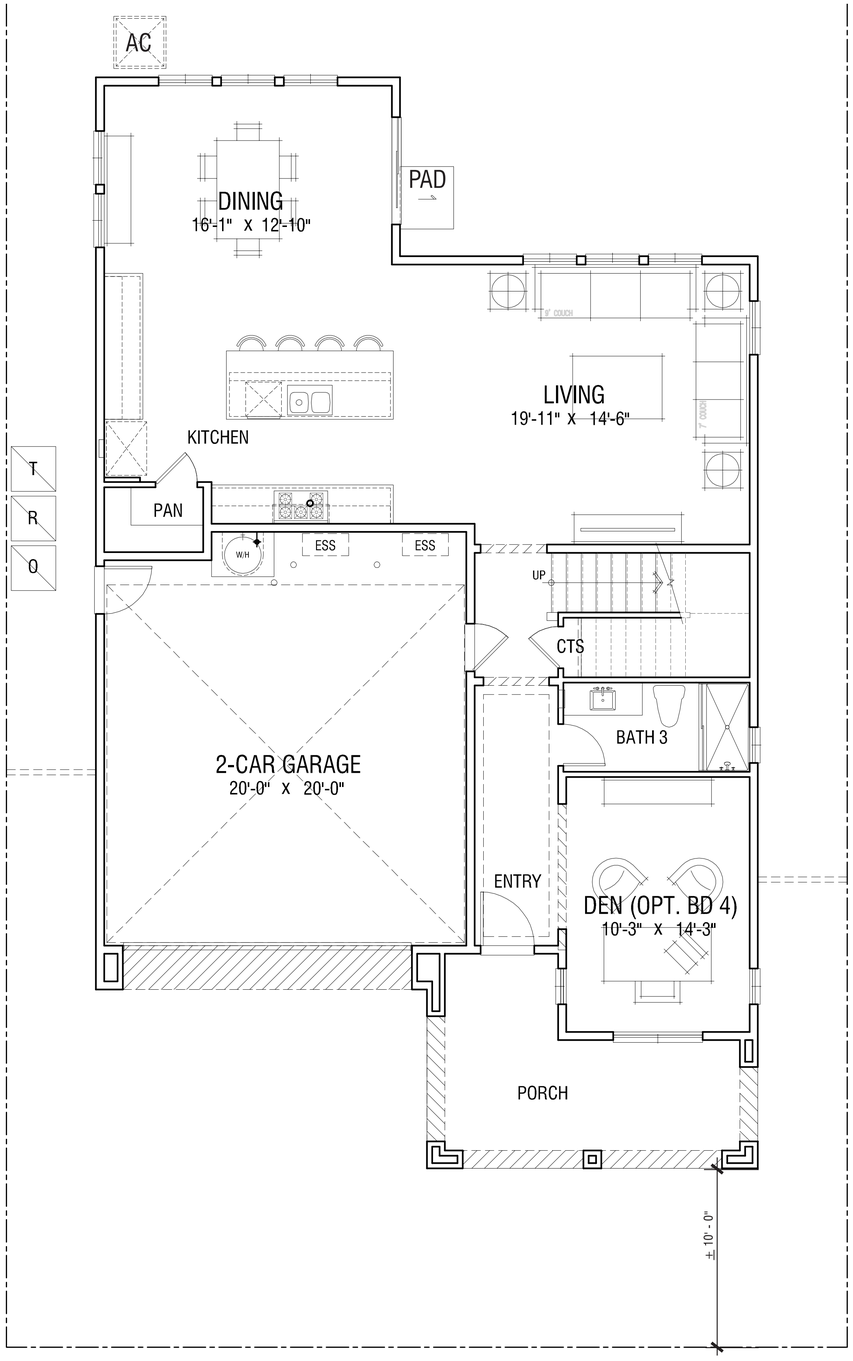


Second Level



Opt. Bedroom 4 at Den

Plan Stats
±2,725 SF
3 Bedroom | 2.5-3 Bath
Loft | Den (Opt. Bd 4)
Opt. California Room
2-Car Garage



First Level

NOTE:
1. SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION
2. FURTHER FLOOR PLAN COORDINATION NEEDED TO REFLECT CONCEPTUAL ELEVATION DESIGN

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

PLAN 2 | Conceptual Floor Plans

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-10

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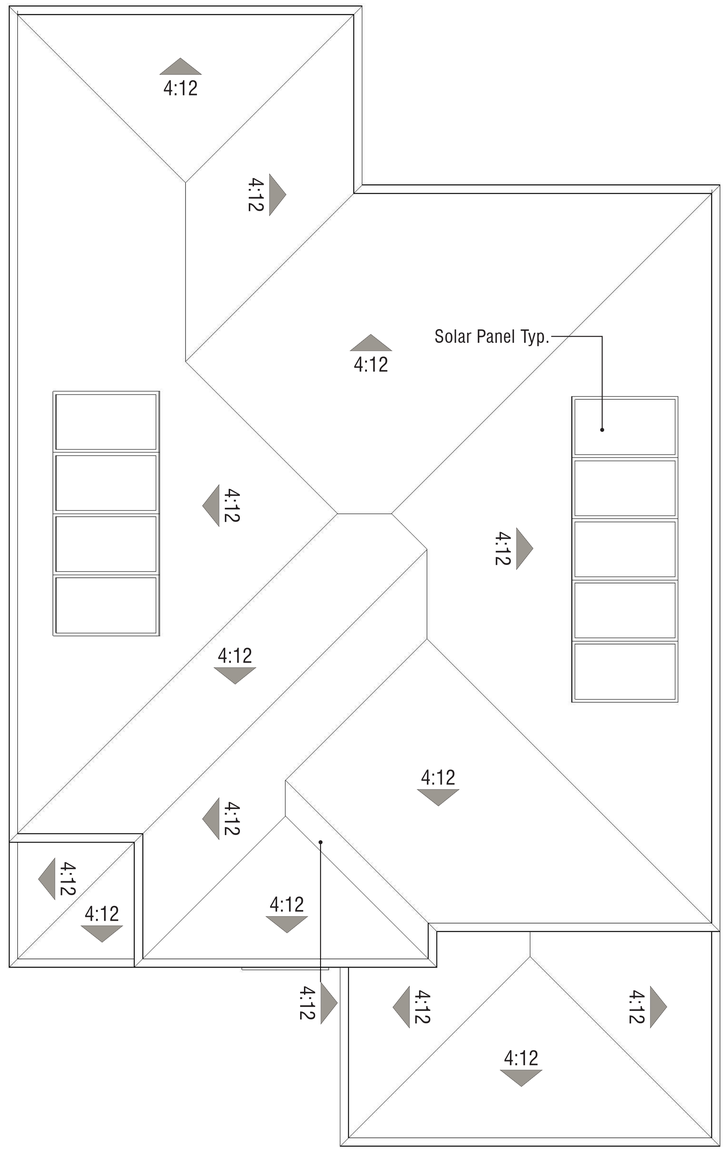

Roof Pitch: 4:12
Rake: 1’-0”
Eave: 1’-0”

PLAN 2 | Conceptual Roof Plan

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

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WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

Right

Rear

Note: Artist's Conception; Colors, Materials and Application May Vary.

Left

Color Scheme 2

Front

BUILDING MATERIAL: MEDITERRANEAN STYLE

Roof:	'S' Tile Roof
Exterior:	Stucco Finish
Accents:	Sculpted Foam Trims
Window & Door Trim:	Stucco Over Foam
Window Accents:	Stucco Over Foam Trim Surround
Entry Door:	Decorative Front Entry Door
Entry Accents:	Sculpted Trim Surround
Garage Door:	Sectional Garage Doors

PLAN 2R | Conceptual Elevations

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-12

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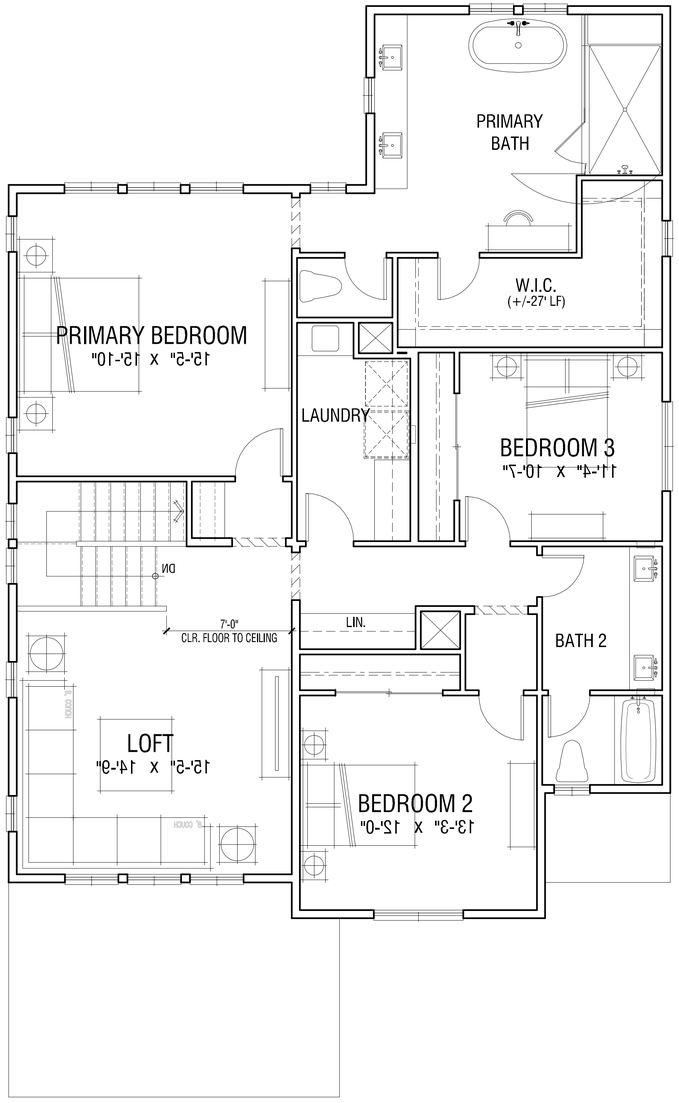
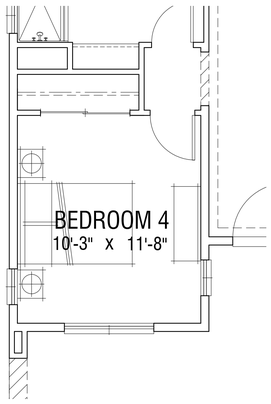
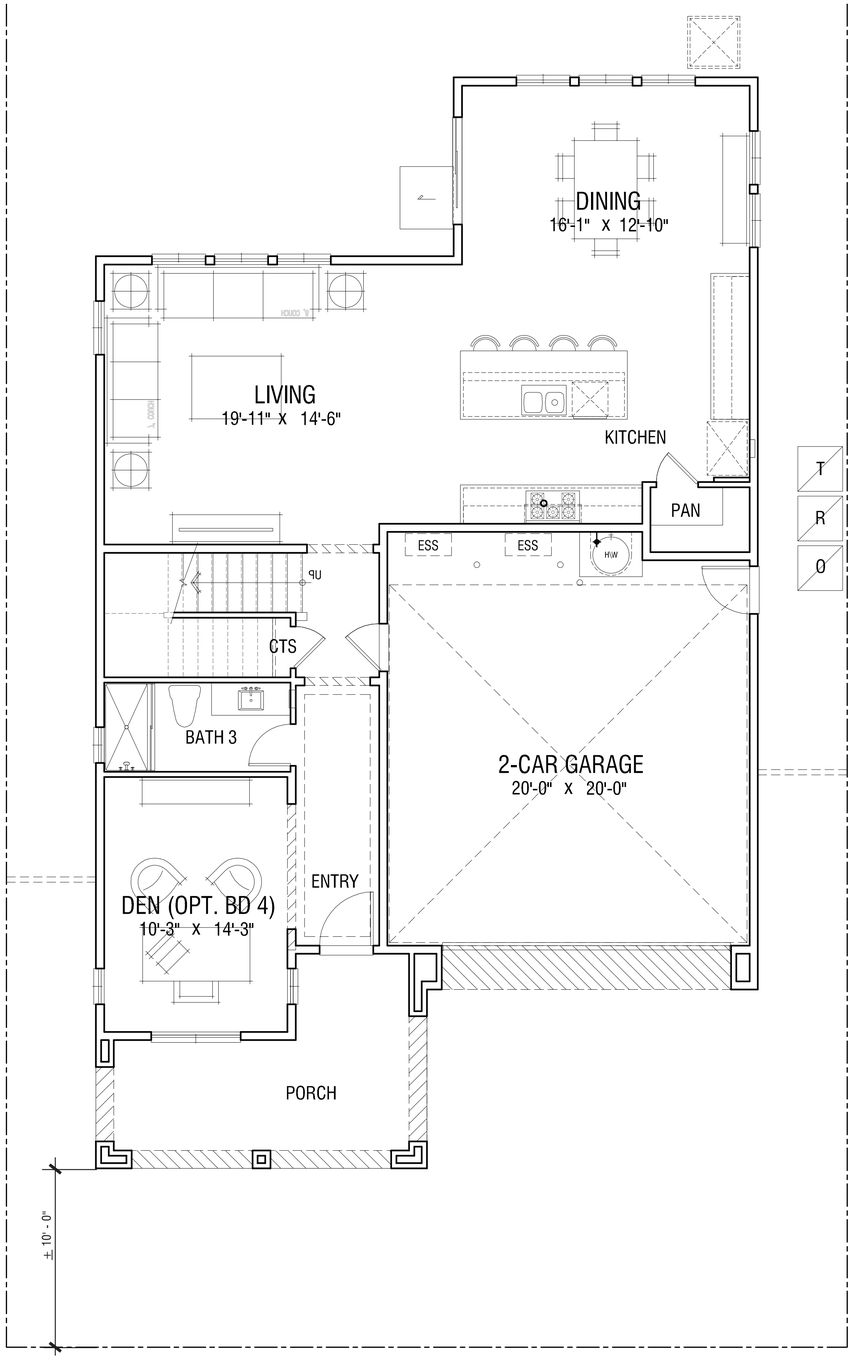


Second Level



Opt. Bedroom 4 at Den



First Level

Plan Stats
±2,725 SF
3 Bedroom | 2.5-3 Bath
Loft | Den (Opt. Bd 4)
Opt. California Room
2-Car Garage

NOTE:
1. SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION
2. FURTHER FLOOR PLAN COORDINATION NEEDED TO REFLECT CONCEPTUAL ELEVATION DESIGN

OCCUPANCY:	R3
CONSTRUCTION TYPE:	VB
SPRINKLER SYSTEM:	13D

PLAN 2R | Conceptual Floor Plans

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

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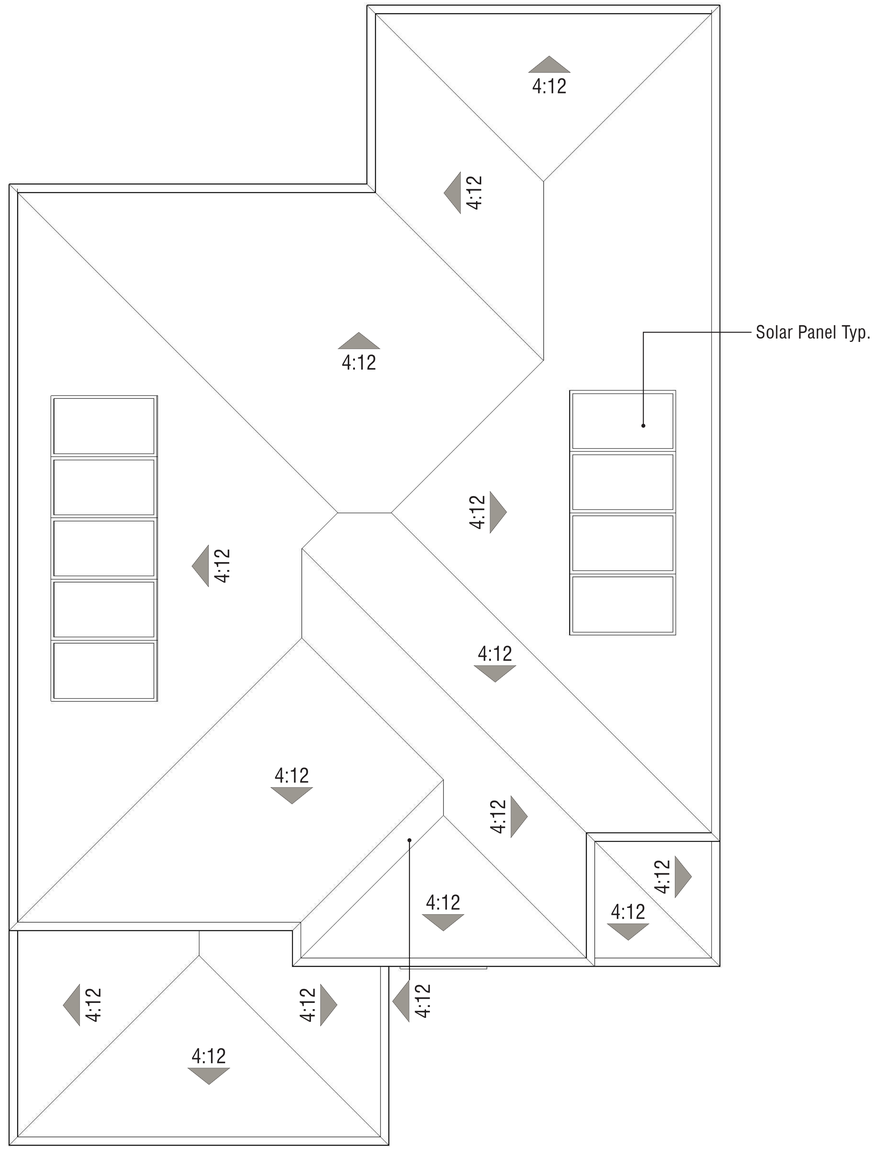

Roof Pitch: 4:12
Rake: 1’-0”
Eave: 1’-0”

PLAN 2R | Conceptual Roof Plan

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

A-14

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Exterior Color & Materials

SCHEME 1 — MEDITERRANEAN ELEVATIONS

Material	Color	Manufacturer
Roofing: Concrete 'S' Tile	3646 Sunset Blend Ref: .16 Emi: .94 A.SRI: 17 CRRC: 0918-0042	Eagle
Metal Bird Stop @ 'S' Tile *(factory finish)*	Black	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Half Round Gutters & Round Downspouts *(factory finish)*	Low Gloss White	Custom-Bilt Metals
Stucco Color #1 *(20/30 sand finish)*	SW 9120 Tumblin' Tumblweed	Sherwin Williams
Stucco Color #2 *(20/30 sand finish)*	SW 6155 Rice Grain	Sherwin Williams
Trim Color #1 *(applied to):* Columns Fascia Secondary Doors Stucco Trim	SW 7012 Creamy	Sherwin Williams
Trim Color #2 *(applied to):* Garage Door	SW 6104 Kaffee	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 7749 Laurel Woods	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Jennifer Sandate (949) 250-0607.

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Orange, California
RANCHO RIDGE, LLC
August 29, 2024 | 2021327
PAGE 2 OF 3

Exterior Color & Materials

SCHEME 2 — MEDITERRANEAN ELEVATIONS

Material	Color	Manufacturer
Roofing: Concrete 'S' Tile	3581 Arcadia Canyon Brown Ref: .13 Emi: .94 A.SRI: 16 CRRC: 0918-0043	Eagle
Metal Bird Stop @ 'S' Tile *(factory finish)*	Black	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Half Round Gutters & Round Downspouts *(factory finish)*	Low Gloss White	Custom-Bilt Metals
Stucco Color #1 *(20/30 sand finish)*	SW 9173 Shiitake	Sherwin Williams
Stucco Color #2 *(20/30 sand finish)*	SW 7567 Natural Tan	Sherwin Williams
Trim Color #1 *(applied to):* Columns Fascia Secondary Doors Stucco Trim	SW 7009 Pearly White	Sherwin Williams
Trim Color #2 *(applied to):* Garage Door	SW 7041 Van Dyke Brown	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 0032 Needlepoint Navy	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Jennifer Sandate (949) 250-0607.

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Orange, California
RANCHO RIDGE, LLC
August 29, 2024 | 2021327
PAGE 3 OF 3

Exterior Color & Materials

SCHEME 3 — MEDITERRANEAN ELEVATIONS

Material	Color	Manufacturer
Roofing: Concrete 'S' Tile	SCC 8825 Corona Del Mar Blend Ref: .14 Emi: .90 A.SRI: 16 CRRC: 0918-0074	Eagle
Metal Bird Stop @ 'S' Tile *(factory finish)*	Black	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Half Round Gutters & Round Downspouts *(factory finish)*	Low Gloss White	Custom-Bilt Metals
Stucco Color #1 *(20/30 sand finish)*	SW 9110 Malabar	Sherwin Williams
Stucco Color #2 *(20/30 sand finish)*	SW 9109 Natural Linen	Sherwin Williams
Trim Color #1 *(applied to):* Columns Fascia Secondary Doors Stucco Trim	SW 6070 Heron Plume	Sherwin Williams
Trim Color #2 *(applied to):* Garage Door	SW 7520 Dark Brown	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 6013 Bitter Chocolate	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Jennifer Sandate (949) 250-0607.

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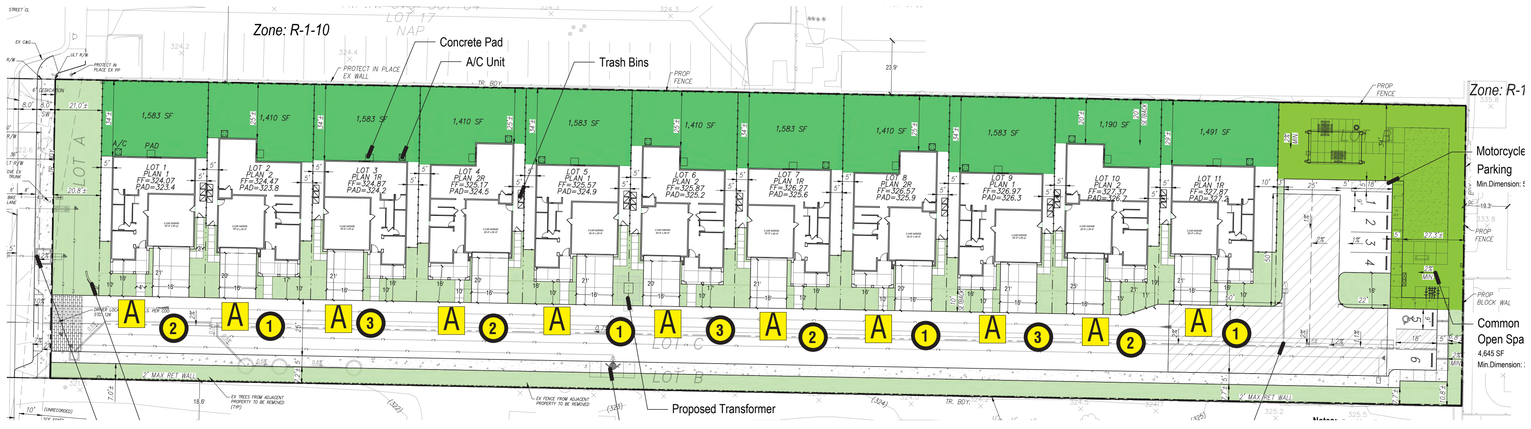
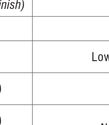


Color Assignments				
	A - Mediterranean			Total
Scheme	1	2	3	
Plan 1	5,11	1,7	3,9	6
Plan 2	2,8	4,10	6	5
Total	4	4	3	11

647 N. Rancho Santiago Blvd.		2021327
DATE	DESCRIPTION	INITIALS
4/4/23	C+E Assignments	J.S
8/29/24	R1	J.S.

Carriage House DC | 3498WGOB — Job Name: Job Type: Quantity: Comments:

PRODUCT DESCRIPTION
Carriage House DC is a traditional, early American style collection from Maxim Lighting International in Oriental Bronze finish with Water Glass glass.



MEASUREMENTS
DIMENSION : 14" W x 31" H x 18.5" Ext
BACK PLATE : 6.5" W x 15.5" H x 13" HCO
HANGING WEIGHT : 17.38 lb

LAMPING
INPUT VOLTAGE : 120V
LUMENS : 0 Rated
BULB : 3 x 40W Incandescent E12 Candelabra , 120W Total
BULB INCLUDED : (Not Included)
DIMMABLE : Yes

FINISHES OPTION
Oriental Bronze

GLASS
Water Glass WG

MATERIAL
Die Cast Aluminum, Glass

RATINGS
cETLus
Wet Location

ADDITIONAL
RATED LIFE 1,500 Hours
OPERATING TEMPERATURE: -20°C (-4°F), 40°C (104°F)

Always consult a qualified electrician before installing any lighting product.

MAXIM LIGHTING
WESTERN DISTRIBUTION CENTER (HEADQUARTER)
2331 NORTH WINELAND AVE | CITY OF INDUSTRY, CA 91746
EASTERN DISTRIBUTION CENTER
4200 SHIRLEY DR. | ATLANTA, GA 30336
P. 626.956.4200 | F. 626.956.4225 | maximlighting.com

Decorative Light Fixture

EXTERIOR COLOR AND MATERIALS

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

RANCHO RIDGE, LLC.

CM-1

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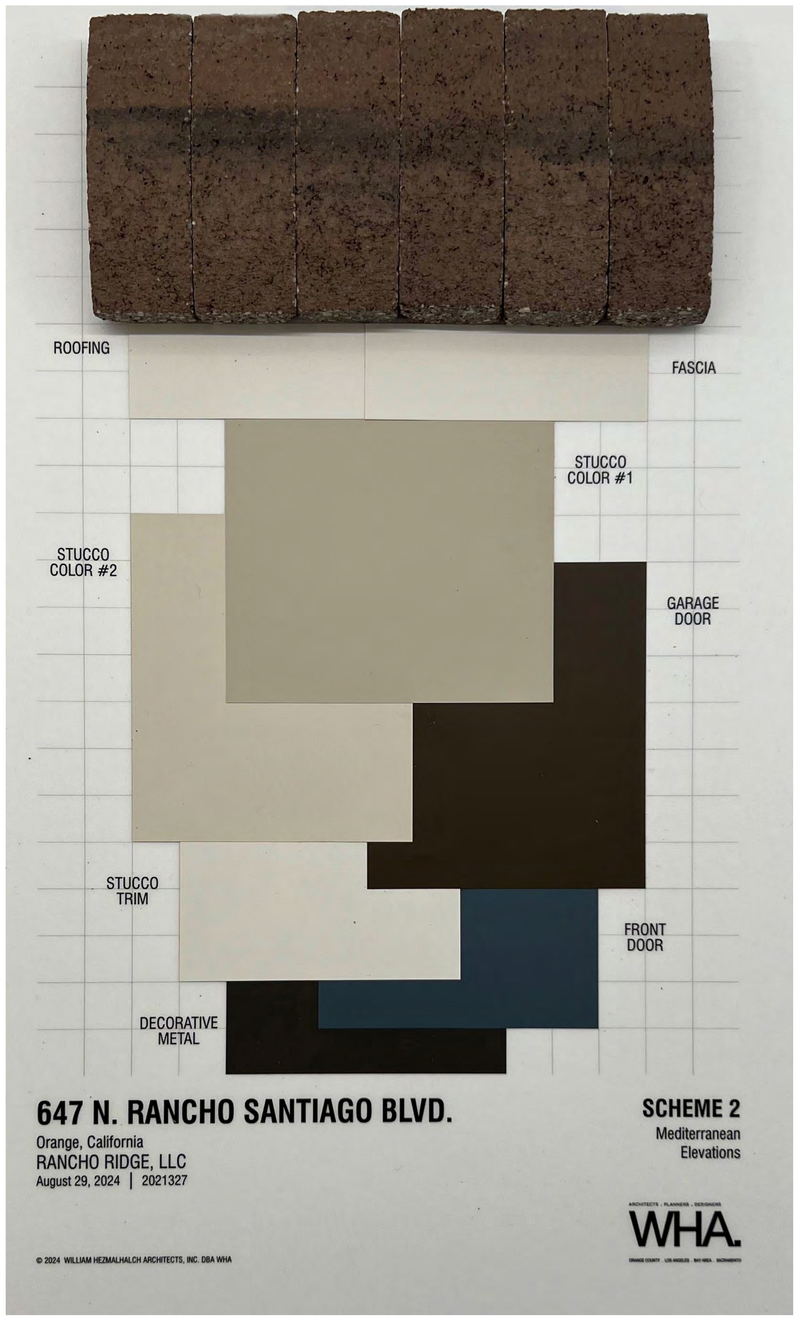

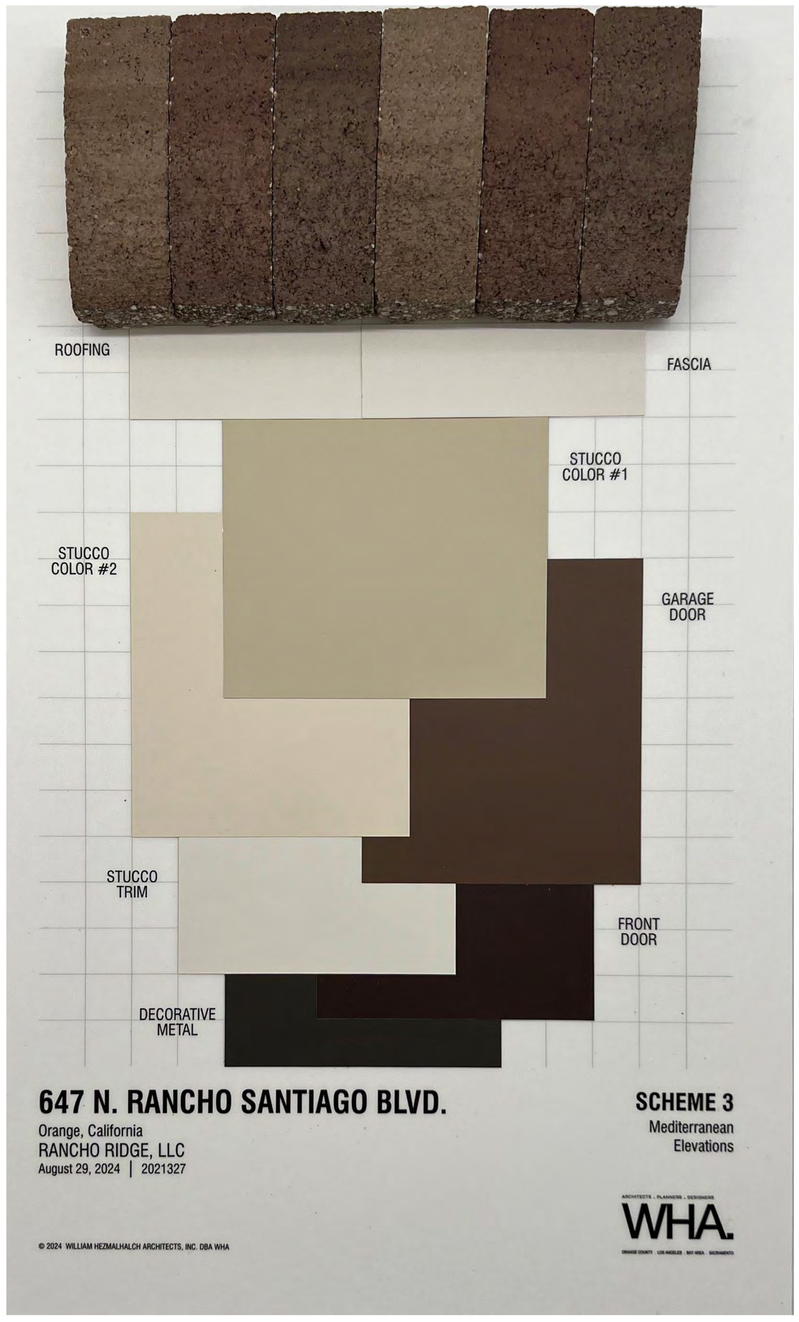

EXTERIOR COLOR AND MATERIALS

RANCHO RIDGE, LLC.

647 N. RANCHO SANTIAGO BLVD.

ORANGE, CA

CM-2

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Fuel Mod. Note: Refer to Conceptual Fuel Mod. plan by Dudek for additional information.

*Conceptual images (provided herein are conceptual and subject to change)

LEGEND

1. Community open space area with overhead structure, freestanding BBQ and picnic tables, lawn area for informal play, specimen tree for shade, and bench seating for small social events and group gatherings.
2. Two community cluster mailboxes per USPS review and approval. Color bronze.
3. Proposed wall, pilaster, gate or fence, per L2- Wall & Fence Plan.
4. Enhanced paving at main project entry.
5. Specimen Tree, California Sycamore per L3- Planting Plan.
6. Proposed tree, per L3- Planting Plan.
7. Blue Podocarpus green screen,
8. 5' wide community natural colored concrete sidewalk, with light top-cast finish and saw-cut joints.
9. 3' wide unit entry natural colored concrete walk, with light top-cast finish and saw-cut joints.
10. Natural colored concrete driveway, with light broom finish and tooled joints.
11. Community Entry monument, see L-3 sheet for additional information.
12. Common area landscape, builder installed and HOA maintained.
13. Guest parking stall.
14. Property line.
15. Proposed public street R.O.W.
16. Proposed 8ft wide public street sidewalk, per Civil plans.
17. Transformer to be screened with landscape, quantity and final locations to be determined.
18. Easement. Refer to Civil Engineer.
19. Existing wall. Refer to Civil Engineer.
20. Bike Rack. 1 3-loop bike rack to accommodate 5 bike parking spaces.
21. Community dog waste station.
22. ADA parking stall and striping.
23. Zone 0: (0-5') Ember resistant zone.
24. Zone A: (5-20') Irrigated structure setback.
25. Zone B: (50') Irrigated zone.
26. Off Site Equivalent Landscape FMP (Up to 100 feet.)

0 10' 20' 40'
Scale: 1" = 20'

Schematic Landscape Plan

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D
Date: September 24, 2025

L-1

647 N. RANCHO SANTIAGO BLVD.

studio PAD
Landscape Architecture
31195 La Baterra Drive (Ste 105)
Laguna Hills CA 92653 (www.studio-PAD.com)

*Conceptual images (provided herein are conceptual and subject to change)

0 4' 8' 16'
Scale: 1/8" = 1'-0"

Schematic Enlargement Plan - Community Open Space Area

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D
Date: September 24, 2025

L-2

647 N. RANCHO SANTIAGO BLVD.

studio PAD Landscape Architecture
23195 La Cadena Drive, Suite 100, Laguna Hills, CA 92653 www.studio-PAD.com

Split Face CMU Wall with cap.

Color: Tan - Split Face

CMU Pilaster Split Face with Precision cap.

Vinyl Fence - Tan

Vinyl Gate - Tan

CMU Stucco Project Sign Wall & Lettering, per City local standards.

WALL LEGEND

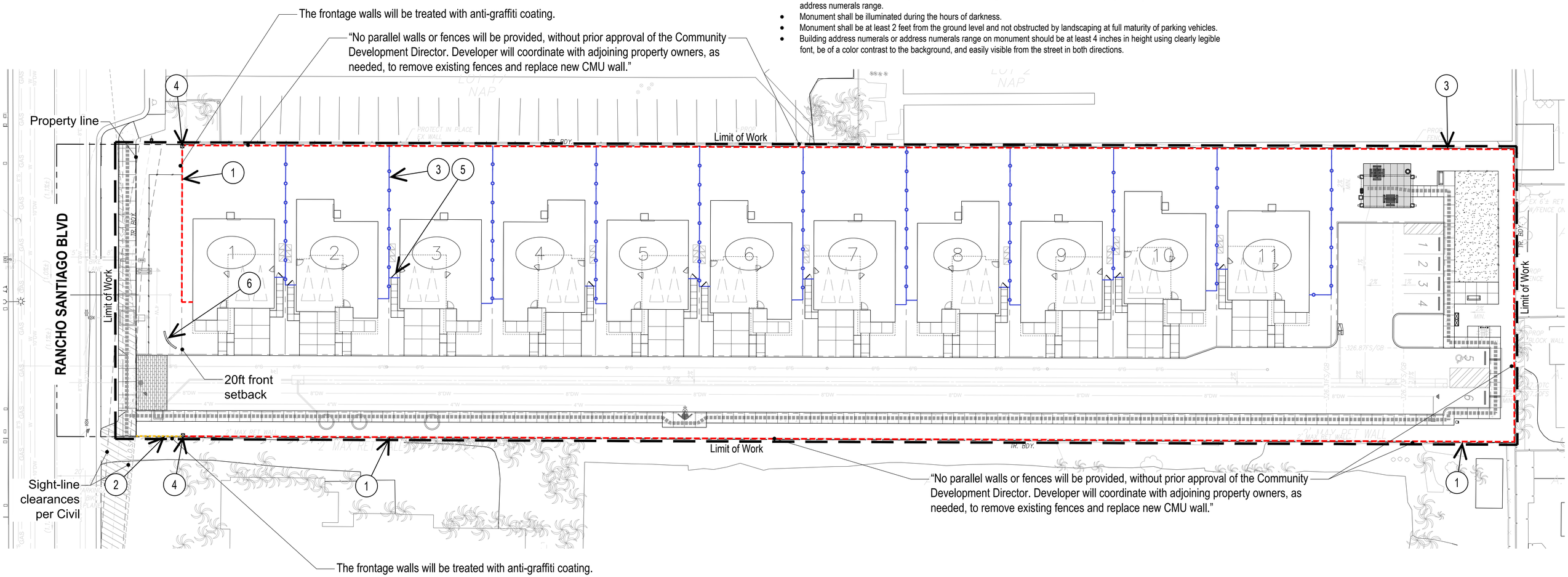
1. 5'-9" High split face CMU wall, with precision cap.
2. 3'-6" High split face CMU wall (retaining per Civil), with precision cap.
3. 5'-6" High vinyl fence.
4. 6'-0" High (16" sq.) split-face block Pilaster w/ split-face cap.
5. 5'-6" High Vinyl side yard gates.
6. 4'-6" High stucco over CMU project sign wall (with flat stucco cap)

ADA Path of Travel

*ALL NEW WALLS / FENCES WILL BE INSTALLED ON PROPERTY (INCLUDING FOOTINGS).

Monument Addressing Standards:

- Sites having multiple buildings for which addressing mounted on the building is not clearly visible from the street, an illuminated monument will be required at the vehicular entry to the site. Monument shall display building address numerals or address numerals range.
- Monument shall be illuminated during the hours of darkness.
- Monument shall be at least 2 feet from the ground level and not obstructed by landscaping at full maturity of parking vehicles.
- Building address numerals or address numerals range on monument should be at least 4 inches in height using clearly legible font, be of a color contrast to the background, and easily visible from the street in both directions.



0 10' 20' 40'

Scale: 1" = 20'

Schematic Wall & Fence Plan

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D Date: September 24, 2025 **L-3**

647 N. RANCHO SANTIAGO BLVD.

studio PAD Landscape Architecture

NOTES:

1. Irrigation (including spray and/or drip) will be provided, in the Construction Document phase, and to be installed per local California water regulations (AB1881) .
2. Transformers, back-flow preventers & other above-ground utilities to be screened with landscape as permitted per local codes & regulations.
3. Landscape lighting (landscape up-lights, path lights/bollards, etc.) to be coordinated with Electrical Engineer in future phase.
4. The plant palette listed provides a list of plant material to select from when preparing final landscape construction documents for this project. However, substitutions may be required due to availability, soils tests, or other conditions.
5. All trees within 5' of hardscape to be installed with deep root barriers.
6. NO EXISTING TREES TO REMAIN, ALL TO BE REMOVED. Refer to Arborist Report for all tree information including tree removals.

FUEL MANAGEMENT ZONES

Zone 0: (0-5') Ember resistant zone.

Zone A: (5-20') Irrigated structure setback.

Zone B: (50') Irrigated zone.

Off Site Equivalent Landscape FMP (Up to 100 feet.)

Refer to Conceptual Fuel Mod. plan by Dudek for additional information.

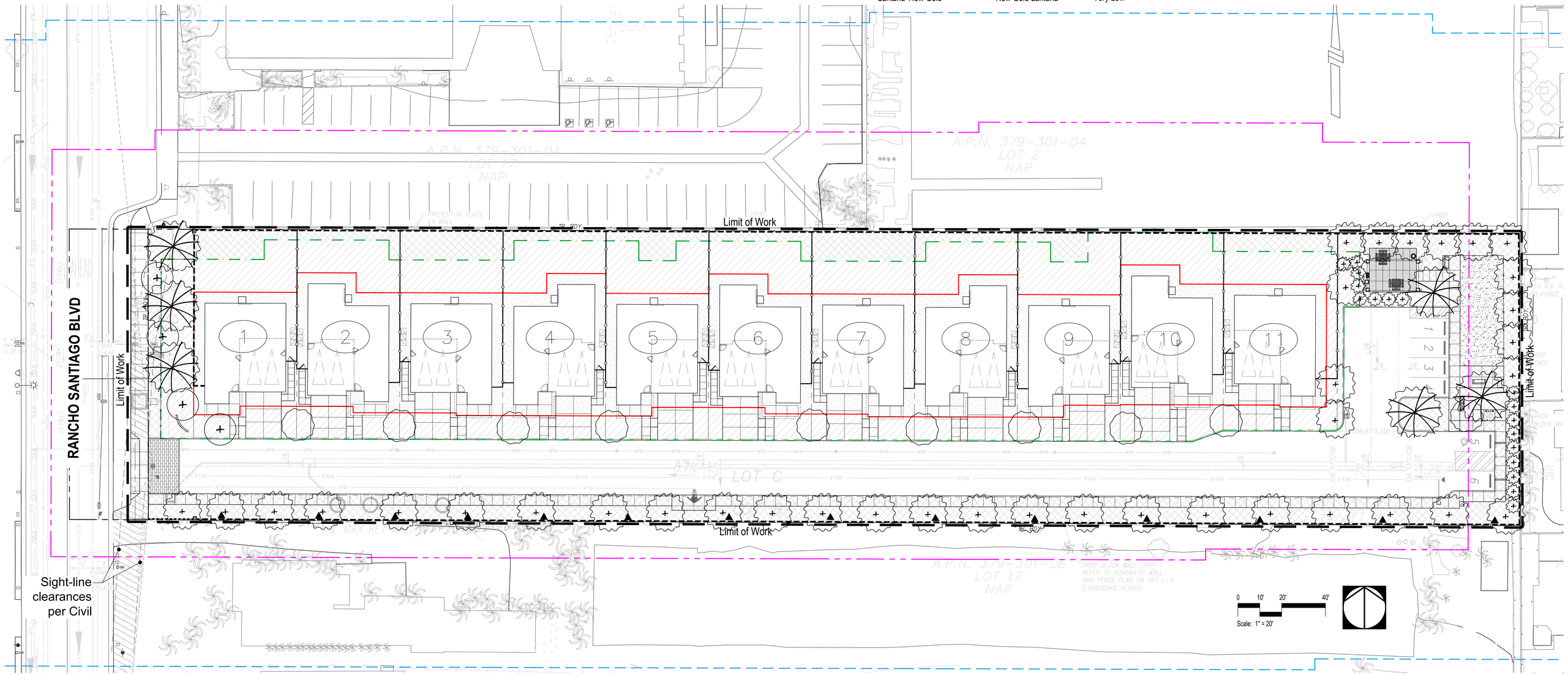
VINES & ESPALIERS		WUCOLS (R3)
Bougainvillea 'Monka' (Oo-La-La® Bougainvillea)	Bougainvillea	Low
Macfadyena unguis-cati	Cat's Claw Vine	Low
Pandorea jasminoides 'Lady Di'	White Bower Vine	Low

SHRUBS and GROUND COVER		
Leucadendron sp.	Conebush	Low
Muhlenbergia rigens	Deer Grass	Low
Rhaphiolepis indica 'Pink Lady"	India Hawthorn	Low
Rosmarinus sp.	Rosemary	Very Low
Salvia greggii 'Furman's Red'	Autumn Sage	Low
Salvia clevelandii	Cleveland Sage	Very Low
Senecio mandraliscae	Blue Chalksticks	Low
Westringia sp.	Westringia	Low
Yucca 'Bright Star'	Bright Star Yucca	Very Low
Lavandula dentata	French Lavender	Low

SHRUBS and GROUND COVER		WUCOLS (R3)
Aeonium sp.	Aeonium	Low
Agave sp.	Agave	Very Low
Aloe sp.	Aloe	Low
Bougainvillea sp.	Bougainvillea	Low
Bulbine frutescens	Bulbine	Low
Callistemon citrinus 'Little John'	Dwarf Bottlebrush	Low
Carex divulsa	Berkeley Sedges	Low
Ceanothus sp.	California Lilac	Low
Dasylerion longissium	Mexican Grass Tree	Very Low
Dianella revoluta 'Little Rev'	Little Rev™ Flax Lily	Low
Echeveria sp.	Echeveria	Low
Epilobium canum	California Fuchsia	Very Low
Heteromeles arbutifolia	Toyon	Very Low
Kniphofia uvaria 'Flamenco'	Flamenco Red Hot Pocker	Low
Lantana 'New Gold'	New Gold Lantana	Very Low

TREE PLANTING LEGEND

Symbol	Type/Form	Suggestions	Trunk	Size	WUCOLS (R3)	Qty.
	TREES	Botanical Name (Common Name)				
	Specimen	Sycamore racemosa (California Sycamore)	Natural	48" Box	Mod.	6
	Deciduous Flowering	Lagerstroemia i x fauriei 'Natchez' (Natchez Crape Myrtle)	Single	24" Box	Mod.	4
	Street	Arbutus u. 'Marina' (Marina Strawberry Tree)	Single	24" Box	Low	37
	Medium	Chilopsis linearis (Desert Willow)	Single	24" Box	Low	10
	Columnar	Podocarpus henkelii (Long Leafed Yellow-Wood)	Single	15 g	Low	17
					Total =	110



Schematic Planting Plan

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D Date: September 24, 2025 **L-4**

647 N. RANCHO SANTIAGO BLVD.

studio PAD Landscape Architecture
31195 La Baston Drive, Ste. 1950 Laguna Hills CA 92653 www.studio-pad.com

Sycamore racemosa
California Sycamore

Lagerstroemia i. 'Natchez'
White Crape Myrtle Tree

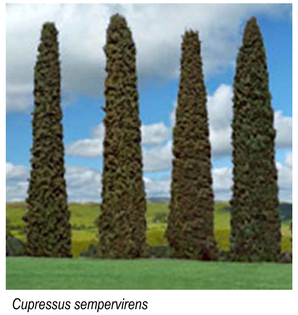
Chilopsis linearis
Desert Willow

Arbutus u. 'Marina'
Marina Strawberry Tree

Tristania conferta
Brisbane Box Tree

Rhus lancea
African Sumac

Magnolia graniflora 'Samuel Sommer"
Southern Magnolia Tree



Cupressus sempervirens
Italian Cypress Tree

Prunus ilicifolia
Holly Leaf Cherry

Podocarpus elongatus 'Monmal'
Icee Blue Yellow-wood

Note: Proposed Trees have been reviewed against attachment 7 Undesirable plant species(Target Species) from the Orange City Fire Department Vegetation Management Guidelines.

Note: Proposed Plants have been reviewed against attachment 7 Undesirable plant species(Target Species) from the Orange City Fire Department Vegetation Management Guidelines.

Aeonium 'Voodoo'
Voodoo Aeonium

Agave Americana
Blue Agave

Aloe Striata
Coral Aloe

Aloe 'Always Red'
'Always' Red Aloe

Bougainvillea
Bougainvillea

Bulbine frutescens
Bulbine

Callistemon viminalis 'Little John'
Bottlebrush

Carex divulsa
Berkeley Sage

Ceanothus 'Julia Phelps'
California Lilacs

Dasylirion longissimum
Mexican Grass Tree

Dianella 'Little Rev'
Flax Lily

Echeveria
Echeveria

Epilobium canum
California Fuchsia

Heteromeles arbutifolia
Toyon

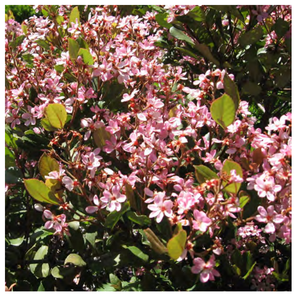
Kniphofia Uvaria 'Flamenco'
Flamenco Red Hot Pocker

Lantana 'New Gold'
New Gold Lantana

Lavandula dentata
Lavender

Leucadendron sp.
Conebush

Muhlenbergia capillaris 'Pink'
Pink Muhly Grass



Raphiolepis indica
Indian Hawthorn

Rosmarinus sp. 'Huntington Carpet
Groundcover/Prostrate Rosemary

Senecio mandraliscae 'Blue Chalk Sticks'
No Common Name

Salvia sp.
Sage

Westringia sp.
Coastal Rosemary

Yucca 'Bright Star'
Bright Star Yucca

Bougainvillea 'Barbara Karst'
Barbara Karst Bougainvillea Vine

Macfadyena ungis-cati
Cat's Claw Vine

Pandorea jasminoides 'Lady Di'
White Bower Vine

Rancho Ridge LLC.

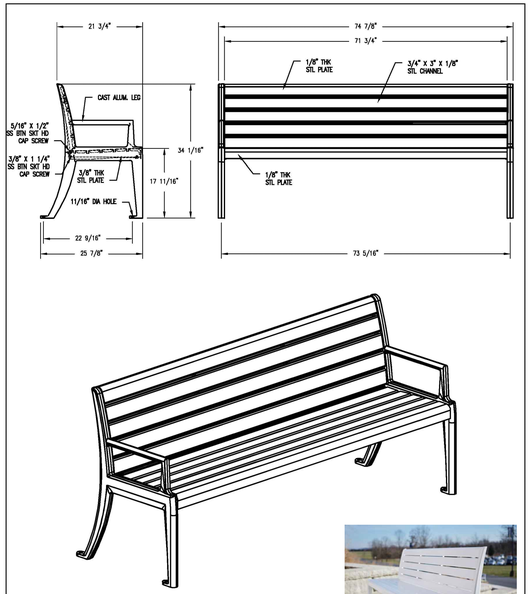
Plant Images - Shrubs, Ground Cover and Vines

647 N. RANCHO SANTIAGO BLVD.

Schematic - 6th City Submittal | Project No.: RR01-2022-D
Date: September 24, 2025

L-6

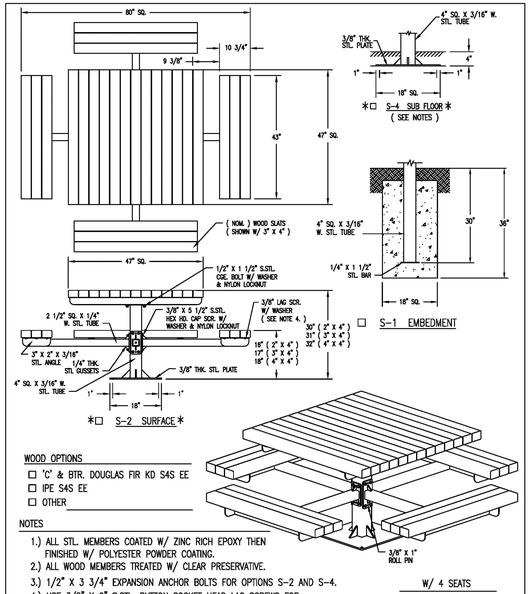
studio PAD Landscape Architecture
21192 La Cadena Drive (Ste 105)
Laguna Hills CA 92653 (www.studio-PAD.com)



NOTES:
1.) ALL ALUM & STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	BENCH	DATE DRAWN : 10/15/19 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 505–60HC	SHEET 1 OF 2

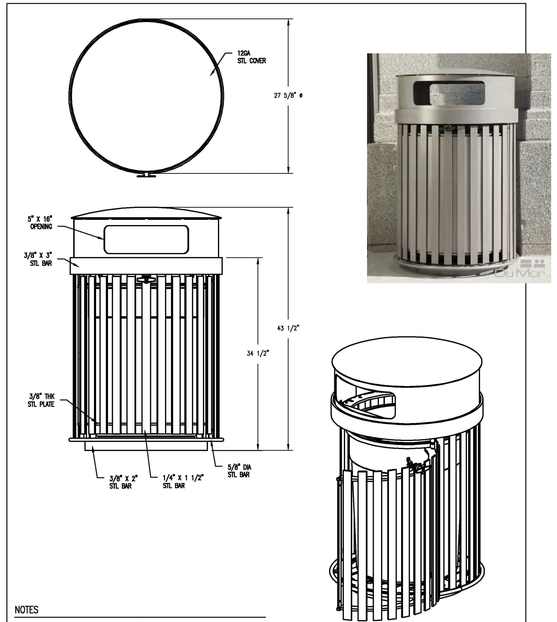
Metal Bench by Dumor
Color: Bronze



NOTES
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) ALL WOOD MEMBERS TREATED W/ CLEAR PRESERVATIVE.
3.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS FOR OPTIONS S-2 AND S-4.
4.) USE 3/8" X 2" S.STL. BUTTON SOCKET HEAD LAG SCREWS FOR 3" X 4" & 4" X 4" SLATS. USE 3/8" X 1 1/2" S.STL. HEX HD LAG SCREWS FOR 2" X 4" SLATS.
* UPCHARGE APPLIES TO SUPPORT OPTION, CONSULT YOUR LOCAL REPRESENTATIVE.

DuMor, inc. P.O. Box 142 Mifflintown, PA 17059–0142	SCALE : NONE DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 12/15/11 REV. BY : RDH	TITLE : PEDESTAL TABLE	REV. K	DRAWING NUMBER 76 SERIES–4	SHEET 1 OF 2

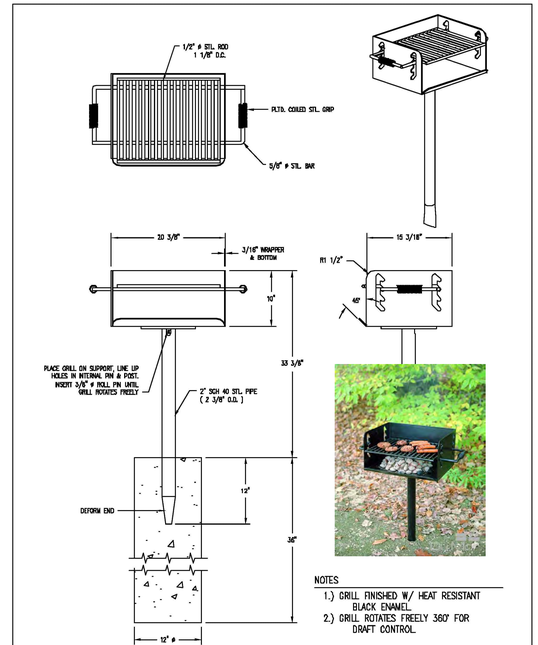
Pedestal Table by Dumor
Ipe Wood or Recycled Plastic in Walnut Color
Base Color: Bronze



NOTES
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED (QTY 3).
3.) RECYCLING UNIT HINGE FOR REMOVAL OF 32 GAL LINER.

DuMor, inc.	RECEPTACLE	DATE DRAWN : 11/10/16 DRAWN BY : JSB DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 287–32–SO	SHEET 1 OF 2

Metal Receptacle by Dumor
Base Color: Bronze



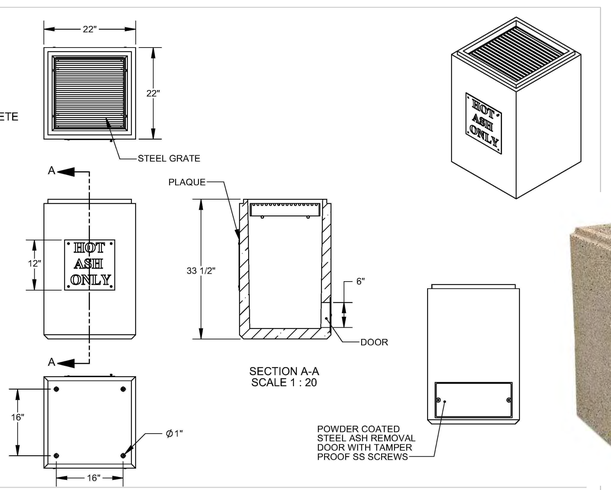
NOTES
1.) GRILL FINISHED W/ HEAT RESISTANT BLACK ENAMEL.
2.) GRILL ROTATES FREELY 360° FOR DRAFT CONTROL.

DuMor, inc. P.O. Box 142 Mifflintown, PA 17059–0142	SCALE : NONE DATE DRAWN :3/22/94 DRAWN BY : CDC DATE REV. : 0/28/05 REV. BY : JSB	TITLE : GRILL	REV. B	DRAWING NUMBER 21–00	SHEET 1 OF 2

Steel Grill by Dumor
Base Color: Black

PMC
PRECAST CONCRETE PRODUCTS MANUFACTURING CO.

PART# : 500-0715
MODEL: HOT ASH
WEIGHT: 650 LBS
MATERIAL: CONCRETE

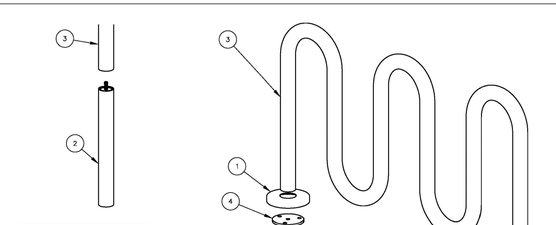


APPROVED MANUFACTURER
Petersen Concrete Leisure Products
Division of Petersen Mfg. Co., Inc.
2741 Hwy 30
Denison, IA 51442 800-832-7383

Petersen Manufacturing Company Inc.

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF PETERSEN MFG. CO., ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF PETERSEN MFG. CO. IS PROHIBITED.

30 - Gallon Concrete Hot Coal Receptacle by Petersen
Color: Light Brown Smooth Concrete



S-1 EMBEDMENT OPTION

S-2 SURFACE MOUNT OPTION

INSTALLATION FOR SURFACE MOUNT

STEP 1:
USE 1 – PC. BIKE LOOP, SURFACE MOUNT (3)
2 – PCS. 3/8" THK SURFACE MOUNT PLATE (4)
2 – PCS. 10 GA X 8" DIA ANCHOR PLATE COVER (1)
2 – PCS. 5/8" X 1 1/2" SS FLT SKT HD CAP SCREW (5)
SLIDE 10 GA X 8" DIA ANCHOR COVER (1) OVER BIKE LOOP, SURFACE MOUNT (3) LEGS. ATTACH 3/8" THK. SURFACE MOUNT PLATE (4) TO BIKE LOOP, SURFACE MOUNT (3) USING HARDWARE (5).

STEP 2:
ANCHOR ACCORDINGLY.

INSTALLATION FOR PLASTIC PLUG HOT-DIPPED GALV ONLY

INSERT PLASTIC PLUG INTO HOLE ON TOP OF EACH LOOP

ITEM	QTY	PART NO	DESCRIPTION
(S-2 OPTION) 1	2	0–125–04	10 GA X 8" DIA STL COVER W/ 3 1/8" DIA HOLE
(S-1 OPTION) 2	2	0–125–09/S–1	EMBEDMENT EXTENSION
3	1	0–125–30/S–2	3–PEAK LOOP BIKE RACK
(S-2 OPTION) 4	2	0–63–00–03	3/8" THK SURFACE MOUNT PLATE
(S-2 OPTION) 5	2	1–12–102	5/8" X 1 1/2" SS FLT SKT HD CAP SCR

DuMor, inc. P.O. Box 142 Mifflintown, PA 17059–0142	SCALE : NONE DATE DRAWN :2/12/99 DRAWN BY : CDC DATE REV. : 02/24/12 REV. BY : ESS	TITLE : BIKE RACK ASSEMBLY	REV. E	DRAWING NUMBER 125–30	SHEET 2 OF 2

Bike Rack by Dumor
Base Color: Bronze

Wood or Aluminum Overhead Structure
Paint Brown to Match Architecture

*Conceptual image to show large shade structure.

Amenity & Site Furnishings Specification Sheets

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D
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studio PAD Landscape Architecture
31755 La Cienega Drive (Ste 165)
Laguna Hills CA 92653 (www.studio-PAD.com)

LIGHTING SCHEDULE

	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
1		FX Luminaire NP Large directional up light ideal for large landscape features. 8.38in. H x 2.66in. Dia. Order code: NP, Aluminum Alloy, (BZ) Bronze Metallic, Long Slot Spike Lamp: NP-6LED, 8.2W|9.7VA, 2700K, Beamspread: Narrow Flood	15
2		SVE-3 - Pole Light Area Pole Light, HID - Direct Lighting Sales, Model San Vicente #SVE-3 Cast Aluminum, Textured Bronze, RA21 Radius, On DBC-1 Base & 10` round pole. Lamp: Per Elec. Eng., Per Elec. Eng., Per Elec. Eng. Accessories: On DBC-1 Base & 10` round pole.	12
3		FX Luminaire DE Down light ideal for large applications. 9.7in. H x 3.0in. Dia. Order code: DE, Aluminum Alloy, (BZ) Bronze Metallic, Mini-Mount Lamp: DE-9LED, 10W|10.7VA, 2700K, Beamspread: Spot	4
4		GFCI - Outlet Exterior Electrical GFI Outlet Cast Aluminum, Textured Architectural Bronze, Wall	1
5		FX Luminaire LC Large scale up light used for wide scale elements. 6.5in. H x 4.5in. W x 3.0in. D. Order code: LC, Aluminum Alloy, (AB) Antique Bronze, Long Slot Spike Lamp: LC-9LED, 11.2W|13.5VA, 2700K, Beamspread: Very Wide Flood	1
6		Bollard-3901_Louver by DALS Lighting Cast aluminum, Textured Architectural Bronze, Surface, with footing, Final location by Elec. Eng. Footing specs per Manufacturer. Lamp: Per Elec. Eng., Per Manuf., Per Elec. Eng.	8

4

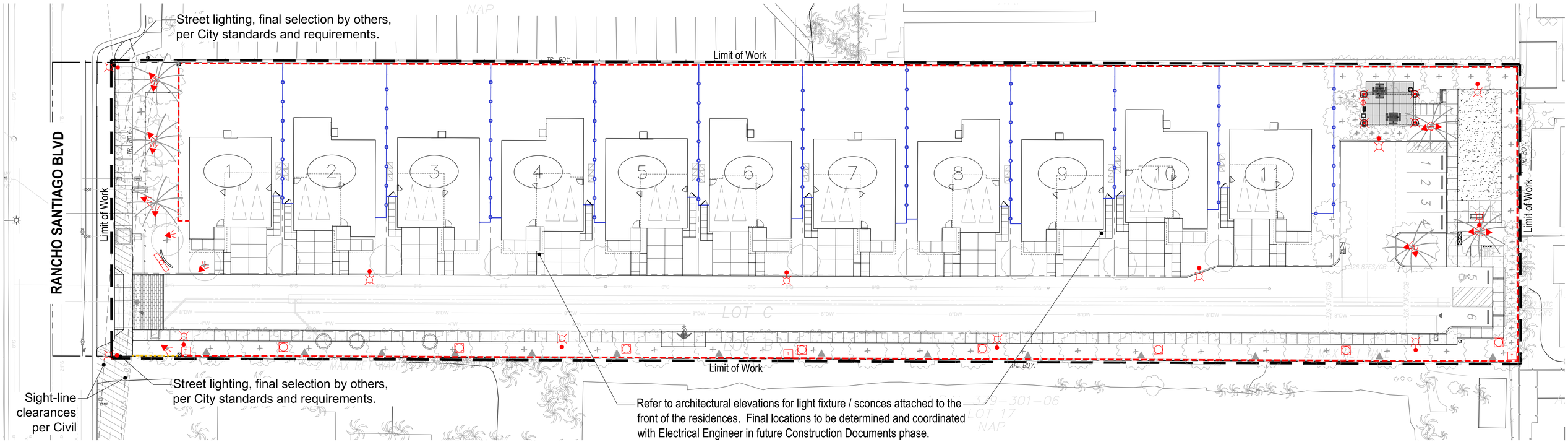
2

6

1

3

5



NOTE: all lighting is direct, controlled, and screened so as to not spill over onto adjacent properties
NOTE: Photometric plan to be submitted and approved by the City prior to the issuance of building permits. Minimum lighting on all pedestrian aisles/passageways shall be at least .50 foot-candles at the ground level during the hours of darkness.

0 10' 20' 40'
Scale: 1" = 20'

Schematic Lighting Plan

Rancho Ridge LLC.

Schematic - 6th City Submittal | Project No.: RR01-2022-D
Date: September 24, 2025

L-8

647 N. RANCHO SANTIAGO BLVD.

studio PAD Landscape Architecture
31195 La Baronia Drive, Ste. 1850, Laguna Hills, CA 92653 (www.studio-PAD.com)

Agenda Item

Planning Commission

Item #: 5.1. 4/20/2026 **File #:** 26-0214

TO: **Chair and Members of the Planning Commission**

THRU: **Hayden Beckman, Planning Manager**

FROM: **Hayden Beckman, Planning Manager**

1. SUBJECT

A Public Hearing to consider a request to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 single-family homes at 647 N. Rancho Santiago Boulevard and finding of CEQA Exemption (ZC No. 1318, TTM No. 0052, CUP No. 3203, DR No. 5119, and MNSP No. 1137).

2. SUMMARY

The proposed project would establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 14 lots: 11 numbered lots, each with a separate single-family home, and three lettered lots for front yard setback areas, a private road, and common open space area. The project will result in the construction of 11 new two-story single-family homes and shared common space. As part of this proposal, a zone change is requested from the existing zoning designation of Single Family Residential 10,000 sq. ft. (R1-10) to Single Family Residential 10,000 sq. ft. (R1-10 [PUD 3203]).

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.

2. Adopt Planning Commission Resolution No. 11-26 entitled: A Resolution of the Planning Commission of the City of Orange recommending City Council approval of Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, rezoning the property located at 647 N. Rancho Santiago Boulevard to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) to establish an 11-unit planned unit development.

3. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

4. PROJECT BACKGROUND

Property Information	
Applicant	George Keith Mitchell, III, Rancho Ridge, LLC
Property Owner	George Keith Mitchell, IIII, Rancho Ridge, LLC
Property Location	647 N. Rancho Santiago Boulevard
Existing General Plan Land Use Element Designation	Low Density Residential (LDR)
Existing Zoning Classification	Single-Family Residential-10 (R1-10)
Old Towne	No
Specific Plan/PC	N/A
Site Size	1.91 Acres
Circulation	The existing site includes an existing paved dr Rancho Santiago Blvd.
Existing Conditions	The site is currently vacant and undeveloped w driveway.
Surrounding Land Uses and Zoning	**North:** Single-Family Residential-10 (R1-10); Presbyterian Church
	South: Single-Family Residential-10 (R1-10); residence
	East: Single-Family Residential-6 (R1-6); Sing residences
	West: Single-Family Residential-7 (R1-7) (Acr Santiago Blvd.) Single family residences
Previous Applications/Entitlements	N/A

5. PROJECT DESCRIPTION

The proposed project includes the following components:

Subdivision:

The project proposes subdividing the existing site into 14 new lots; 11 numbered lots for new residences and three letter lots for access, open space, and landscaping. The numbered lots will have an average lot area of 4,489 square feet and will be accessible by a private road that connects to Rancho Santiago Boulevard. The proposed lettered lots will be composed of the front yard setback areas, the private road, and common open space area. Gated access is not proposed.

Residential Homes and Private Road:

Each numbered lot will have a new 2-story single-family home with an attached 2-car garage and a

private backyard. The buildings each maintain a 10-foot setback from the private road and 5-foot side yard setbacks. The homes will have the option of three conceptual floor plans with three bedrooms each and the ability to convert the den into a fourth bedroom. In addition to the required two parking spaces per unit, 17 guest spaces are provided through onee space on the driveway for each property and 6 spots in the common open space area in the rear of the lot.

Landscaping and Common Space Area

The project also offers a shared common space with benches, a covered structure, and a grass field at the rear of the property. The common space will have pedestrian access through a walkway along the private road. The private road and common space comply with applicable development requirements, and the overall project site will be adequately maintained with shrubs and trees to enhance the visual impact of their intended use.

6. PROJECT ANALYSIS

Staff believe that the proposed infill residential development will be compatible with the scale, massing, orientation, and articulation of the surrounding neighborhood. The subdivision layout including proposed drive aisle, driveway, and garage orientations are similar to surrounding residential areas. Each unit meets required off-street parking requirements, maintains 5-foot side yard setbacks for building separation, and the project's common open space area is located in the rear of the property to enhance privacy from the street.

Planned Unit Development (PUD)

The current parcel is an irregular lot measuring approximately 133 feet of street frontage along N Rancho Santiago and 626 feet in depth, currently designated R1-10. Under current zoning requirements, existing conditions would allow two single family units, as the street frontage would be the limiting factor. As such, the applicant proposes establishing a PUD designation, which would allow for the subdivision and construction of 11 units, enabling a creative way to maximize the usage of the land. The proposal of 11 units is also consistent with the density allowed under the General Plan designation of Low Density Residential. The new private road would allow each property to have street frontage and unobstructed access.

Development Standards

The development standards for a PUD remain consistent with the development standards of the R1-10 zoning code standards and are applied to the overall site and not each individual subdivision. A PUD also implements additional development standards such as setbacks to interior streets, building separation, landscaping, open space amenities, pedestrian paths, and private streets. Staff have reviewed and worked with the applicant to reach code compliance with the PUD development standards applicable to the proposed project.

Project Design

The project design has been reviewed under the findings required by the Administrative Design Review findings set forth in the Municipal code and the Infill Design Guidelines. The surrounding neighborhood does not have any specific architectural style nor specific design guidelines. The proposed units will have a Mediterranean architectural style that includes stucco walls, tile roofs, wrought iron, and an asymmetrical layout. Three color plans are proposed, and all units will face the private drive. The project design upholds community aesthetics through the use of a consistent

architectural design theme.

7. AUTHORIZING GUIDELINES

Orange Municipal Code (OMC) Table 17.08.020 and Sections 17.10.030.D and 17.16.020 authorize the Planning Commission to review and recommend action to the City Council on a request for a Planned Unit Development (PUD) to allow alternative to standard residential development wherein the exisitng general plan densities are preserved. OMC Section 17.08.020 also notes that when more than one type of application is filed for a single project, the application requiring the highest level of approval shall dictate the review process for the entire group of applications. Therefore, the Planning Commission is authorized to recommend action on the associated applications.

8. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) because the project is consistent with the existing General Plan density and zoning. An initial study was provided in justification to verify consistency with the existing certified General Plan EIR (Attachment 4). There is no environmental public review or notice required for this exemption.

9. ADVISORY BOARD ACTION

Staff Review Committee:

On September 4, 2024, and December 4, 2024, the City's interdepartmental Staff Review Committee (SRC) reviewed the proposed plans and supplemental documents. On March 3, 2025, the SRC found the plans code compliant and recommended approval of the project.

10. ATTACHMENTS

- Attachment 1 Planning Commission Resolution No. PC 11-26
- Attachment 2 Project Plans (Architectural, Landscaping, Preliminary Civil, and Renderings)
- Attachment 3 Vicinity Map
- Attachment 4 California Environmental Quality Act (CEQA) Initial Study
- Attachment 5 Existing and Proposed Zoning Map

MINUTES

City of Orange

Planning Commission

April 20, 2026

The Planning Commission of the City of Orange, California convened on April 20, 2026, at 5:30 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Leslie called the meeting to order at 5:35 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Alison Vejar led the flag salute.

1.2 ROLL CALL

Present: Tucker, Vazquez, Maldonado, Vejar, McCormack, and Leslie
Absent: Martinez

2. PUBLIC COMMENTS

None.

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine by the Planning Commission and will be enacted by one motion. There will be no separate discussion of said items unless members of the Planning Commission, staff or the public request specific items removed from the Consent Calendar for separate action.

3.1. Approval of meeting minutes of the City of Orange Planning Commission Regular Meeting held on February 19, 2026.

ACTION: Approved minutes as presented.

Approval of the Consent Calendar

A motion was made by Commissioner Vejar, seconded by Commissioner McCormack, to approve the Consent Calendar. The motion carried by the following vote:

Ayes: Tucker, Vazquez, Maldonado, Vejar, McCormack, and Leslie
Noes: None
Absent: Martinez

4. COMMISSION BUSINESS

4.1. 2025 General Plan Annual Progress Report to the State of California.

Senior Planner, Arlen Beck, presented a summary of the proposed 2025 General Plan Annual Progress Report to the State of California.

Responding to Commissioner inquiry, staff explained the receive and file process vs. recommending approval by City Council. Staff also provided information on the alcohol permit process.

The Commission received and filed the report.

5. PUBLIC HEARINGS

5.1. A Public Hearing to consider a request to establish a Planned Unit Development (PUD) and subdivide a 2.02-acre parcel into 11 single-family homes at 647 N. Rancho Santiago Boulevard and finding of CEQA Exemption (ZC No. 1318, TTM No. 0052, CUP No. 3203, DR No. 5119, and MNSP No. 1137).

Planning Manager, Hayden Beckman, presented a summary of the proposed project. Responding to Commissioner inquiry, staff confirmed the site is zoned R1-10, the max floor area ratio (FAR) is .6. With the application of a PUD, a higher FAR average is proposed.

Applicant David Blumenthal provided an overview of the project.

Chair Leslie opened the Public Hearing at 5:51 p.m.

Public Speakers

Michael Aulicino, Nick Wong, and Carrol Pearson spoke in favor of the project.

Chair Leslie closed the Public Hearing at 6:05 p.m.

Staff commented on the existing fence at the project site and on the expectations of a construction management plan once the project enters the plan check process.

Staff further confirmed the City does not have an environmental concern from a traffic standpoint and the project was not subject to DRC review.

The applicant confirmed he will work with neighbors to abate concerns about construction dust and noise.

A motion was made by Commissioner Vazquez, seconded by Commissioner Vejar to:

1. Adopt Planning Commission Resolution No. 11-26 entitled: A Resolution of the Planning Commission of the City of Orange recommending City Council approval of Zone Change No. 1318, Tentative Tract Map No. 0052, Conditional Use Permit No. 3203, Design Review No. 5119, and Major Site Plan Review No. 1137, rezoning the property located at 647 N. Rancho Santiago Boulevard to Single Family Residential 10,000 square feet - PUD No. 3203 (R1-10 [PUD 3203]) to establish an 11-unit planned unit development.
2. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan, or Zoning).

The motion carried by the following vote:

Ayes: Tucker, Vazquez, Maldonado, Vejar, McCormack, and Leslie
Noes: None
Absent: Martinez

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:18 p.m.

The next Regular Planning Commission Meeting will be held on Monday, May 4, 2026 at 5:30 p.m., in the Council Chamber.

Hayden Beckman
Planning Manager

Agenda Item

Orange City Council

Item #: 10.1. 7/14/2026 **File #:** 26-0414

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Consider two resolutions that would submit to the voters a question adopting a City Charter, establishing priorities for filing written arguments, and directing the City Attorney to prepare an Impartial Analysis

2. SUMMARY

On May 12, 2026, and June 23, 2026, the City Council held public hearings to consider and discuss the possibility of adopting a City Charter as well as the City Charter's content. During the public hearings, the City Council considered public input and discussed several policy matters that could be incorporated into the proposed charter. California Government Code Sections 34450 through 34462 require that the City hold at least two public hearings before the City Council may vote to place a City Charter measure on the General Municipal Election ballot. With the City Council having now held two public hearings and 21 days having passed since the June 23, 2026 public hearing, the City Council may vote to place the City Charter ballot measure on November 3, 2026 General Municipal Election ballot.

3. RECOMMENDED ACTION

1. Consider adoption of Resolution No. 11707. A Resolution of the City Council of the City of Orange ordering the submission to the voters a question relating to a proposed City Charter for adoption at the November 3, 2026, General Municipal Election as called by Resolution No. 11669.

2. Consider adoption of Resolution No. 11708. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an Impartial Analysis for the measure to be submitted to the voters at the General Municipal Election held on Tuesday, November 3, 2026.

4. FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the resolutions. Costs associated with placing the measure on the November 3, 2026 General Municipal Election ballot are included in the City's adopted election budget.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Quality of Life Through City Services

Objective 3.7: City Charter

6. DISCUSSION AND BACKGROUND

California law authorizes two legal structures for municipal organizations - general law or charter law. General law cities (i.e., the City of Orange) draw much of their authority from State of California (State) statutes. Charter cities derive select authority from a locally adopted charter as authorized in

Article XI of the California Constitution. Cities often pursue charter status to gain greater local control over municipal affairs, particularly in areas such as public contracting, municipal finance, and local governance structures. Charter authority can allow a city to tailor policies to local priorities while remaining subject to state law on matters deemed to be of Statewide concern.

Municipal Affairs vs. Statewide Concerns

The distinction between municipal and statewide affairs is an important aspect to consider. If an increasing number of City functions are determined to be a matter of Statewide concern, then the benefits of becoming a Charter City are diminished. This points to the crux of the issue and begs the question, “What is a municipal affair?”

Generally, two sources have defined municipal affairs - the California Constitution and the courts. In beginning with the former, the term municipal affair is referenced in the California Constitution; however, it is not clearly defined. Article XI, section five, subsections (a-b), of the California Constitution discuss the general notion of self-governance while detailing four broad categories of municipal affairs. These four categories include:

1. City Police Force.
2. Subgovernment in all or part of a city.
3. Conduct of city elections; and
4. The manner in which municipal officers and employees are elected or appointed.

Aside from these general categories, the courts determine whether a matter is a municipal affair. When making this determination, the facts of the case are evaluated through a four-part test developed by the California Supreme Court. This has resulted in case law supporting a non-exhaustive and fluctuating list of what are deemed to be municipal affairs.

As an example, charter cities previously retained significant authority over land use matters or could exempt the city from prevailing wage requirements. Charter city authority over these matters has since been reduced through a combination of court actions and legislation that have deemed these matters a Statewide concern, thereby preempting what a city’s charter may say on these issues. However, as it stands today, the two areas where a city charter may produce the greatest benefits include the following two areas:

Government Structure and Self-Governance

Local Government Design: A charter functions as a city's constitution and codifies who has the authority to approve budgets, administer day-to-day operations, how elections are conducted, as well as the role of elected (e.g., the City Council) and appointed positions (e.g., City Manager and City Attorney). By adopting a city charter, a city could potentially reconfigure the governance structure, thereby shifting responsibilities and/or authority to different positions (e.g., adopting a Mayor-strong structure).
Elections: A charter city may establish its own election rules for local offices, including timing, district configurations, ranked-choice voting, and related procedures, subject to minimum constitutional requirements and state elections code where applicable.

Public Contracting and Prevailing Wage Benefits

Prevailing Wage Exemption on Locally Funded Projects: The California Supreme Court has held that locally funded public works projects performed by chartered cities are municipal affairs under the California Constitution, and as a result, the wages paid to workers on charter city projects are not subject to California's prevailing wage law if the projects are solely funded with local City dollars (e.g., General Fund).

Public Contracting Flexibility: Charter cities have more leeway on how public contracts are solicited. This allows a city to tailor its competitive bidding and procurement rules to its local economy and operational needs, rather than rigidly following the state's Public Contract Code, where permitted under charter city authority. Detailed procurement procedures may then be implemented through local ordinances, resolutions, and administrative procedures.

Draft Charter for City Council Consideration

To become a charter city, a majority of Orange voters must approve the charter. However, prior to submitting a proposed charter for voter consideration, two public hearings must be held.

The City held these two public hearings on May 12, 2026, and June 23, 2026. The draft charter presented for the City Council's consideration is a culmination of City Council and public feedback received during both public hearings and includes the following nine articles.

Article I - Incorporation and Powers (Four Sections)
Article II - Municipal Affairs and General Laws (Five Sections)
Article III - Form of Government (Two Sections)
Article IV - City Council (Four Sections)
Article V - Term Limits (Four Sections)
Article VI - Municipal Affairs, Procurement, and Local Control (Seven Sections)
Article VII - Vacancies in Office (Two Sections)
Article VIII - Fiscal Responsibility (Five Sections)
Article IX - Legal Provisions (Five Sections)

As the City discussed the draft charter during the two public hearings, several policy matters were considered. Those specific issues are highlighted in the draft charter attached to this staff report, and the City Council must provide policy direction on these issues before the charter is submitted to the voters.

Provided below is an overview of the highlighted sections including those requiring further City Council direction.

Section 204 - Open Space Reserve
At the June 23, 2026 public hearing, the draft charter included open space preservation language specifically for the Sully-Miller site. The City Council expressed interest in expanding the preservation language to other natural areas of interest. This section was modified to create an Open Space Reserve (OSR). The purpose of the OSR is to ensure the preservation of all significant open lands, parks, hillsides, canyons, creek corridors, wildlife habitat, scenic vistas, equestrian character, trails, and other natural resources. The revised section clarifies these areas must be designated as a part of the OSR by ordinance or resolution. If classified as part of the OSR, the affected properties will be

subject to restricted uses like open space preservation, passive recreation, and park uses.

Once included in the OSR, the subject property cannot be removed without voter approval. If voters approve of a property's removal, the City Council shall replace OSR property.

Section 400 - Composition
Several policy options are available for City Council selection before the draft charter can be submitted to the voters.

Option 1 - Establishes district-based elections in the City Charter while leaving all operational details in the Orange Municipal Code (i.e., established by ordinance).

Option 2 - Authorizes the City Council to determine the method of election by ordinance subject to applicable state and federal law.

Option 3 - Similar to Option 2 in that it allows the City Council to determine the method of election by ordinance. The language in Option 3 is largely organizational, and leaves the details to be further defined by ordinance.

Section 403 - Eligibility
At the June 23, 2026 public hearing, the City Council expressed interest in setting a minimum amount of time that a resident must reside in Orange before they can become an eligible City Council candidate. In researching this matter, court cases have found that residency-requirements exceeding 30 days are unconstitutional. To align with these findings, the proposed eligibility language includes a 30-day Orange residency requirement.

Section 503 - Application of Term Limits
Pursuant to California Government Code Section 36502, the City Council or the residents of a general or charter law City may propose to limit or repeal City Council term limits. However, any proposal to limit the number of terms a member may serve on the City Council must apply prospectively. In consideration of this California Government Code section, the draft language included with Section 503 confirms that the term limits described in Article V shall apply only after the effective date of the charter. In practice, this means that unexpired terms existing after the effective date of the charter shall not apply to the term limits. Only those terms commencing after the effective date of the charter shall apply to the limitations detailed in this article.

Section 603 - Protection of Private Property Rights
The City Council may select between two versions of this section. Option 1 retains language substantially similar to provisions adopted by other California charter cities. Option 2 restates the same policy in a more concise format while clarifying the relationship between the Charter, state and federal law, the City's land use authority, voluntary development agreements, and conflicting provisions of the Orange Municipal Code.

Sections 800 through 804 - Fiscal Responsibility
At the June 23, 2026 public hearing, the City Council expressed interest in adding sections relevant to fiscal responsibility. Where the previous version included four sections focusing on balanced budgets, independent audits, and tax measures, the revised sections include the following:

- Section 800 - Fiscal Policy: Commits the City to operating in a prudent manner that promotes long-term financial sustainability.
- Section 801- Structurally Balanced Budget: Requires the City Council to adopt a budget where recurring operating revenues are sufficient to fund recurring expenditures. The section clarifies that the City may appropriate from dedicated funds for capital improvements, infrastructure, equipment, or other one-time expenditures so long as the City's operating budget remains structurally balanced.
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- Section 803 - Supermajority Vote Required to Submit New Taxes: Requires that three-fourths (as opposed to 2/3) of the City Council must approve submitting a City-sponsored measure to the voters to impose, extend, or increase any local tax.
- Section 804 - Fiscal Priorities for Additional General Fund Revenues: Establishes General Fund spending priorities in the following order:

    1. Reducing unfunded pension and other post-employment benefit liabilities.
    2. Repairing, replacing, and maintaining public infrastructure and capital assets
    3. Reducing outstanding debt and other long-term financial obligations
    4. Replenishing prudent financial reserves; and
    5. Funding one-time capital improvements, equipment, technology, and other non-recurring investments

In considering the County Registrar of Voters deadline to submit the necessary election materials, the City Council must **1)** select a policy option under Sections 400 and 603; and **2)** vote to determine if all remaining sections can proceed to the voters for consideration.

Since this ballot measure does not involve the imposition or extension of a tax, a majority vote of the City Council is required (4/7) to submit the charter ballot question to the voters at the November 3, 2026, election.

7. ATTACHMENTS

- Resolution No. 11707 with attached Exhibit A (Final Draft Charter)
- Resolution No. 11708

Agenda Item

Orange City Council

Item #: 10.1. 7/14/2026 **File #:** 26-0414

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FROM: **Jarad Hildenbrand, City Manager**

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7. ATTACHMENTS

- Resolution No. 11707 with attached Exhibit A (Final Draft Charter)
- Resolution No. 11708

RESOLUTION NO. 11707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ORDERING THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO A PROPOSED CITY CHARTER FOR ADOPTION AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION AS CALLED BY RESOLUTION NO. 11669

WHEREAS, the City of Orange was incorporated as a general law city in 1886; and

WHEREAS, pursuant to authority provided by the California Constitution, Article XI and the Government Code, Title 4, Division 2, Chapter 2 (commencing at § 34450), including § 34458, and the Elections Code, Division 9, Chapter 3, Article 3 (commencing at § 9255) of the State of California, the City Council of the City of Orange desires to submit to the voters a proposed charter; and

WHEREAS, pursuant to authority provided by the Elections Code, Division 1, Chapter 1, Article 1, § 1415 of the State of California, a proposed charter submitted by the governing body must be submitted to the voters at a statewide general election held not less than 88 days after the order of election; and

WHEREAS, the City Council has determined that adoption of a municipal charter would provide the City with greater local control over municipal affairs as authorized by Article XI of the California Constitution; and

WHEREAS, on May 26, 2026, the City Council adopted Resolution No. 11669 calling a General Municipal Election on Tuesday, November 3, 2026; and

WHEREAS, on May 26, 2026, the City Council also adopted Resolution No. 11673 requesting that the County of Orange Board of Supervisors consolidate the General Municipal Election with the Statewide General Election to be held on November 3, 2026, and permit the Registrar of Voters to perform certain services in conjunction with the City's election; and

WHEREAS, the City Council has prepared and approved the text of a proposed Charter for the City of Orange and desires to submit the proposed Charter to the voters for their consideration; and

WHEREAS, the City Council finds that placing the proposed Charter before the voters will allow the electorate to determine whether the City should become a charter city pursuant to the California Constitution.

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION l. That the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the General Municipal Election to be held on November 3, 2026, the following question:

Proposed Charter for the City of Orange Shall the proposed Charter for the City of Orange, establishing the City as a charter city under the California Constitution and providing the City's governing document for municipal affairs, be adopted?	YES NO

SECTION 3. The full text of the proposed Charter submitted to the voters is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 4. That the vote requirement for the measure to pass is a majority of the votes cast on the measure (50% plus one (50% + 1)).

SECTION 5. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner as required by law.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of July 2026

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____

Nathalie Adourian, City Attorney,
City of Orange

Attachment: Exhibit A

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of July 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____

Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

SIMPLE HOME RULE CHARTER

City of Orange, California

We, the people of the City of Orange, seeking to preserve local control, strengthen fiscal responsibility, protect taxpayer resources, and ensure that decisions affecting our community are made by the people closest to those decisions, do hereby adopt this Charter under the Constitution of the State of California.

It is our intent to establish a flexible Home Rule Charter that preserves the Council-Manager form of government, maintains transparency and accountability, protects public safety and neighborhood quality of life, and provides the City with greater authority over municipal affairs including contracting, procurement, elections, and local governance.

This Charter shall be interpreted broadly in favor of municipal self-governance and local control.

ARTICLE I
INCORPORATION AND POWERS

Section 100. Name

The City of Orange shall continue to be a municipal corporation under its present name of the "City of Orange."

Section 101. Boundaries

The boundaries of the City shall continue as established unless changed in the manner authorized by law.

Section 102. Powers

The City shall have all powers possible for a Charter City under the Constitution and laws of the State of California, including the full power to make and enforce all laws and regulations with respect to municipal affairs.

The enumeration of powers in this Charter shall not be deemed exclusive and shall not restrict the authority of the City to govern local affairs.

Section 103. Continuation of Existing Laws

All lawful ordinances, resolutions, rules, regulations, contracts, rights, obligations, and liabilities existing at the time this Charter takes effect shall remain in full force unless modified pursuant to this Charter.

ARTICLE II

MUNICIPAL AFFAIRS AND GENERAL LAWS

Section 200. Municipal Affairs

The City of Orange has the power to make and enforce all laws respecting its municipal affairs as described by this Charter and established by the California Constitution, California statutes, and judicially defined law. This power is limited only as set forth in this Charter and the California Constitution.

Such powers are in addition to those granted or prescribed by applicable law for municipal corporations within the State of California. Each responsibility of governance set forth in this Charter is declared to be a municipal affair or concern.

The enumeration by this Charter of any particular power shall not constitute a limitation upon the City's general grant of powers under applicable law.

Section 201. General Laws

In addition to the powers granted by this Charter and the California Constitution, the City has the power and authority to adopt, make, exercise, and enforce all legislation, laws, and regulations and to take all actions and exercise any and all rights, powers, and privileges allowed by law. To the fullest extent permitted by the California Constitution, in the event of a conflict regarding a municipal affair, the provisions of this Charter shall control.

Section 202. Enactment of Laws and Exercise of Authority

Elected and appointed officials who exercise the powers granted by this Charter are prohibited from favoring or unlawfully discriminating against persons based upon a legally protected classification.

When enacting laws pursuant to this Charter, the City Council shall include findings that such laws promote public health, safety, welfare, fiscal responsibility, and the long-term interests of the residents of the City of Orange.

Section 203. Land Use

Except as otherwise provided by ordinance of the City Council, the City shall continue to be governed by California law as it applies to general law cities with respect to land use matters, including without limitation General Plan consistency, zoning regulations, subdivision laws, and housing law compliance.

Section 204. Open Space Reserve Protection

Establishment of the Open Space Reserve.

The Open Space Reserve is hereby established to preserve the City's significant open space lands,

parks, hillsides, canyons, creek corridors, wildlife habitat, scenic vistas, equestrian character, trails, and other natural resources for the benefit of present and future generations. The Open Space Reserve shall consist of all real property designated by ordinance or resolution of the City Council as part of the Open Space Reserve, together with any property thereafter so designated.

Permitted Uses.

Property within the Open Space Reserve shall be maintained and used exclusively for open space preservation, passive recreation, parks, trails, equestrian uses, habitat restoration, conservation, watershed protection, wildlife protection, educational uses, agriculture, grazing, public safety, public utilities, flood control facilities, and other public improvements or uses that are compatible with and preserve the property's natural, scenic, recreational, environmental, or rural character.

Prohibited Uses.

The City shall not approve, construct, permit, lease, sell, transfer, redesignate, subdivide, or otherwise authorize any residential, commercial, industrial, or mixed-use development within the Open Space Reserve that is inconsistent with the purposes of this Section. This prohibition includes, but is not limited to, single-family residential, multifamily residential, mixed-use residential, affordable housing, supportive housing, transitional housing, accessory dwelling units, mobile homes, or any other form of residential development.

Removal from the Open Space Reserve.

No property included within the Open Space Reserve may be removed from the Reserve, redesignated for another use, sold, exchanged, leased for an inconsistent purpose, or otherwise disposed of unless first approved by a majority of the electors voting on the measure at a regularly scheduled municipal election.

Consistency Finding.

Before approving any improvement or use within the Open Space Reserve, the City Council shall find that the proposed action is consistent with the purposes of this Section and will not materially impair the natural, scenic, recreational, environmental, or conservation value of the property.

Emergency and Maintenance Activities.

Nothing in this Section shall prohibit emergency response activities or the repair, maintenance, replacement, or improvement of existing public facilities, trails, utilities, flood control facilities, or other public infrastructure, provided such activities are reasonably necessary to protect public health, safety, welfare, or the long-term stewardship of the Open Space Reserve.

Replacement Open Space.

If the electors approve the removal of property from the Open Space Reserve, the City Council shall, to the maximum extent feasible, acquire or permanently preserve replacement open space of

equal or greater public, recreational, environmental, or conservation value.

Permanent Protection.

The restrictions contained in this Section shall run with the land. This Section may be amended or repealed only by a majority vote of the electors of the City of Orange voting on the measure at a regularly scheduled municipal election.

ARTICLE III
FORM OF GOVERNMENT

Section 300. Council-Manager Form of Government

The municipal government established by this Charter shall be known as the Council-Manager form of government.

Section 301. Powers Vested in City Council

All powers of the City shall be vested in the City Council except as otherwise provided by this Charter or by law.

ARTICLE IV
CITY COUNCIL

Section 400. Composition

Policy Options for Council Consideration

Option 1 – Preserve District Elections
This option establishes district-based elections in the Charter while leaving the operational details to the Municipal Code.

The City Council shall consist of the Mayor and the number of Council Members established by ordinance.

The Mayor shall be elected at large by the voters of the City.

Council Members shall be elected by district in accordance with applicable state and federal law. The City Council shall establish and adjust district boundaries as required by law.

The manner of election, district boundaries, terms of office, qualifications, vacancies, and related election procedures shall be established by ordinance and consistent with applicable state and federal law.

Option 2 – Maximum Local Flexibility

This option allows the City to determine the method of election by ordinance, subject to applicable state and federal law.

The City Council shall consist of the Mayor and the number of Council Members established by ordinance.

The Mayor and Council Members shall be elected in the manner established by ordinance and in compliance with applicable state and federal law.

If district-based elections are utilized, the City Council shall establish and adjust district boundaries as required by law.

The manner of election, district boundaries, terms of office, qualifications, vacancies, and related election procedures shall be established by ordinance.

Option 3 – Minimal Charter Language

This option leaves the method of election entirely to the Municipal Code, allowing the Charter to remain largely organizational in nature.

The City Council shall consist of the Mayor and the number of Council Members established by ordinance.

The Mayor and Council Members shall be elected in the manner prescribed by ordinance and in accordance with applicable state and federal law.

Section 401. Mayor

The Mayor shall serve as the presiding officer of the City Council and shall have all rights, powers, and duties of a Council Member.

Section 402. Mayor Pro Tempore

The City Council shall annually select one of its members to serve as Mayor Pro Tempore.

Section 403. Eligibility

No person shall be eligible to hold the office of Mayor unless he or she is, and has been for at least thirty (30) days immediately preceding the filing of nomination papers or appointment, a registered voter and resident of the City.

No person shall be eligible to hold the office of Council Member unless he or she is, and has been for at least thirty (30) days immediately preceding the filing of nomination papers or appointment, a legally registered voter and resident of the City and, if elected by district, a registered voter and resident of the district from which he or she seeks election or appointment.

Each elected Mayor and Council Member shall remain a registered voter and resident of the City, and each Council Member elected by district shall remain a registered voter and resident of the district represented, throughout the term of office. Loss of any required qualification shall create a vacancy in accordance with applicable law.

No creation of a district or change to district boundaries shall terminate the term of any Council Member elected prior to such change.

ARTICLE V
TERM LIMITS

Section 500. Mayor

No person shall serve as Mayor for more than two four-year terms in a lifetime.

Section 501. Council Members

No person shall serve as a member of the City Council for more than three four-year terms in a lifetime.

Section 502. Partial Terms

Service of more than two years of an unexpired term shall be considered a full term for purposes of term limits.

Section 503. Application of Term Limits

Pursuant to California Government Code Section 36502, the term limits established by this Article shall apply prospectively from the effective date of this Charter.

Service as Mayor or Council Member completed before the effective date of this Charter shall not be counted for purposes of calculating the term limits established by this Article.

No term being served on the effective date of this Charter shall be shortened or terminated by the adoption of this Article.

Only terms of office commencing after the effective date of this Charter shall count toward the term limits established by this Article.

ARTICLE VI
MUNICIPAL AFFAIRS, PROCUREMENT, AND LOCAL CONTROL

Section 600. Procurement and Contracting

The City shall have full authority over municipal contracting procedures, public works procurement, bidding thresholds, design-build authority, best-value procurement, alternative project delivery methods, professional services selection, and all other contracting methods allowed to Charter Cities under the California Constitution, including authority to establish exemptions from state public contracting statutes where permitted to charter cities.

Such procedures may be established, modified, or waived by ordinance or resolution of the City Council where permitted by law.

Section 601. Prevailing Wage

The City Council may establish by ordinance the procedures applicable to public works contracting and prevailing wage requirements for municipal affairs consistent with constitutional authority and applicable law.

Nothing in this section shall be construed to prohibit the City from applying state prevailing wage requirements where required by law or where determined by the City Council to be in the public interest.

Section 602. Eminent Domain

The City may not exercise the power of eminent domain to acquire private property for conveyance to another private party without the owner’s consent, except where necessary for mitigation of impacts caused by a public project or for the development, operation, or maintenance of facilities owned or operated by the City.

Section 603. Property Rights Protection Measure

Policy Option for Council Consideration

The City shall not enact or enforce any measure which mandates the price or other consideration payable to the owner in connection with the sale, lease, rent, exchange or other transfer by the owner of real property. Any such measure is hereby repealed.

The word "mandates" as used in this section includes any measure taken by ordinance, resolution, administrative regulation or other action of the City to establish, continue, implement or enforce any control or system of controls on the price or other terms on which real property in the city may be offered, sold, leased, rented, exchanged or otherwise transferred by its owner. The words "real property" as used in this section refers to any parcel of land or site, either improved or unimproved, on which a dwelling unit or residential accommodation is or may be situated for use as a home, residence or sleeping

place.

This Section shall not apply to:

1. any real property which contains serious health, safety, fire or building code violations, excluding those caused by disasters, for which a civil or criminal citation has been issued by the City and remains unabated for six months or longer;

2. any real property owned by a public entity, and real property where the owner has agreed by contract with the public entity, including the City and any of its related agencies, to accept a financial contribution or other tangible benefit including without limitation, assistance under the Community Redevelopment Law;

3. any planning or zoning power of the City as relates to the use, occupancy or improvement of real property and to any real property which the City or any of its related agencies may acquire by eminent domain, purchase, grant or donation;
4. any power of the City to require a business license for the sale or rental real property, whether for regulation or general revenue

5. any dwelling unit or accommodation in any hotel, motel or other facility when the transient occupancy of that dwelling unit or accommodation is subject to a transient occupancy tax; or

6. to impair the obligation of any contract entered into prior to the of this Section or otherwise required by State

Or

Section 603. Protection of Private Property Rights

Except as otherwise required by the California Constitution or applicable state or federal law, the City shall not adopt, impose, or enforce any ordinance, resolution, regulation, or other legislative or administrative action that establishes mandatory controls on the price, rent, or other financial consideration payable in connection with the sale, lease, rental, exchange, or other transfer of privately owned residential real property.

Nothing in this Section shall be construed to:

(a) Limit the City's authority to regulate land use, zoning, planning, subdivision, development standards, or building regulations;
(b) Limit the City's authority to enter into voluntary development agreements, affordable housing agreements, or other contractual arrangements authorized by law;
(c) Prohibit the City from implementing or enforcing requirements expressly mandated by state

or federal law; or
(d) Affect the City's authority to acquire, own, lease, sell, or dispose of property or to exercise the power of eminent domain as otherwise authorized by this Charter or applicable law.

Any provision of the Orange Municipal Code inconsistent with this Section is repealed to the extent of such inconsistency.

Section 604. Sales of City Assets

Pursuant to Government Code Section 37350, the City may purchase, lease, receive, hold, and dispose of real and personal property for the common benefit consistent with all notice, hearing, and voter approval requirements required by law.

Section 605. Public Utilities

Pursuant to applicable law, the City Council may sell and dispose of any public utility owned by the City, subject to all requirements of state law and voter approval where required.

Section 606. Liberal Construction

This Charter shall be liberally construed in favor of the exercise of authority by the City over municipal affairs.

The powers granted by this Charter are intended to be permissive rather than restrictive, and the enumeration of any specific power shall not be construed as limiting the general authority of the City to govern local affairs.

ARTICLE VII
VACANCIES IN OFFICE

Section 700. Permanent Vacancy

In the event of a vacancy in an elected office, as defined by California Government Code Section 1770, the City Council shall fill the vacancy by appointment within sixty (60) days or call a special election in accordance with applicable law.

The person appointed or elected to fill the vacancy shall serve the remainder of the unexpired term.

Notwithstanding the California Elections Code, a person appointed to fill a vacancy who seeks election to the same office in a subsequent general municipal election shall not be required to use the word “Appointed” in conjunction with the title of that City office as part of the ballot designation filed in the nomination documents.

Section 701. Temporary Vacancy, Suspension, and Ethical Misconduct

Pending trial or formal proceedings, the City Council may, by a three-fourths vote of the full City Council, suspend any elected or appointed officer against whom felony criminal proceedings have formally commenced, or where formal judicial or administrative proceedings involving corruption, fraud, abuse of office, official misconduct, or violations of ethics and conflict-of-interest laws are pending and suspension is authorized by applicable law.

By a majority vote of the full City Council, the City Council may terminate the suspension at any time and restore the officer to office.

The suspension shall automatically terminate, and the officer shall be restored to office, upon acquittal, dismissal of charges by the prosecuting authority, dismissal of charges by a court of competent jurisdiction, or final resolution of the matter without disqualification from office. In the event of a hung jury, the City Council may, by a three-fourths vote of the full City Council, extend the suspension unless the prosecuting authority confirms that charges will not be refiled. Nothing in this section shall authorize removal from office except where disqualification occurs by operation of law, including conviction of specified crimes, judicial findings of official misconduct, or violations of ethics and conflict-of-interest laws where removal is authorized by applicable law.

The City Council may adopt by ordinance additional procedures consistent with due process, applicable law, and this Charter.

Any action taken pursuant to this section shall be subject to review by the City Attorney and shall be consistent with all applicable provisions of state law.

ARTICLE VIII
FISCAL RESPONSIBILITY

Section 800. Fiscal Policy

The City shall be managed in a fiscally prudent manner that promotes long-term financial sustainability, responsible stewardship of public resources, and the preservation of the City's financial capacity to provide essential municipal services to both current and future residents. In exercising its fiscal authority, the City Council shall strive to maintain the City's financial integrity while investing in public infrastructure, community priorities, and other long-term municipal needs.

Section 801. Structurally Balanced Budget

The City Council shall adopt a structurally balanced budget each fiscal year. A structurally balanced budget is one in which recurring operating revenues are sufficient to fund recurring operating expenditures without reliance on one-time revenues, reserve withdrawals, asset sales, or other non-recurring financing sources, except as expressly authorized by the City Council for declared emergencies or other extraordinary circumstances.

Nothing in this Section shall prohibit the appropriation or expenditure of accumulated reserves, dedicated funds, grants, impact fees, or other legally available revenues for capital improvements, infrastructure, equipment, or other one-time expenditures under a pay-as-you-go financing strategy, even if total expenditures exceed total revenues in a particular fiscal year, provided the City's ongoing operating budget remains structurally balanced.

Section 802. Independent Audit

An independent annual audit shall be conducted and presented to the City Council and made available to the public.

Section 803. Supermajority Vote Required to Submit New Taxes

Nothing in this Charter shall alter or supersede the voter approval requirements established by the California Constitution or other applicable law for the imposition, extension, or increase of any tax.

No ordinance or resolution proposing a City-sponsored measure to impose, extend, or increase a municipal tax shall be submitted to the voters unless approved by the affirmative vote of at least three-fourths (3/4) of the total membership of the City Council.

Section 804. Fiscal Priorities for Additional General Fund Revenues

To promote the long-term fiscal sustainability of the City, the City Council shall give priority to the use of additional recurring General Fund revenues for the following purposes:

(a) Reducing unfunded pension and other post-employment benefit liabilities;
(b) Repairing, replacing, and maintaining public infrastructure and capital assets;
(c) Reducing outstanding debt and other long-term financial obligations of the City;
(d) Replenishing and maintaining prudent financial reserves; and
(e) Funding one-time capital improvements, equipment, technology, and other non-recurring investments that improve the City's long-term financial condition.

Nothing in this Section shall prohibit the City Council from appropriating revenues for essential municipal services or other lawful governmental purposes, provided the City's operating budget remains structurally balanced in accordance with this Charter.

ARTICLE IX
LEGAL PROVISIONS

Section 900. Violations

A violation of this Charter or any ordinance of the City shall be subject to an administrative citation and/or misdemeanor in accordance with this Charter and the Orange Municipal Code.

Section 901. Amendment

Amendments to this Charter shall be proposed and submitted to the electors of the City in the manner provided by the Constitution of the State of California and applicable law.

Section 902. Definitions

“City” means the City of Orange.

"Open Space Reserve" means those City-owned properties designated by ordinance or resolution of the City Council pursuant to Section 204.

“Shall” is mandatory and “may” is permissive.

Section 903. Severability

If any provision of this Charter, or its application to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this Charter that can be given effect without the invalid provision or application. To this end, the provisions of this Charter are declared to be severable.

Section 904. Effective Date

This Charter shall take effect upon voter approval and filing with the Secretary of State as required by law.

RESOLUTION NO. 11708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR THE MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, a General Municipal Election is to be held in the City of Orange, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters the following measure (hereafter, the "Measure"):

Proposed Charter for the City of Orange Shall the proposed Charter for the City of Orange, establishing the City as a charter city under the California Constitution and providing the City's governing document for municipal affairs, be adopted?	YES NO

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION 1. The City Council authorizes the following member(s) of its body

_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)

to file written arguments not exceeding 300 words regarding the City Measure as specified above, accompanied by the printed names and signatures of the authors submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City Measure may be submitted to the City Clerk.

SECTION 2. The argument(s) shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization,

the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code section 9600.

SECTION 3. The City Clerk is directed to transmit a copy of the Measure to the City Attorney unless the organization or salaries of the office of the City Attorney are affected. In accordance with Elections Code section 9280, the City Attorney is hereby directed as follows:

a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the City Attorney, the City Council may direct the City Clerk to prepare this impartial analysis.
b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the City.
c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, the following: "The above statement is an impartial analysis of Measure ____. If you desire a copy of the ordinance or measure, please call the election official's office at (714) 744-5500 and a copy will be mailed at no cost to you."
d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 4. That if more than one argument for or against the measure is submitted to the City Clerk within the time prescribed, she shall give preference and priority, in the order set forth in California Elections Code section 9287, to the arguments in favor/against submitted by: 1) the legislative body, or member(s) of the legislative body authorized by that body, 2) individual voter or *bona fide* association of citizens or combination of voters and associations, who are the *bona fide* sponsors or proponents of the measure, 3) *bona fide* associations of citizens, 4) individual voters who are eligible to vote on the measure.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of July 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of July 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

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Contract MA-012-25011371

For

Wildland Fire Personal Protective Equipment (PPE)

Between

OC Community Resources

And

LineGear, Inc.

Docusign Envelope ID: 61D57230-5D02-4DE4-8AD3-80F29E9A83F6

CONTRACT

MA-012-25011371
BETWEEN
COUNTY OF ORANGE
AND
LineGear, Inc.
FOR
Wildland Fire Personal Protective Equipment (PPE)

This Contract MA-012-25011371 for Wildland Fire Personal Protective Equipment (PPE) (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and LineGear, Inc., a California Stock Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Wildland Fire Personal Protective Equipment (PPE) under a usage Contract; and,

WHEREAS, County solicited Contract for Wildland Fire Personal Protective Equipment (PPE) as set forth herein, and Contractor represented that it is qualified to provide Wildland Fire Personal Protective Equipment (PPE) to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Wildland Fire Personal Protective Equipment (PPE) to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange

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County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for

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the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent

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by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil

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disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such

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counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of

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Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

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The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Wildland Fire Personal Protective Equipment (PPE) Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of the Indemnification and Insurance section, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;

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B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have

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the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

11. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

13. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a

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material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

15. Data – Title To:

All materials, documents, data or information obtained from County data files, or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

16. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising

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under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

18. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and
2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

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1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

20. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

21. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents,

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the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

25. Notices:

Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given

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upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	LineGear, Inc.
Attn:	Long John Nguyen
Address:	23121 Antonio Pkwy #125 Rancho Santa Margarita, CA 92688
Phone:	(949) 709-8808
Email:	LongJohn@LineGear.com

County's Project Manager: OC Community Resources	
Attn:	Eric Rubery
Address:	13042 Old Myford Road Irvine, CA 92602
Phone:	(714) 973-6632
Email:	eric.rubery@ocparks.com

cc: OC Community Resources/Procurement Services	
Attn:	Erin Barnes, County DPA
Address:	601 N Ross Street Santa Ana, CA 92701
Phone:	(714) 480-4629
Email:	erin.barnes@occr.ocgov.com

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26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

28. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

29. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

30. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

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31. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

32. Permits and Licenses

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

33. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

34. Inventory

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

35. Order Dates

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

LINEGEAR, INC.,

Signature	Name	Title	Date
Signed by: Long John Nguyen 7E60A62EBFA54A3...	Long John Nguyen	President/Secretary	7/29/2025
Signed by: Long John Nguyen 7E60A62EBFA54A3...	Long John Nguyen	President/Secretary	7/29/2025

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title		Date
Signed by: Erin Barnes 1D907242C7044A7...	Erin Barnes	Deputy Agent	Purchasing	7/30/2025

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A - SCOPE OF WORK

1. Overview

This scope of work outlines the ongoing need for the County of Orange - OC Parks (OC Parks) to procure Wildland Fire Personal Protective Equipment (PPE) for staff assigned to, or operating near, wildland fire incidents.

OC Parks seeks to partner with a qualified fire equipment providers that can provide exceptional performance and competitive pricing. OC Parks intends to obtain the most cost-effective fire and safety gear while ensuring maximum quality and service levels. Contractor is expected to supply fire equipment and gear on an ongoing or as-needed basis.

2. Objectives

A. Ensure the safety of personnel responding to wildland fire emergencies and incidents.

B. Provide high-quality fire-resistant clothing and firefighting gear that meets or exceeds current State of California regulations and the minimum standards set by the National Fire Protection Act for personal protective equipment for wildland fire fighting.

C. Deliver optimal protection against heat, flames, and hazardous materials.

D. Supply all required fire protective apparel and accessories for staff responding to wildland fire incidents within County jurisdiction.

3. Contractor Responsibilities

Contractor shall:

A. Possess all required Federal, State, and Local permits, licenses, and approvals necessary to provide the goods specified in this Scope of Work. All associated costs and fees shall be the sole responsibility of the Contractor.

B. Provide a dedicated Account Manager/Sales Representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all OC Park's questions/inquiries.

C. Provide garment specifications upon request from the County. If necessary, special orders may be requested, provided there is appropriate justification.

D. Itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.

4. Storefront Location Requirement

Contractor must maintain a storefront within a 50-mile radius of OC Parks Headquarters, located at 13042 Old Myford Rd., Irvine, CA 92602. This location must have sufficient space to store essential, high-demand wildland fire PPE and be fully operational by the date of contract execution.

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5. Account Manager/Sales Representative Availability and Responsibilities

A. Onsite Availability

Contractor shall provide an onsite representative available Monday through Friday, during normal business hours (9:00 a.m. to 5:00 p.m. Pacific Time), to assist County staff with:

- Scheduling appointments for order placement
- Apparel and footwear fittings

B. Boot Fitting and Order Fulfillment

Contractor must offer onsite NFPA-certified boot fitting and order fulfillment services on an as-needed basis. These services shall be coordinated through the onsite representative.

C. Account Management Support

Contractor's account manager or sales representative shall be available during regular business hours to:

- Assist with order placement and follow-up
- Address inquiries or issues related to product selection, delivery, or service
- Provide general support within the scope of their responsibilities

6. Inventory Availability

Contractor shall maintain reliable access to a distributor capable of providing PPE promptly to meet the operation needs of the County. PPE must be readily available upon request.

A. Refurbished, irregular, or previously used products shall not be accepted for order fulfillment under any circumstances.

B. Contractor shall ensure adequate stock levels of all contracted items to support timely fulfillment of County orders.

C. Contractor must notify the County Project Manager in writing at least thirty (30) calendar days prior to discontinuation of any contracted product. Discontinued items shall be automatically removed from availability; however, any replacement product must:

   a. Be of equal or superior quality to the discontinued item

   b. Be offered at a price equal or lower than the original contract price.

Contract may be amended on an as-needed basis to incorporate a revised product list.

D. Samples: Contractor shall be required to provide sample clothing items or accessories at no cost upon request from the County Project Manager or designee.

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7. Apparel and Footwear Size Requirements

A. Wildland fire shirts, coats, or jackets made from Tecasafe or Nomex, available in sizes ranging from Small to 6XL.

B. Wildland fire pants made from Tecasafe, Nomex, or a blend of Nomex and Kevlar, available in sizes Small to 6XL, with inseams ranging from 28 to 40 inches in men's sizes.

C. Wildland fire pants made from Tecasafe, Nomex, or a blend of Nomex and Kevlar, available in sizes 28 to 42 inches, with inseams ranging from 28 to 36 inches in women's sizes.

D. Wildland fire boots available in men's and women's sizes ranging from 6 to 15, with width options provided.

8. Substitutions

County may elect to accept substitute like commodities, commodities of equal or better quality and/or brand, costing equal or less than the original contracted commodities as set forth in this Contract with written authorized County approval. Substitute like commodities that cost more will require prior authorized approval from County before any substitution will take place.

9. Miscellaneous Commodities

Miscellaneous commodities may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities without prior written authorized County approval. Additional delivery locations may be added or deleted at any time with no penalty to County.

10. Orders

A. All orders shall be submitted by the requesting County representative directly to the Contractor via Delivery Order.

B. Contactor must notify the requesting County representative within two (2) business days of placing an order if any item is out of stock.

C. Completion of Order Notifications: Contractor must notify requesting County representative when a delivery has been made.

11. Deliveries

A. All pricing shall be FOB: Destination. No separate shipping charges will be authorized or reimbursed for any merchandise ordered against this Contract, including any additional products.

B. Delivery arrangements directly with the requesting County representative at the location specified on the order. Deliveries are expected to be made in full.

C. Approval for the delivery of partial or incomplete orders must be obtained from the County representative who placed the order prior to delivery.

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D. There shall be no additional charge for urgent order requests. Such orders must be delivered to the specified location within 24 hours of order acknowledgment, including after-hours, weekends, and holidays. County Holidays are listed as follows:

- New Years Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Native American Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

E. Delivery location is listed below. The County reserves the right to add additional locations at its discretion at any time.

County of Orange

OC Parks Headquarters

Operations Support Group

13042 Old Myford Rd.

Irvine, CA 92602

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Wildland Fire Personal Protective Equipment as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Item Description: FIRE SHELTER – NEW GEN FIRE SHELTER Manufacturer: ANCHOR INDUSTRIES	Each	$550.00
2	Item Description: FIRE SHELTER – NEW GEN FIRE SHELTER - LARGE Manufacturer: ANCHOR INDUSTRIES	Each	$624.00
3	Item Description: TRADITIONAL BRUSH SHIRT 5.8OZ TECASAFE Size: Small – XL Manufacturer: CREWBOSS	Each	$140.00
4	Item Description: TRADITIONAL BRUSH SHIRT 5.8OZ TECASAFE Size: 2XL-3XL Manufacturer: CREWBOSS	Each	$157.00
5	Item Description: CREWBOSS BRUSH SHIRT 5.8 OZ TECASAFE (ZIPPER) Size: S – XL Manufacturer: CREWBOSS	Each	$170.00
6	Item Description: CREWBOSS BRUSH SHIRT 5.8 OZ TECASAFE (ZIPPER) Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$195.00

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Line Item	Description	Unit of Measure	Unit Cost
7	Item Description: INTERFACE COAT 7.0 OZ TECASAFE Size: S – XL Manufacturer: CREWBOSS	Each	$320.00
8	Item Description: INTERFACE COAT 7.0 OZ TECASAFE Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$366.00
9	Item Description: INTERFACE COAT 6.0 OZ NOMEX Size: S – XL Manufacturer: CREWBOSS	Each	$400.00
10	Item Description: INTERFACE COAT 6.0 OZ NOMEX Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$457.00
11	Item Description: GEN II RESPONSE JACKET SIGMA 4 STAR Size: S – XL Manufacturer: CREWBOSS	Each	$320.00
12	Item Description: GEN II RESPONSE JACKET SIGMA 4 STAR Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$367.00
13	Item Description: JUMPSUIT 7 OZ TECASAFE Size: S – XL Manufacturer: CREWBOSS	Each	$375.00
14	Item Description: JUMPSUIT 7 OZ TECASAFE Size: 2XL – 3XL Manufacturer: CREWBOSS	Each	$375.00
15	Item Description: CLASSIC BRUSH PANT 7.0 OZ TECASAFE-SPRUCE Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$225.00
16	Item Description: CLASSIC BRUSH PANT 7.0 OZ TECASAFE-SPRUCE Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$259.00
17	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE SPRUCE Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$564.00
18	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE SPRUCE Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$648.00

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Line Item	Description	Unit of Measure	Unit Cost
19	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE KHAKI Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$564.00
20	Item Description: CLASSIC BRUSH PANT 7.0 OZ ADVANCE KHAKI Size: 2XL– 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$648.00
21	Item Description: CLASSIC BRUSH PANT 6.6 OZ PIONEER KHAKI Size: Small – XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$650.00
22	Item Description: CLASSIC BRUSH PANT 6.6 OZ PIONEER KHAKI Size: 2XL – 3XL INSEAM: 28-40 Manufacturer: CREWBOSS	Each	$715.00
23	Item Description: LAST CHANCE LIGHT-DUTY BELT Size: S – XL Manufacturer: BISON	Each	$20.00
24	Item Description: LAST CHANCE LIGHT-DUTY BELT Size: 2XL – 3XL Manufacturer: BISON	Each	$22.50
25	Item Description: CAL OSHA WILDLAND FIREFIGHTER GLOVES Size: XS - XL Manufacturer: NORTH STAR	Each	$28.00
26	Item Description: CAL OSHA WILDLAND FIREFIGHTER GLOVES Size: 2XL Manufacturer: NORTH STAR	Each	$30.00
27	Item Description: SPYDER GEAR WILDLAND PACK GEN 2 Manufacturer: TRUE NORTH	Each	$157.00
28	Item Description: LYNX 100 OZ HYDRATION WITH SNAPTITE Manufacturer: TRUE NORTH	Each	$83.00
29	Item Description: CAMELBAK MIL SPEC ANTITODE 3L RESERVOIR SHORT Manufacturer: CAMELBAK	Each	$42.00

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Line Item	Description	Unit of Measure	Unit Cost
30	Item Description: WILDLAND HELMET - FULL BRIM YELLOW Manufacturer: BULLARD	Each	$98.00
31	Item Description: WILDLAND HELMET - FULL BRIM RED Manufacturer: BULLARD	Each	$98.00
32	Item Description: WILDLAND HELMET - FULL BRIM WHITE Manufacturer: BULLARD	Each	$98.00
33	Item Description: WILDLAND HELMET - FULL BRIM DOVE GREY Manufacturer: BULLARD	Each	$98.00
34	Item Description: WILDLAND HELMET - FULL BRIM BLUE Manufacturer: BULLARD	Each	$98.00
35	Item Description: WILDLAND HELMET - FULL BRIM YELLOW Size: XL Manufacturer: BULLARD	Each	$98.00
36	Item Description: FACE PROTECTOR NECK SHROUD Size: ONE SIZE Manufacturer: CREWBOSS	Each	$65.00
37	Item Description: FIREPRO 1977 FS LOW-PROFILE WILDLAND GOGGLES Manufacturer: ESS	Each	$59.00
38	Item Description: STRIKETEAM WF WILDLAND GOGGLES Manufacturer: ESS	Each	$44.00
39	Item Description: STRIKETEAM XTO (EYEGLASSES) WILDLAND GOGGLES Manufacturer: ESS	Each	$44.00
40	Item Description: WILDLAND TACTICAL FIRE FIGHTER BOOT Size: FULL RANGE (MEN) Manufacturer: DANNER	Each	$400.00
41	Item Description: LINE SCOUT - WILDLAND FIRE FIGHTING BOOT Size: FULL RANGE (MEN) Manufacturer: WHITES	Each	$430.00
42	Item Description: FIRE GEAR BAG Manufacturer: TRUE NORTH	Each	$250.00

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Line Item	Description	Unit of Measure	Unit Cost
43	Item Description: FIRE GEAR BAG Manufacturer: GEAR 911	Each	$62.00
44	Item Description: DUAL RADIO HARNESS CHEST GEN 2 Manufacturer: TRUE NORTH	Each	$66.00
45	Item Description: HOT SHIELD WILDLAND FIREFIGHTER FACE MASK (N-95) Manufacturer: HOT SHIELD USA	Each	$78.00
46	Item Description: COAXSHER FS-1 MOJAVE PACK Manufacturer: COAXSHER	Each	$280.00
47	Item Description: MYSTERY RANCH HOT SPEED PACK-IA-NFPA / CALFIRE SPEC Manufacturer: MYSTERY RANCH	Each	$260.00
48	Item Description: MYSTERY RANCH HOTSHOT TL PACK Manufacturer: MYSTERY RANCH	Each	$345.00
49	Item Description: PELICAN 2750 HEADLAMP Manufacturer: PELICAN	Each	$35.00

B. **Aggregate Contract amount not to exceed: $150,000.00**

3. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

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5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. MA-012-25011371

f. Requisition TBD

g. Agency/Department's Account Number

h. Date of order

i. Product/Service description, quantity, and prices

j. Sales tax, if applicable

k. Freight/Delivery Charges, if applicable

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l. Total

Invoices and support documentation are to be forwarded to:

OC Community Resources

Attn: Accounts Payable

601 N. Ross Street

Santa Ana, CA. 92701

Email: einvoice@occr.ocgov.com

9. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Life-Assist, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Medical Products, Monitors, Software, Data Transmission, and Related Services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Medical Products, Monitors, Software, Data Transmission, and Related Services the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2535 for Medical Products, Monitors, Software, Data Transmission, and Related Services; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2535 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

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2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25830, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

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3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

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generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

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limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

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10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

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Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Life-Assist, Inc
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Andy Selby
Email: andy.selby@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

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deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

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21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

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ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: November 19, 2025 | 8:30 PM PST

VENDOR:

Signature: Signed by: Carrie Woodworth 49ABD2DB0DB6422...

Printed Name: Carrie Woodworth

Title: Contracts Manager
LIFE-ASSIST, INC

Dated: November 19, 2025 | 4:39 PM PST

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

MEDICAL PRODUCTS, MONITORS, SOFTWARE, DATA TRANSMISSION, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price
MEDICAL PRODUCTS AND SUPPLIES	31%
PHARMACEUTICLAS	31%
MEDICAL MONITORS, DEFIBRILLATORS, AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
TRAINING, SIMULATION, AND CERTIFICATION	15%
OTHER - CAPITAL EQUIPMENT - OPERATIONS	15%

EXCLUDES ITEMS ON SALE

Vendor pays freight for all standard ground shipments in the Continental US. Alaska and Hawaii shipments are sent via Priority Mail or UPS 2nd Day Air, and freight is added to the invoice. Vendor will only charge the actual freight amount that we are charged; it will never be marked up in price.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding $2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding $100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding $150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

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F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

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ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

TERMS AND CONDITIONS

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WARRANTIES AND LIABILITY LIMITS
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Warranties are limited to those offered by the manufacturer. Life-Assist, Inc. gives no express or implied warranties on any items shown in its catalog, price list, or otherwise offered for sale and shall not be responsible for the proper use and servicing of goods purchased nor does the company give any express or implied warranty that goods purchased are merchantable or fit for a particular purpose. Life-Assist, Inc. shall not be liable for special or consequential damage or injury to person or property which results from the use of these products. All products sold by Life-Assist, Inc. are intended for use by trained medical personnel.
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SHIPPING
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Free Standard Shipping within the contiguous U.S. on orders over $100! Orders under $100 will be charged a $14.50 shipping and handling fee. All other orders are shipped FOB origin and freight charges will be applied at time of shipment.

It is our service policy to ship orders the same day we receive them, providing the order is placed by 4:00 pm Monday through Friday. Most orders are shipped by UPS ground complete within 24 hours (M-F). If, by chance, an item is backordered, it will be shipped to you immediately upon our receipt.

Refrigerated items are only shipped Monday – Wednesday and will arrive in 1 – 2 days. Destinations outside of the 2-day shipping zone must be shipped 2nd Day Air and the air freight charges will apply. Refrigerated items cannot be returned.

Freight charges will be applied to special orders, overweight orders, oversized products, and requested rush deliveries.
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RETURNS
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If a product does not meet your specifications, you may return the item in its original and unaltered* packaging, in resalable condition, within 45 days. Prior to returning any purchase, please contact Customer Care at (800) 824-6016 or email CustomerCare@life-assist.com to obtain a return authorization number.

*Please note, we are unable to provide credit for items where packaging has been altered (i.e., marked with permanent marker or internal agency labels affixed).

Returned merchandise must be sent freight prepaid and be received in new, resalable condition.

To expedite the process, please have your shipping or invoice document available for reference.

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Items returned within 45 days of shipment will not be subject to a restocking fee. Items returned 46 days or more will be subject to a 15% restocking fee ($25.00 minimum) plus freight.

Non-returnable items include:
Pharmaceutical products
Custom / special order items
Refrigerated products
Items listed as non-returnable
Short dated or expired products
Items not in original packaging

Some goods, such as refrigerated items, special order items, short dated product and/or items more than 90 days old, etc., are not be eligible for credit. Products shipped directly from vendor partners require a vendor return authorization and are subject to the vendor's return policy and any applicable fees. If we make an error in filling or shipping your order, we will promptly rectify the mistake at no cost to you.

Please note: Issuance of a Return Authorization Number is required and does not guarantee credit. Credit will be issued only after the product is received, inspected, and confirmed to meet our return requirements.

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials and immediately contact Customer Care at (800) 824-6016 or email CustomerCare@life-assist.com.
Damage claims must be made within 5 days of receipt of merchandise.

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CREDIT
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Municipalities, fire and police departments, recognized volunteer organizations, government agencies and related: may purchase on terms of Net 30 days from shipping date without prior arrangement. Please fax or mail your first order on agency letterhead.

Commercial businesses: may apply for open account status by submitting a completed Life-Assist, Inc. Credit Application Form.

Resellers may request price quotations online only. Rx items are not available for resale.

Overdue accounts: will be assessed a 1 1/2% monthly (18% year) charge. Payment on account will be credited upon receipt at Life-Assist's office in Rancho Cordova, California. Delinquent accounts will be referred for collection. Purchaser will be liable for all costs of collection on overdue accounts, plus reasonable attorney's fees. A $20 service charge will be assessed on all returned checks.

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