



AGENDA

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

City Council August 26, 2025

Jarad L. Hildenbrand
City Manager

Wayne Winthers
Interim City Attorney

Pamela Coleman
City Clerk

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

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

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 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 in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

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

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 state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

(Continued on page 2)

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, we encourage the public to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be provided to the Council for consideration and posted on the City's website after the meeting.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 3:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council.

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 EMPLOYMENT**

Pursuant to Government Code Section 54957(b)1
Titles: City Attorney

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiators: Jarad Hildenbrand, City Manager; Monica Espinoza, Human Resources Director
Employee Organizations: Orange Management Association, International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division), and Top Management

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)
(One potential case)

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**

Sister Katherine Gray, Sisters of St. Joseph of Orange

1.2 PLEDGE OF ALLEGIANCE

Councilmember Arianna Barrios

1.3 ROLL CALL**1.4 PRESENTATIONS/ANNOUNCEMENTS**

Proclamation honoring K-9 Wyatt for seven and a half years of service to the City of Orange.

Attachments: [Staff Report](#)
 [Draft Proclamation](#)

Proclamation recognizing September as Hunger Action Month.

Attachments: [Staff Report](#)
 [Draft Proclamation](#)

Proclamation recognizing Polly's Pies Banberry Pie as the official pie of the City of Orange.

Attachments: [Staff Report](#)
 [Draft Proclamation](#)

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. Approval of minutes of the City of Orange City Council Regular Meeting held on August 12, 2025.

Recommended Action:

Approve minutes as presented.

Attachments: [Staff Report](#)
[August 12, 2025, Regular Meeting minutes](#)

3.3. Agreement with Officer Michael Osborn for the transfer of ownership of police service dog, Wyatt, assigned to the Police Department's Canine Team.

Recommended Action:

Approve the agreement with Michael Osborn to transfer ownership of canine Wyatt; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[Agreement with Michael Osborn](#)

3.4. Agreement with Bear Electrical Solutions, LLC for on-call signal, lighting, and electrical services.

Recommended Action:

1. Approve the agreement with Bear Electrical Solutions, LLC in the amount not-to-exceed \$750,000 for on-call signal, lighting, and electrical services; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the City Manager to execute an optional two-year contract extension in the amount not-to-exceed \$500,000.

Attachments: [Staff Report](#)
[Agreement with Bear Electrical Solutions, LLC](#)

3.5. Cooperative Agreement between the City of Anaheim and the City of Orange for the Ball Road-Taft Avenue Corridor Regional Traffic Signal Synchronization Project.

Recommended Action:

Approve the cooperative agreement with the City of Anaheim in the amount of \$61,520 for the implementation of Ball Road-Taft Avenue Corridor Regional Traffic Signal Synchronization Project; and authorize the Mayor and City Clerk to execute on behalf

of the City.

Attachments: [Staff Report](#)
[Attachment 1 Cooperative Agreement with the City of Anaheim](#)
[Attachment 2 Cooperative Agreement Exhibit A: Project Application](#)
[Attachment 3 Map of Ball Road-Taft Avenue RTSSP Corridor](#)

- 3.6. Approval of plans and specifications for the Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation Project; 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. 25-26.01; Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation Project (SP-4307).
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. Award of Contract to Peterson-Chase General Engineering Construction Inc. for Bridge Preventive Maintenance/Repair; Bid No. 24-25.23 (SP-3880).**

Recommended Action:

1. Accept into the City's revenue budget \$1,014,624 in grant funds from Federal Highway Administration Highway Bridge Program to Reimbursable Capital Projects (550):
550-5101-43301-255703 Structural Evaluation of City's Bridges
2. Authorize the appropriation of \$1,014,624 to Reimbursable Capital Projects (550):
550-5101-82001-255703 Structural Evaluation of City's Bridges
3. Authorize the appropriation of \$580,748 from Measure M2 (263) unreserved fund balance to:
263-5101-82001-255703 Structural Evaluations of City's Bridges
4. Approve the contract with Peterson-Chase General Engineering Construction, Inc. in the amount of \$2,831,237, representing an original bid amount of \$2,696,416, plus a 5% contingency of \$134,821, for Bridge Preventive Maintenance/Repair; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[Contract with Peterson-Chase General Engineering Construction, Inc.](#)
[Bid Abstract](#)

3.8. Approval of Final Tract Map No. 19253 for the Viewpoint Homes Project located at 901 E. Katella Avenue (formerly known as Intracorp Homes Project).

Recommended Action:

Approve Final Tract Map No. 19253.

- Attachments:** [Staff Report](#)
 [Site Map](#)
 [Final Map of Tract 19253](#)

3.9. Quitclaim of Storm Drain Easement at 2013 North Batavia Street.

Recommended Action:

Authorize the Mayor to execute a Quitclaim Deed of the storm drain easement to 2015 N. Batavia Street, LLC, a Nevada Limited Liability Company, at 2013 North Batavia Street (APN 374-651-08).

- Attachments:** [Staff Report](#)
 [Quitclaim Deed](#)

3.10. Memorandum of Understanding between the City of Orange and the Orange Management Association. Resolution No. 11632.

Recommended Action:

Adopt Resolution No. 11632. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11512 and approving the Memorandum of Understanding between the City of Orange and the Orange Management Association concerning wages, hours, and other conditions of employment effective July 1, 2025, through and including June 30, 2026.

- Attachments:** [Staff Report](#)
 [Resolution No. 11632](#)

END OF CONSENT CALENDAR

4. REPORTS FROM MAYOR SLATER

4.1. Discussion on implementation of Grant Thornton recommendations.

4.2. Chapman University Liaison Committee.

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.

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. REPORTS FROM CITY MANAGER

8. PUBLIC HEARINGS

- 8.1. **Public Hearing to consider Introduction and First Reading of an ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant, subject to special use regulations; and finding of California Environmental Quality Act (CEQA) exemption. Ordinance No. 13-25.**

Recommended Action:

1. Conduct and close the public hearing.
2. Introduce and conduct First Reading of Ordinance No. 13-25. An Ordinance of the City Council of the City of Orange amending Title 17 (Zoning) of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts subject to special use regulations.
3. Find the ordinance categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Sections 15061(b)(3).

Attachments:

[Staff Report](#)

[Attachment 1 - Ordinance No. 13-25 \(Clean\)](#)

[Attachment 2 - Ordinance No. 13-25 \(Redlined\)](#)

[Attachment 3 - Planning Commission Staff Report, June 2, 2025](#)

[Attachment 4 - Planning Commission Staff Report, July 7, 2025](#)

[Attachment 5 - Planning Commission Minutes, June 2, 2025](#)

[Attachment 6 - Planning Commission Minutes, July 7, 2025](#)

9. ADMINISTRATIVE REPORTS

- 9.1. **Establishment of Permit Parking Area "AD" to be compromised of the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue and E. Almond Avenue from S. Swidler Place to S. Olympia Way. Resolution No. 11630.**

Recommended Action:

Adopt Resolution 11630. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange.

Attachments: [Staff Report](#)
[Attachment 1 Resolution No. 11630](#)
[Attachment 2 Swidler Place and Almond Avenue Activation Map](#)
[Attachment 3 City Traffic Commission Staff Report June 11, 2025](#)
[Attachment 4 City Traffic Commission Minutes June 11, 2025](#)
[Attachment 5 Notification Letter Swidler Place & Almond Avenue](#)

9.2. Fiscal Years 2025-2030 Citywide Strategic Plan Quarterly Update.

Recommended Action:

Receive and file an update on the Fiscal Years 2025-2030 Citywide Strategic Plan.

Attachments: [Staff Report](#)
[Fiscal Years 2025-2030 Citywide Strategic Plan - August 26, 2025, Update](#)

10. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, September 9, 2025, 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: August 21, 2025



Agenda Item

City Council

Item #:

8/26/2025

File #: 25-0423

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

1. SUBJECT

Proclamation honoring K-9 Wyatt for seven and a half years of service to the City of Orange.

2. SUMMARY

Recognize the retirement of canine Wyatt, whose years of faithful service have made a lasting impact on our organization and the community. This proclamation honors canine Wyatt's dedication, courage, and the vital role he played as both a protector and a trusted companion.

A draft proclamation is attached to the staff report. The final proclamation will be presented to Officer Osborn and K-9 Wyatt during the meeting.

3. ATTACHMENT

- Draft Proclamation



Agenda Item

City Council

Item #:

8/26/2025

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THRU: Jarad Hildenbrand, City Manager

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3. ATTACHMENT

- Draft Proclamation

Proclamation

Honoring



Officer Michael Osborn and K-9 Wyatt

WHEREAS, K-9 Wyatt is a Slovakian German Shepard who entered into service with the Orange Police Department in January of 2018 and was assigned to Officer Michael Osborn. Wyatt has served as a multi-purpose dog trained for patrol service, tracking, and narcotics detection; and

WHEREAS, over the past seven and a half years, Wyatt has been instrumental in the assistance and apprehension of numerous criminal suspects, sniffing out large quantities of illegal drugs leading to the seizure of large amounts of cash related to the sales of drugs; and

WHEREAS, Wyatt participated in over 500 deployments, including searches at crime scenes, high-risk vehicle stops, alarm activations, and drug searches which have resulted in the seizure of over 100 pounds of narcotics and \$3,000,000 in cash; and

WHEREAS, Wyatt represented the City of Orange as a community liaison officer, participating in over 300 public demonstrations for schools, churches, and other civic organizations; and

WHEREAS, Wyatt provided an extra measure of safety for the Orange Police Officers by entering crime locations and searching them quickly, efficiently and safely; and

WHEREAS, this valued and productive K-9 officer has reached an age which has precluded him from continuing service with the Orange Police Department. Wyatt is retiring to live with the family of his handler and friend, Officer Michael Osborn.

NOW, THEREFORE, I, Dan Slater, Mayor of the City of Orange, on behalf of the City and entire City Council, do hereby express my sincere appreciation to Wyatt, a true hero, for his seven and a half years of loyal and dedicated service to the City of Orange and wish him a richly deserved retirement of belly rubs and back scratches!

DATED this 26th day of August 2025.

Daniel R. Slater, Mayor



Agenda Item

City Council

Item #:

8/26/2025

File #: 25-0486

1. SUBJECT

Proclamation recognizing September as Hunger Action Month.

2. SUMMARY

Recognize September 2025 as Hunger Action Month as part of a national effort to raise awareness around food insecurity and mobilize community action.

A draft proclamation is attached to the staff report. The final proclamation will be presented to Second Harvest Food Bank during the meeting.

3. ATTACHMENT

- Draft Proclamation



Agenda Item

City Council

Item #:

8/26/2025

File #: 25-0486

1. SUBJECT

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2. SUMMARY

Recognize September 2025 as Hunger Action Month as part of a national effort to raise awareness around food insecurity and mobilize community action.

A draft proclamation is attached to the staff report. The final proclamation will be presented to Second Harvest Food Bank during the meeting.

3. ATTACHMENT

- Draft Proclamation

Proclamation
Recognizing
September 2025 as Hunger Action Month

WHEREAS, hunger and poverty are issues of vital concern in California, where one in five individuals face food insecurity daily and do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and people are working hard to provide for themselves and their families—yet over 359,000 individuals, including over 86,000 children, here in Orange County are food insecure; and

WHEREAS, the City of Orange is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in our community need; and

WHEREAS, the City of Orange is committed to working with the Orange County Hunger Alliance in educating people about the role and importance of food banks and food care in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, in the first half of 2025, Orange County Food Bank and Second Harvest Food Bank collectively recorded an average of 810,996 individual food distribution visits per month from our community members facing food insecurity; and

WHEREAS, in the first half of 2025, Orange County Food Bank and Second Harvest Food Bank have collectively distributed 36,709,298 pounds of food through its partner network of food pantries, soup kitchens, shelters, senior centers, schools, colleges, universities, houses of worship, and other community organizations; and

WHEREAS, Abound Food Care helps to facilitate the recovery of more than 25 million pounds of excess edible food in Orange County each year, reducing food waste and diverting that food to those who need it; and

WHEREAS, the month of September has been designated as “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteering, donating, and advocating – to ensure every community, and everybody in it, has the food they need to thrive; and

WHEREAS, food banks and other organizations across the country, including the members of the Orange County Hunger Alliance, will host events throughout the month of September to bring awareness and help end food insecurity in our local community.

NOW, THEREFORE, I, Daniel R. Slater, Mayor of the City of Orange, on behalf of the entire City Council, do hereby recognize September 2025 as **HUNGER ACTION MONTH** in the City of Orange, and I call this observance to the attention of our residents.

DATED this 26th day of August 2025.

Daiel R. Slater, Mayor



Agenda Item

City Council

Item #:

8/26/2025

File #: 25-0500

1. SUBJECT

Proclamation recognizing Polly's Pies Banberry Pie as the official pie of the City of Orange.

2. SUMMARY

Recognize and celebrate the 50th Anniversary of the Banberry Pie.

A draft proclamation is attached to the staff report. The final proclamation will be presented to Polly's Pies during the meeting.

3. ATTACHMENT

- Draft Proclamation



Agenda Item

City Council

Item #:

8/26/2025

File #: 25-0500

1. SUBJECT

Proclamation recognizing Polly's Pies Banberry Pie as the official pie of the City of Orange.

2. SUMMARY

Recognize and celebrate the 50th Anniversary of the Banberry Pie.

A draft proclamation is attached to the staff report. The final proclamation will be presented to Polly's Pies during the meeting.

3. ATTACHMENT

- Draft Proclamation

Proclamation

Honoring

Polly's Pies

WHEREAS, for almost 55 years, Polly's Pies has been a beloved cornerstone of the City of Orange, and we are proud to celebrate the 50th anniversary of its most famous creation, the Banberry Pie, a delicious dessert that was born right here in our City; and

WHEREAS, since its creation in 1975, the Banberry Pie has become more than just a dessert; it has grown into a legend, with its delightful banana cream filling, fresh strawberries, and signature ring of real whipped cream, making it Polly's Pies' top-selling pie and a cherished local favorite; and

WHEREAS, the Orange location of Polly's Pies opened on Nov. 8, 1971, on N. Tustin Ave, and stands as a true institution in the City, a place where families have gathered and memories have been made for decades; and

WHEREAS, founded by Eddie and Don Sheldrake in our neighboring city of Fullerton in 1968, Polly's Pies remains a testament to the power of a family-owned business, expanding to 13 locations while staying true to its roots and its commitment to quality breakfast, lunch, and dinner; and

WHEREAS, each day, Polly's Pies continues its tradition of excellence by roasting its own coffee beans and baking its own breads, cookies, muffins, pastries, and pies from scratch, and has become a cherished annual tradition for countless families by serving thousands of holiday meals every year; and

WHEREAS, Polly's Pies demonstrates its commitment to the community by generously donating pies to local service members, veterans, and first responders, and by teaming up with a non-profit organization to bring new green space to a local school; and

WHEREAS, Polly's Pies holds a special place in the hearts of generations of residents who have found comfort, good food, and great company in its warm, family-friendly atmosphere, and we are honored that it will forever call the City of Orange "home."

NOW, THEREFORE, I, Daniel R. Slater, Mayor of the City of Orange do hereby recognize Polly's Pies' Banberry Pie as the official pie of the City of Orange, and I call this observance to the attention of our residents.

DATED this 26th Day of August, 2025.



Agenda Item

City Council

Item #: 3.1.

8/26/2025

File #: 25-0473

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

City Council

Item #: 3.1.

8/26/2025

File #: 25-0473

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

City Council

Item #: 3.2.

8/26/2025

File #: 25-0496

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 Meeting held on August 12, 2025.

2. SUMMARY

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

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- August 12, 2025, Regular Meeting minutes



Agenda Item

City Council

Item #: 3.2.

8/26/2025

File #: 25-0496

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 Meeting held on August 12, 2025.

2. SUMMARY

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

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- August 12, 2025, Regular Meeting minutes

MINUTES - DRAFT

City of Orange

City Council

August 12, 2025

The City Council of the City of Orange, California convened on Tuesday, August 12, 2025, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

Pursuant to Government Code Section 54953(b), Councilmember Gyllenhammer participated in this meeting via teleconference from Out N About Treehouses, The Lodge, 300 Page Creek Road, Cave Junction OR 97523. A copy of the agenda was posted at this location.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:00 p.m.

1.1 ROLL CALL

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

Absent: None

Councilmember Gyllenhammer participated via teleconference.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:01 p.m. with all Members present to discuss the following:

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)1

Title: City Attorney

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City Negotiators: Jarad Hildenbrand, City Manager; Tom Kisela, Interim City Manager; Monica Espinoza, Human Resources

Employee Organizations: Orange Management Association, International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division), and Top Management

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (One potential case)

RECESS TO REGULAR MEETING: At 6:02 p.m., the City Council recessed from Closed Session to a Regular Meeting in the Council Chamber.

The Council reconvened in Closed Session at 10:10 p.m. with all Members present. Councilmember Gyllenhammer participated via teleconference.

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 10:30 p.m.

6:00 PM REGULAR SESSION**1. OPENING/CALL TO ORDER**

Mayor Slater called the meeting to order at 6:09 p.m.

1.1 INVOCATION

Given by Rev. Father Neil Edlin from St. Mary Magdalene Church.

1.2 PLEDGE OF ALLEGIANCE

Led by Mayor Dan Slater.

1.3 ROLL CALL

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

Councilmember Gyllenhammer participated via teleconference.

1.4 ANNOUNCEMENTS

Council presented Interim City Manager Tom Kisela with a City street sign and thanked him for his three years of service as City Manager.

1.5 REPORT ON CLOSED SESSION ACTIONS

Interim City Attorney Winthers reported that Council will reconvene in Closed Session after the Regular Session.

2. PUBLIC COMMENTSPublic Speakers:

Greg Arrowsmith spoke about the impacts of bankruptcy on a city.
Cynthia Gonzalez spoke about recent federal immigration raids.

Reggie Mundekis described reimagined grocery stores and markets in other communities and looks forward to those types of stores coming to Orange.

Miguel Telles expressed concerns with increased traffic and safety on Meats and Santiago.

Heather Flessing expressed concerns with increased traffic and safety on Meats and Santiago.

Alice Lee spoke about recent federal immigration raids by masked agents.

Doug Hamilton spoke about the blighted condition of the Village at Orange.

Craig Attanasio spoke about recent federal immigration raids by masked agents.

Written Public Comment

Janice Brownfield submitted an email encouraging the City to generate income from solar energy initiatives and power purchase agreements.

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 July 15, 17, 24, 29, and 31, 2025 and payroll check warrants date July 3 and 18, 2025.

ACTION: Ratified the accompanying registers.

3.3. Approval of minutes of the City of Orange City Council Special Meeting held on July 19, 2025; and Regular Meeting held on July 22, 2025.

ACTION: Approved minutes as presented.

3.4. Agreement with Siemens Industry, Inc., as a single source vendor, for video surveillance cameras, hardware, and licensing for the new Police Department Property storage facility.

ACTION: Approved the agreement with Siemens Industry, Inc. in the amount of \$46,458 for a video surveillance system; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.5. Agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade.

ACTION: Approved the agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.6. Agreement with Robertson Industries, Inc. for maintenance and repair of rubberized play surface material for tot lots in five City parks.

Item 3.6 was removed from the Consent Calendar for separate consideration by Councilmember Gutierrez.

Staff answered Council's questions about using alternative funds to cover the cost of this agreement.

ACTION: A motion was made by Councilmember Gutierrez, seconded by Mayor pro tem Bilodeau, to approve the agreement with Robertson Industries, Inc. in the amount not to exceed \$56,522.40 for maintenance and repair of rubberized play surface material to maintain safe fall zones in five City park tot lots; 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

3.7. Agreement with CentralSquare Technologies, LLC for maintenance of the Police Department's Computer Aided Dispatch and Records Management System.

ACTION: Approved the agreement with CentralSquare Technologies, LLC in the amount of \$56,332.37 for maintenance of the Police Department's computer aided dispatch and records management system; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.8. First Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of Brandon Jacob Hull v. City of Orange, et al.

ACTION: Approved a First Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of \$30,000; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.9. Cooperative agreement with the City of Santa Ana for the Main Street Slurry Seal and Resurfacing Project.

ACTION: Approved the cooperative agreement with the City of Santa Ana in the amount of \$104,670, representing the City of Orange's share of the estimated construction costs plus a 15% contingency, for the Main Street Slurry Seal and Resurfacing Project; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.10. Award of Sourcewell Contract to Horizons Construction Company International, Inc. for improvements at Main, Taft, and El Modena Library branches; and finding of California Environmental Quality Act exemption.

ACTION: 1) Approved the contract with Horizons Construction Company International, Inc. in the amount of \$707,433 and a 10% contingency of \$70,744, for a total not to exceed \$778,177 for construction and facility improvements at the Main, Taft, and El Modena Library branches; 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) Authorized the appropriation of \$489,884.27 from the Developer Impact Fees - Library Fund (580) unreserved fund balance to:

580-2101-84101-262113-20 \$92,581.84

580-2101-84101-262108-20 \$168,274.42

580-2101-84101-262107-20 \$229,028.01

4) Authorized the following budget transfer in the Capital Projects Fund (500):

From: 500-2101-84101-252107-20- Main Library Facility Improvements \$24,213.55

To: 500-2101-84101-252109-20- HVAC Replacement - Library \$24,213.55

5) Authorized the following budget transfer in the General Fund (100):

From: 100-2101-53101-252103-20-PatronDonations \$7,500

To: 100-2101-53101-252107-20- Main Library Facility Improvements \$7,500

3.11. Award of Contract to Tess Electric Inc. for electrical on-call services.

ACTION: Approved the contract with Tess Electric Inc. in the amount of \$210,000 for electrical on-call services; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.12. Notice of Completion and Acceptance for Community Development Block Grant Fiscal Year 2024-2025 Pixley Neighborhood Street Rehabilitation Project; Bid No. 24-25.14 (SP-4293).

ACTION: 1) Accepted the Community Development Block Grant Fiscal Year 2024-2025 Pixley Street Neighborhood Street Rehabilitation Project as complete.

2) Authorized the City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

3.13. Notice of Completion and Acceptance for Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025; Bid No. 24-25.04 (S-252).

ACTION: 1) Accepted the Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025 project as complete.

2) Authorized City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

3.14. Annual review and approval of the Statement of Investment Policy for Fiscal Year 2025-26.

ACTION: Adopted the Fiscal Year 2025-26 City of Orange Investment Policy.

3.15. Side Letter Agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO. Resolution No. 11627.

ACTION: 1) Adopted Resolution No. 11627. A Resolution of the City Council of the City of Orange establishing a side letter agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, effective July 1, 2020, through and including June 30, 2026.

2) Authorized staff to implement terms and incorporate the Side Letter Agreement into a future Memorandum of Understanding.

3.16. Adoption of Financial Management Policies. Resolution No. 11628.

ACTION: Adopted Resolution No. 11628. A Resolution of the City Council of the City of Orange approving and adopting Financial Management Policies.

3.17. Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association. Resolution No. 11629.

ACTION: Adopted Resolution No. 11629. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11511 and approving the Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association, concerning wages, hours, and other conditions of employment effective July 1, 2025, through and including June 30, 2026.

Approval of the Consent Calendar

Item 3.6 was removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Councilmember Tavoularis, seconded by Mayor pro tem Bilodeau, 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. Discussion on how best to implement Grant Thornton recommendations

Council discussed several ideas surrounding the report presented by Grant Thornton including forming a liaison committee to work with Chapman University, holding an economic development study session, compiling a list of vacant properties, and addressing rezoning issues. Council would like to give the new City Manager time to assess the City's current status before proceeding.

Public Speaker:

Reggie Mundekis supports implementing Grant Thornton recommendations to avoid bankruptcy.

4.2. Discussion on revising the Design Review Committee ordinance

Mayor Slater discussed the need to revise the Design Review Committee (DRC) ordinance to make the City more business-friendly. A preservation ordinance that would include a Heritage Commission is forthcoming; however, in the meantime, the Mayor is proposing revisions to the current ordinance that would reduce the scope of the Design Review Committee.

Staff indicated they could make revisions to the current ordinance that would allow for administrative design review of all new developments, signs, and demolition except for properties located in a historic district, properties on the City's historic inventory, and properties that are over 50 years old that staff determines to be historic. Once approved by the Planning Commission, the proposed ordinance will be presented to Council.

Public Speakers:

Maryanne Skorpanich, Orange Legacy Alliance (OLA), remarked on the group's progress in crafting a Historic and Cultural Resource Preservation Ordinance.

Robert Boice, Old Towne Preservation Association (OTPA) spoke in support of a preservation ordinance and encouraged the City to become a Certified Local Government.

Adrienne Gladson stated current DRC members should be asked to provide input.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to direct staff to draft a moratorium ordinance that removes non-historic and non-contributing structures from Design Review Committee's purview. In addition, the draft ordinance should be provided to OLA and OTPA for review.

A substitute motion was made by Mayor Slater, seconded by Councilmember Dumitru, to direct staff to draft a new ordinance as outlined by Community Development staff revising the scope of the Design Review Committee. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Tavoularis, Gyllenhammer, and Slater

Noes: Barrios, and Gutierrez

Absent: None

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez)

Councilmember Gutierrez highlighted the following local business: Fratellino's Italian Kitchen.

5.2. Other Councilmember Reports

Councilmember Tavoularis requested a Proclamation for Polly's Pies recognizing the Banberry Pie as the official pie of Orange. The Banberry Pie was created in 1975 at the Orange Polly's Pies location.

Councilmember Dumitru requested staff to work with OCTA to look at the correlation between transit hubs and homelessness.

Councilmember Barrios reported she was invited by Supervisor Sarmiente to attend the OC Board of Supervisors meeting honoring Chicano Heritage Month. She also reported that Santa Ana Mayor Valerie Amezcuca is encouraging city leaders to sign a joint commitment to protect communities from unlawful federal immigration enforcement.

6. AB 1234 REPORTS

None

7. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Appointment to the Orange Public Library Board of Trustees.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to confirm Mayor Slater's recommendation to appoint Sharon Zimmerman to the Orange Public Library Board of Trustees for a three-year term ending on June 30, 2028. The motion carried by the following vote:

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

Noes: None

Absent: None

8. REPORTS FROM CITY MANAGER

None

RECESS: The City Council recessed at 8:09 p.m. and reconvened at 8:24 p.m. with all Members present. Councilmember Gyllenhammer participated via teleconference.

9. ADMINISTRATIVE REPORTS

9.1. Amended and Restated Agreement with Orange International Street Fair, Inc. to produce both Treats in the Streets and the annual Tree Lighting Ceremony.

Councilmember Barrios recused herself from Item 9.1 due to a potential conflict with her spouse sitting on the OISF Board; she also serves as the co-captain for the Treats in the Streets event. She left the dais at 8:24 p.m.

Sr. Assistant to the City Manager Jack Morgan provided the staff report.

Public Speakers:

Adam Feliz, OISF Board president, answered Council's questions about event logistics and fundraising efforts.

James Kushon spoke in support of the Tree Lighting Ceremony program remaining under the control of Master Chorale.

During discussion, Council discussed the term of the agreement, including an OISF point of contact for Old Towne businesses to call in case of any issues, OISF and Master Chorale maintaining the traditional portions of the event, vendor sales ending at 5 p.m., and a debrief with OISF after the events.

A motion was made by Councilmember Dumitru, seconded by Mayor Slater, to approve the amended and restated agreement with Orange International Street Fair, Inc. to produce the annual Treats in the Streets event and the annual Tree Lighting Ceremony for a two-year term and additional items as discussed; and authorize the Mayor and City Clerk to execute on behalf of the City.

Mayor Slater requested to amend the motion to allow the sale of alcohol at the discretion of OISF with restrictions. Councilmember Dumitru agreed.

An amended motion was made by Councilmember Dumitru, seconded by Mayor Slater, to: 1) approve the amended and restated agreement with Orange International Street Fair, Inc. (OISF) to produce the annual Treats in the Streets event and the annual Tree Lighting Ceremony with the following added conditions: agreement is for a two-year term, OISF will include a point of contact for Old Towne businesses to call in case of any issues, OISF and Master Chorale maintain the traditional portions of the event, vendor sales end at 5 p.m., conduct a debrief with OISF, and, at the discretion of OISF, allow the sale of alcohol; and 2) authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

Recuse: Barrios

Councilmember Barrios returned to the dais at 8:49 p.m.

9.2. Memorandum of Agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance. (Continued from May 13, 2025)

Entered into the record: Most recent version of the agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance. An older version of the agreement was inadvertently included with the initial release of the agenda packet.

Public Speaker:

Nathan Swanek spoke in support of approval.

Written Public Comments

The following submitted eComments in opposition: Adrienne Gladson and Leslie Manderscheid.

Tinnelly Law Group, attorney for Mabury Ranch HOA, submitted a letter in support of approval.

During deliberation, Council discussed liability and the cost of removing and maintaining existing trees.

A motion was made by Mayor Slater, seconded by Councilmember Gyllenhammer, to approve the Memorandum of Agreement with Mabury Ranch Homeowner's Association for tree maintenance at an initial cost of \$99,000, and an ongoing tree maintenance cost of \$5,000 annually. The motion failed by the following vote:

Ayes: Barrios, Gyllenhammer, and Slater

Noes: Bilodeau, Dumitru, Gutierrez, and Tavoularis

Absent: None

9.3. Establishment of Permit Parking Area “AC” to be comprised of both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus. Resolution No. 11626.

Councilmember Gutierrez recused herself from Item 9.3 due to a potential conflict with nearby property and left the dais at 9:09 p.m.

Public Speaker:

Velinda Lynem spoke in support.

Council discussed impacts to surrounding neighborhoods.

A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to adopt Resolution 11626 approving permit parking on Via Lardo Avenue. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Tavoularis, Gyllenhammer, and Slater

Noes: None

Absent: None

Recuse: Gutierrez

Councilmember Gutierrez returned to the dais at 9:14 p.m. Mayor pro tem Bilodeau left the dais at 9:14 p.m. and returned at 9:18 p.m.

9.4. Presentation of Orange Yards vision for development in the West Katella gateway area.

Economic Development Manager Aaron Schulze and Diego Velasco, City Thinkers, provided the staff report utilizing a PowerPoint presentation and answered Council's questions regarding the project name, icon, and zoning.

Public Speakers:

Cindy Wimbish spoke in support of the vision and concept.

Brandy Romero spoke in support of the concept; however, disliked the name "Orange Yards."

With Council concurrence, staff was directed to evaluate an enterprise zone near the Taft corridor.

Written Public Comments

OC for People-Oriented Places submitted a letter urging the City to prioritize multimodal improvements to the area.

Matt Parlow, Chapman University President-Elect, submitted an eComment in support.

The presentation was received and filed.

9.5. Investment Portfolio Update for April, May, and June of 2025.

City Treasurer Smith provided the staff report and updated Council on fixed rate annuities. Currently, the State does not allow this type of investment. He informed Council he is drafting a bill to allow cities to invest in fixed rate annuities.

Written Public Comment

Jordan Prell, Investment Advisory Committee Member, submitted an eComment informing Council the Investment Advisory Committee reviewed the reports at their July 23, 2025, Regular meeting.

The Investment Portfolio report was received and filed.

Council recessed at 10:05 p.m. and reconvened in Closed Session at 10:10 p.m. with all Members present.

Council reconvened in Open Session at 10:30 p.m. with nothing to report.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:30 p.m.

The next Regular City Council meeting will be held on Tuesday, August 26, 2025, 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



Agenda Item

City Council

Item #: 3.3.

8/26/2025

File #: 25-0321

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

1. SUBJECT

Agreement with Officer Michael Osborn for the transfer of ownership of police service dog, Wyatt, assigned to the Police Department's Canine Team.

2. SUMMARY

Transfer of ownership of police canine Wyatt to canine handler Officer Michael Osborn. Canine Wyatt's last day of service was on July 12, 2025.

3. RECOMMENDED ACTION

Approve the agreement with Michael Osborn to transfer ownership of canine Wyatt; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Canine Wyatt has served with the Orange Police Department since 2018. Over the past seven years, canine Wyatt has participated in numerous operations, including narcotics detection, patrol support, suspect apprehension, and public demonstrations.

The canine has been handled exclusively by Officer Michael Osborn, who has built a strong bond with canine Wyatt through daily care, training, and deployment. Canine Wyatt has reached the end of his career due to age and is being formally retired from duty.

It is customary and in the best interest of canine Wyatt and the department to allow the long-time handler to assume ownership upon retirement. The continued companionship provides the dog with stability and comfort while allowing the handler to ensure its proper care in retirement. The transfer will be at no cost to the City, with Officer Michael Osborn assuming full responsibility for future veterinary care and daily needs. The dog will be removed from all departmental liability and will no longer be used in any official law enforcement capacity.

The transfer of ownership agreement with Officer Michael Osborn requires him to indemnify and defend the city for any injuries or property damage arising out of the conduct of Wyatt. Should Officer

Osborn not be able to provide reasonable care for Wyatt, he agrees to have Wyatt humanely euthanized.

The Police Department supports the transfer of ownership of canine Wyatt to handler Officer Michael Osborn, recognizing their dedicated service and the importance of continuity and compassion in the dog's retirement.

7. ATTACHMENTS

- Agreement with Michael Osborn



Agenda Item

City Council

Item #: 3.3.

8/26/2025

File #: 25-0321

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Adam Jevic, Chief of Police

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2. SUMMARY

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3. RECOMMENDED ACTION

Approve the agreement with Michael Osborn to transfer ownership of canine Wyatt; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Canine Wyatt has served with the Orange Police Department since 2018. Over the past seven years, canine Wyatt has participated in numerous operations, including narcotics detection, patrol support, suspect apprehension, and public demonstrations.

The canine has been handled exclusively by Officer Michael Osborn, who has built a strong bond with canine Wyatt through daily care, training, and deployment. Canine Wyatt has reached the end of his career due to age and is being formally retired from duty.

It is customary and in the best interest of canine Wyatt and the department to allow the long-time handler to assume ownership upon retirement. The continued companionship provides the dog with stability and comfort while allowing the handler to ensure its proper care in retirement. The transfer will be at no cost to the City, with Officer Michael Osborn assuming full responsibility for future veterinary care and daily needs. The dog will be removed from all departmental liability and will no longer be used in any official law enforcement capacity.

The transfer of ownership agreement with Officer Michael Osborn requires him to indemnify and defend the city for any injuries or property damage arising out of the conduct of Wyatt. Should Officer

Osborn not be able to provide reasonable care for Wyatt, he agrees to have Wyatt humanely euthanized.

The Police Department supports the transfer of ownership of canine Wyatt to handler Officer Michael Osborn, recognizing their dedicated service and the importance of continuity and compassion in the dog's retirement.

7. ATTACHMENTS

- Agreement with Michael Osborn

A G R E E M E N T

This Agreement is made and entered into this ____ day of _____, 2025 between the City of Orange, a municipal corporation, hereinafter referred to as “City”, and Michael Osborn, an individual, hereinafter referred to as “Officer Osborn.”

WITNESSETH:

WHEREAS, City owns a German Shepard Dog, commonly known as “Wyatt” (Wyatt), which has served the City for seven years as a member of the Orange Police Department K9 Team; and

WHEREAS, Wyatt has been trained to aid in the apprehension of criminal suspects and could be dangerous to others if not placed in the care of a trainer. For the safety of Wyatt and the public it is preferable that he remains in the hands of the person and family that have been providing his care and training; and

WHEREAS, Officer Osborn is a trained Canine Officer employed by the City of Orange Police Department, and is an experienced dog handler; and

WHEREAS, Officer Osborn is specifically familiar with Wyatt, inasmuch as the animal has lived with Officer Osborn and his family for seven years when Officer Osborn was the dog’s handler; and

WHEREAS, the City desires to relieve itself of the expense of providing care for the animal, and Officer Osborn desires to acquire ownership and assume complete responsibility for Wyatt.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE CITY AND OFFICER OSBORN AS FOLLOWS:

1. The City and Officer Osborn agree that Wyatt has been trained to perform certain Police work and that the dog has, in fact, performed such services for the Orange Police Department for seven years.
2. The City and Officer Osborn agree that Wyatt, due to age, has reached the end of his service duty.
3. Officer Osborn agrees to assume full responsibility for the reasonable care, feeding, and medical attention for Wyatt, at his own expense.
4. Officer Osborn agrees to hold harmless and shall defend the City against any and all claims and suits, regardless of the nature, alleging physical injury and/or property damage resulting from the acts of Wyatt, after he acquires ownership.
5. Officer Osborn agrees that if ownership is transferred to him, he shall not transfer his ownership to any other person. If Officer Osborn, for any reason, becomes unwilling or unable to provide reasonable care, feeding, and medical attention, Officer Osborn shall cause Wyatt to be humanely euthanized.

6. The City has determined Wyatt to be surplus to the City's needs and without monetary value due to the potential liability exposure to the City, and as such, cannot be sold in accordance with City Surplus Property Disposition Laws.

7. The City hereby transfers to Officer Osborn all rights and interest which it has in Wyatt.

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

"OFFICER OSBORN"

MICHAEL OSBORN, an individual

By: 
Printed Name: MICHAEL OSBORN

"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

√



Agenda Item

City Council

Item #: 3.4.

8/26/2025

File #: 25-0325

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Agreement with Bear Electrical Solutions, LLC for on-call signal, lighting, and electrical services.

2. SUMMARY

Proposals for on-call signal, lighting, and electrical services were received and opened on July 3, 2025. The top-ranked proposer is Bear Electrical Solutions, LLC. The total cost for the initial three-year term is \$750,000.

3. RECOMMENDED ACTION

1. Approve the agreement with Bear Electrical Solutions, LLC in the amount not-to-exceed \$750,000 for on-call signal, lighting, and electrical services; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the City Manager to execute an optional two-year contract extension in the amount not-to-exceed \$500,000.

4. FISCAL IMPACT

The expense for this agreement is not-to-exceed \$750,000 and will be funded through General Fund (100) and Capital Project (500). Actual costs will be assigned to one of three operating or project accounts:

100-5702-56999	Other Repair/Maintenance Services
500-5704-87101-255072	Minor Traffic Control Devices
500-5704-87101-255012	Streetlight Pole Replacement

This agreement is for three years totaling \$750,000. The budget for this agreement will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's signal and lighting maintenance program has historically been performed using a small in-house crew that is supplemented with on-call contractor services. This two-pronged approach provides for a reliable, flexible, and economical maintenance program, as the City is not dependent

on contractor services, but has access to specialty resources and equipment that can be costly to independently staff and maintain.

In general, the City crew handles preventive maintenance, minor corrective maintenance, customer service inquiries, signal operations, Traffic Management Center monitoring, requests for utility markings, and “call-outs” to assess and diagnose complaints. At the same time, the signal and lighting contractor provides critical support for more involved corrective maintenance activities, including replacing signal and lighting pole “knock-downs,” replacing traffic signal controllers and cabinets damaged in accidents, and pouring foundations related to the above. In addition, the contractor also provides services related to modifications of traffic signal equipment, installation of new poles for traffic-related equipment such as radar feedback signs, pulling new wire to replace those stolen or damaged, and assisting with complex traffic signal failures or malfunctions.

The City’s current agreement with Yunex, LLC for on-call signal, lighting, and electrical services, was awarded in August 2020 and expires on September 30, 2025. Since there are no extensions left in the original contract with Yunex, LLC, staff initiated a procurement process to solicit prospective firms to continue providing these services.

In addition to publicly advertising on the City’s website, staff issued the request for proposals in June 2025 to known, reputable traffic signal maintenance firms in the area: Yunex, Bear Electrical Solutions, Econolite Systems, Crosstown Electrical, and St. Francis Electric. The City received two proposals from Bear Electrical Solutions and Crosstown Electrical. Each proposal was evaluated by staff for qualifications, experience, submittal quality, understanding and methodology, and cost. Based on the above criteria, Bear Electrical Solutions, LLC (Bear Electrical) is the top ranked proposer due to depth and proximity of available resources, extensive local municipal experience, and low hourly rates. Staff contacted several neighboring agencies that currently use Bear Electrical for signal and lighting maintenance services and confirmed that Bear Electrical is in good standing and highly recommended.

While Bear Electrical’s rates are higher than the City’s current on-call contract with Yunex, LLC, it is important to note that Yunex’s rates were negotiated in 2020, when costs were significantly lower across all industries. The rates negotiated in the Bear Electrical’s contract are reasonable, given Yunex’s rates were already considerably low at the time of the 2020 contract execution and do not reflect the significant increases in the consumer price index over the recent five years. Further, the proposed contract’s rates are fixed over the three-year term, with no provision for any cost escalation. Lastly, Bear Electrical’s rates on the most frequently utilized services are roughly 12% less than the other proposal.

The three-year contract is for an amount not-to-exceed \$750,000. The total contract amount is estimated based on the level of on-call services utilized in recent years and the contractor’s cost proposal. Payment will be made according to the actual cost of services requested by the City. The costs for this contract will be charged to various operating and project accounts, depending on the type of work performed. If mutually agreeable, the contract also contains a provision for a two-year extension, not-to-exceed \$500,000, contingent on Bear Electrical’s performance. Funding for the first year of the contract is included in the adopted Fiscal Year 2025-26 Traffic Operations budget. Funding for subsequent years will be requested through the annual budget adoption process.

7. ATTACHMENT

- Agreement with Bear Electrical Solutions, LLC



Agenda Item

City Council

Item #: 3.4.

8/26/2025

File #: 25-0325

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Agreement with Bear Electrical Solutions, LLC for on-call signal, lighting, and electrical services.

2. SUMMARY

Proposals for on-call signal, lighting, and electrical services were received and opened on July 3, 2025. The top-ranked proposer is Bear Electrical Solutions, LLC. The total cost for the initial three-year term is \$750,000.

3. RECOMMENDED ACTION

1. Approve the agreement with Bear Electrical Solutions, LLC in the amount not-to-exceed \$750,000 for on-call signal, lighting and electrical services; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the City Manager to execute an optional two-year contract extension in the amount not-to-exceed \$500,000.

4. FISCAL IMPACT

The expense for this agreement is not-to-exceed \$750,000 and will be funded through General Fund (100) and Capital Project (500). Actual costs will be assigned to one of three operating or project accounts:

100-5702-56999	Other Repair/Maintenance Services
500-5704-87101-255072	Minor Traffic Control Devices
500-5704-87101-255012	Streetlight Pole Replacement

This agreement is for three years totaling \$750,000. The budget for this agreement will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's signal and lighting maintenance program has historically been performed using a small in-house crew that is supplemented with on-call contractor services. This two-pronged approach provides for a reliable, flexible, and economical maintenance program, as the City is not dependent

on contractor services, but has access to specialty resources and equipment that can be costly to independently staff and maintain.

In general, the City crew handles preventive maintenance, minor corrective maintenance, customer service inquiries, signal operations, Traffic Management Center monitoring, requests for utility markings, and “call-outs” to assess and diagnose complaints. At the same time, the signal and lighting contractor provides critical support for more involved corrective maintenance activities, including replacing signal and lighting pole “knock-downs,” replacing traffic signal controllers and cabinets damaged in accidents, and pouring foundations related to the above. In addition, the contractor also provides services related to modifications of traffic signal equipment, installation of new poles for traffic-related equipment such as radar feedback signs, pulling new wire to replace those stolen or damaged, and assisting with complex traffic signal failures or malfunctions.

The City’s current agreement with Yunex, LLC for on-call signal, lighting, and electrical services, was awarded in August 2020 and expires on September 30, 2025. Since there are no extensions left in the original contract with Yunex, LLC, staff initiated a procurement process to solicit prospective firms to continue providing these services.

In addition to publicly advertising on the City’s website, staff issued the request for proposals in June 2025 to known, reputable traffic signal maintenance firms in the area: Yunex, Bear Electrical Solutions, Econolite Systems, Crosstown Electrical, and St. Francis Electric. The City received two proposals from Bear Electrical Solutions and Crosstown Electrical. Each proposal was evaluated by staff for qualifications, experience, submittal quality, understanding and methodology, and cost. Based on the above criteria, Bear Electrical Solutions, LLC (Bear Electrical) is the top ranked proposer due to depth and proximity of available resources, extensive local municipal experience, and low hourly rates. Staff contacted several neighboring agencies that currently use Bear Electrical for signal and lighting maintenance services and confirmed that Bear Electrical is in good standing and highly recommended.

While Bear Electrical’s rates are higher than the City’s current on-call contract with Yunex, LLC, it is important to note that Yunex’s rates were negotiated in 2020, when costs were significantly lower across all industries. The rates negotiated in the Bear Electrical’s contract are reasonable, given Yunex’s rates were already considerably low at the time of the 2020 contract execution and do not reflect the significant increases in the consumer price index over the recent five years. Further, the proposed contract’s rates are fixed over the three-year term, with no provision for any cost escalation. Lastly, Bear Electrical’s rates on the most frequently utilized services are roughly 12% less than the other proposal.

The three-year contract is for an amount not-to-exceed \$750,000. The total contract amount is estimated based on the level of on-call services utilized in recent years and the contractor’s cost proposal. Payment will be made according to the actual cost of services requested by the City. The costs for this contract will be charged to various operating and project accounts, depending on the type of work performed. If mutually agreeable, the contract also contains a provision for a two-year extension, not-to-exceed \$500,000, contingent on Bear Electrical’s performance. Funding for the first year of the contract is included in the adopted Fiscal Year 2025-26 Traffic Operations budget. Funding for subsequent years will be requested through the annual budget adoption process.

7. ATTACHMENT

- Agreement with Bear Electrical Solutions, LLC

PROFESSIONAL SERVICES AGREEMENT
[On-Call Signal, Lighting and Electrical Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2025 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and BEAR ELECTRICAL SOLUTIONS, 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.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$750,000.00) 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 three (3) years (the “Initial Term”), commencing the Effective Date and expiring on August 30, 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 1, 2028, and terminating August 30, 2030, in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS and 00/100 (\$500,000.00) without the prior written authorization of City;

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 of receipt of all deliverables.

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 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. Liquidated Damages.

a. Contractor acknowledges that timely response to emergency and unscheduled work is essential to protecting public safety and minimizing service disruptions. The Parties agree that actual damages resulting from delay in Contractor's performance would be extremely difficult and impracticable to determine. Accordingly, the Parties agree that the following liquidated damages shall apply and are not a penalty, but a reasonable estimate of the City's damages:

b. For each failure to respond to a call for emergency or unscheduled work ("Extra Work") within the timeframe required under this Agreement:

- If Contractor's personnel report to the location between one (1) and two (2) hours late, the City may assess One Thousand Dollars (\$1,000) per occurrence;
- If Contractor's personnel report to the location between two (2) and four (4) hours late, the City may assess Two Thousand Five Hundred Dollars (\$2,500) per occurrence;
- If Contractor's personnel report to the location more than four (4) hours late, the City may assess Five Thousand Dollars (\$5,000) per occurrence.

c. For failure to complete permanent repairs, upgrades, electrical work, or other mutually agreed ad hoc work within the completion timeframe established by the City and Contractor in writing, the City may assess One Thousand Five Hundred Dollars (\$1,500) per calendar day of delay.

d. The City may deduct the amount of liquidated damages assessed under this Section from any payment due to Contractor. The remedies provided under this Section shall be in addition to any other rights or remedies available to the City under this Agreement or at law.

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. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

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.

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 to protect its employees while performing work under this Agreement. Contractor acknowledges that it is operating as an independent contractor and is not entitled to workers’ compensation benefits from any City program.

b. Contractor shall maintain, throughout the term of this Agreement, commercial general liability insurance written on an occurrence basis, with minimum limits of not less than the greater of (1) Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars

(\$4,000,000) general aggregate; or (2) all liability insurance coverage and/or limits carried by or available to Contractor. Coverage shall include, but not be limited to, premises and operations, products and completed operations, personal and advertising injury, and contractual liability.

c. Contractor shall maintain, throughout the term of this Agreement, automobile liability insurance covering bodily injury and property damage for all owned, non-owned, and hired vehicles used in connection with the work under this Agreement. Coverage shall be written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident, or the total limits carried by or available to Contractor, whichever is greater.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or limits that are applicable to a given loss shall be available to the City. The insurance requirements set forth herein shall not be construed to limit the liability of the Contractor or to relieve the Contractor of any other obligation or responsibility under this Agreement. The City makes no representation that the required coverage or limits are sufficient to protect Contractor's interests or liabilities.

e. Each policy of general liability and automobile liability insurance shall name the City, its elected and appointed officials, officers, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work. Additional insured coverage shall be provided by policy endorsement (ISO Form CG 20 10 11 85 or equivalent), or by provision of a separate owner's policy naming the City as an additional insured.

f. Contractor shall maintain, throughout the term of this Agreement and for a period of five (5) years after completion of the work, professional liability (errors and omissions) insurance with minimum limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

g. All insurance maintained by Contractor shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. The City's insurance, if any, shall be excess over, and shall not contribute with, Contractor's insurance.

h. Prior to commencing any work under this Agreement, Contractor shall furnish the City with certificates of insurance and applicable endorsements evidencing the coverages required above, on forms acceptable to the City. All certificates and endorsements shall provide that coverage shall not be canceled, suspended, or materially changed without at least thirty (30) days' prior written notice to the City.

i. Except for professional liability insurance, all insurance shall be issued by insurers authorized to conduct business in the State of California and rated A or better with a financial size category of Class VII or better in the latest edition of A.M. Best's Key Rating Guide. Professional liability coverage may be provided by a non-admitted carrier so long as the insurer holds the equivalent rating.

j. Contractor shall immediately notify the City of any lapse, reduction, or cancellation of required insurance and cease all work under this Agreement unless otherwise directed by the City in writing. The City may procure insurance or self-insure the risk and deduct such costs from amounts due to Contractor under this Agreement.

k. Contractor hereby waives all rights of subrogation against the City and agrees to secure a waiver of subrogation endorsement in favor of the City from its workers' compensation carrier and, where available, from its liability insurers.

l. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements of this Section or shall include them as additional insureds under Contractor's policies. Contractor shall provide the City with separate certificates of insurance and endorsements for each subcontractor, upon request.

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 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 acknowledges and agrees that the services provided under this Agreement may constitute "public works" as defined in California Labor Code Section 1720 et seq. and therefore are subject to prevailing wage requirements.

b. Contractor shall comply with all applicable provisions of the California Labor Code, including but not limited to Sections 1720–1861, and all regulations issued by the Department of Industrial Relations ("DIR"). This includes, without limitation:

- Payment of prevailing wages;
- DIR registration requirements under Section 1725.5;

- Submission of certified payroll records;
- Compliance with apprenticeship standards under Sections 1777.5 and 1777.6.

c. Contractor shall be responsible for compliance by all subcontractors and shall include appropriate flow-down provisions in all subcontracts. Proof of compliance, including certified payroll reports, shall be provided to the City upon request. Failure to comply shall constitute a material breach of this Agreement.

d. Contractor shall be solely responsible for complying with SB 96 and all current DIR electronic payroll submission requirements. Contractor shall remain registered with DIR for the duration of this Agreement and shall not perform any work under this Agreement unless it is in compliance with Labor Code Section 1771.1(a).

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.

“CONTRACTOR”

“CITY”

Bear Electrical Solutions, LLC
 1252 State Street, PO Box 924
 Alviso, CA 95002
 Attn.: Robert Asuncion, Vice President

City of Orange
 300 E. Chapman Avenue
 Orange, CA 92866-1591
 Attn.: Larry Tay, City Traffic Engineer

Telephone: (408) 449-5178
 E-Mail: robert@bear-electrical.com

Telephone: (714) 744-5525
 E-Mail: ltay@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 via facsimile and electronic mail shall have the same effect as original signatures.

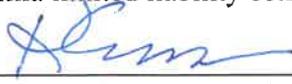
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

BEAR ELECTRICAL SOLUTIONS, LLC,
a California limited liability company

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Robert Asuncion
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Andrew Bader
Title: President

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
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.

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

REQUEST FOR PROPOSAL NO. 24-25.26

FOR

CITY OF ORANGE

On-Call Signal, Lighting and Electrical Maintenance Services



Public Works

Issue Date

Tuesday, June 10, 2025

Response Due Date/Time

Thursday, July 3, 2025, by 2:00 PM PT

CAUTION

THIS DOCUMENT MUST REMAIN INTACT

SECTION III

SCOPE OF WORK

RFP NO. 24-25.26

SECTION III: SCOPE OF WORK

BACKGROUND:

The City of Orange traffic operation has expanded in both size and technology over the past few years. There are currently one hundred sixty (160) traffic signals, forty-four (44) warning flashers, eighty-eight (88) rectangular rapid flashing beacons and sixty-eight (68) radar feedback signs, and more than 8,000 streetlights within or partially within the City of Orange, all under the City's maintenance. The existing controllers are either ASC3 or Cobalt. The City's current Traffic Management System is Centrac with camera control, intersection graphics, and status information (controllers operating in Centrac are Econolite ASC3 and Cobalt controllers).

The system has been incorporated into the Traffic Management Center (TMC) with associated City Traffic Operations offices located at 637 West Struck Avenue. The City's traffic operation includes three in-house Signal Technicians who maintain the traffic signals, CCTV cameras, traffic signal controllers, cabinets, and all appurtenant systems. A Traffic Operations Superintendent oversees the Traffic Signal Technicians and is responsible for administration of the signal, lighting, and electrical maintenance services contract.

The Traffic and Transportation Division of the Department of Public Works is responsible for all traffic signal and street light maintenance in the City, where responsibility is categorized as Routine Maintenance, Corrective Maintenance, and Emergency Response Services. Routine Maintenance is performed by the City Traffic Signal Technicians who are responsible for preventive maintenance and associated operation of the City's street light system, traffic signal controllers and cabinet equipment. City staff also perform most corrective maintenance activities, with support from the maintenance contractor. Most emergency repairs, including, but not limited to knock downs, cabinet fires, complex troubleshooting, are handled by the contractor.

The traffic signal and street lighting maintenance contractor selected as a result of this proposal will generally perform "On-Call Signal, Lighting, and Electrical Maintenance Services." Maintenance activities include but are not limited to responding to accidents, Acts of God, electrical malfunction, or other emergency action as specified by the Traffic and Transportation Division and detailed in the scope of work. Additionally, while preventative maintenance is expected to be performed by City staff, the Contractor, on occasion, may be asked to provide supplemental preventative maintenance services. More information is provided in the following sections.

The agreement resulting from this Request for Proposal (RFP) shall be for an initial three-year term and may be renewed for one additional two-year term by mutual agreement between the City and the Contractor. A copy of the proposed contract is provided as "Attachment D". Proposers responding to this RFP shall review all terms and conditions of the agreement. Historically, the value of services provided through this contract is approximately \$200,000 annually.

ON-CALL SIGNAL, LIGHTING, AND ELECTRICAL MAINTENANCE SERVICES:

Description and Location of Work

The work to be done consists, in general, of on-call maintenance services for traffic signal systems, flashing lights, highway safety lighting, street lighting systems, and other traffic-related electrical maintenance for the various locations that are the responsibility of the City of Orange. The Contractor shall have a close, professional, and communicative working relationship with City staff throughout the duration of the contract.

Facilities

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to make a permanent or temporary repair for traffic signal systems, flashing lights, rapid rectangular flashing beacons, radar feedback signs, highway safety lighting and street lighting systems in a proper workman-like manner and in compliance with latest State of California Department of Transportation (Caltrans) standards and specifications, City of Orange specifications, and most recent NEMA Specifications.

The Contractor shall also maintain a single local telephone number where they can be reached 24 hours a day, seven days a week, including all holidays.

Personnel

Technicians provided by the Contractor to perform work under this contract shall have minimum certification as a *Level II Traffic Signal Field Technician* issued by the International Municipal Signal Association (IMSA). The certification must be held in good standing and shall be maintained current throughout the entire duration of the contract.

Response Criteria

During working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, the Contractor shall respond within one (1) hour of receiving the call. During non-working hours, weekends, and holidays, the Contractor shall respond within one (1) hour for emergency calls and within the next normal working day for non-emergency calls. Additionally, the Contractor shall ensure that there is always at least one fully-equipped and properly functioning service vehicle available to respond to emergency calls. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats.

Requested Services: Emergency Response/Spare Equipment Requirements

Emergency Response Services are a top priority safety concern and will comprise the majority of the services provided under the agreement executed as a result of this RFP. **When notified by the City to respond to an emergency condition, the Contractor shall be at the site immediately, with all possible haste, within ONE (1) hour of first notification.** The Contractor shall provide an emergency call-out list to all persons designated by the City. Emergency calls that require replacement of equipment will not require approval from the City before such

replacements commence. Upon completion of emergency work, the Contractor shall inform the City that the emergency work has been completed. The Contractor shall notify the City within one (1) working day of any change in traffic signal operation caused by controller replacement, timing changes, loss of communication or traffic collisions.

The following events shall be considered emergencies:

- a. Any signal controller malfunctions
- b. Burned-out traffic signal lamps
- c. Signal equipment knockdowns
- d. Street light knockdowns
- e. Traffic control devices such as RRFB knockdowns
- f. Failure of pedestrian push button assembly
- g. Any wiring or electrical component that is exposed or poses a hazard to public safety.
- h. Damage caused by weather events, such as severe storms or flooding.
- i. Any other unforeseen circumstances that pose a threat to public safety or significantly impact the operation of the traffic system including civil disorder, malicious mischief or other similar circumstances.
- j. Requests to check/verify all intersection signal operations

Under these conditions the Contractor shall use all the labor and materials necessary to immediately restore a safe and efficient operation of the City's traffic signal and highway lighting system. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats. The following list identifies the most common items of this work.

1. Install replacement signal poles and/or mast-arms.
2. Install replacement signal heads and framework.
3. Install replacement cabinet assemblies.
4. Install replacement LED signal or pedestrian indication (countdown) assemblies.
5. Respond to street lighting related issues such as: pole knock downs, overhead wiring issues, and new pole footings.
6. Replace damaged signal wire with cable.

A **final repair**, if necessary, will be completed in one of two following methods:

- a) City signal maintenance crew with City-supplied signal equipment.
- b) If City requests, the Contractor will submit to the City a cost estimate (labor only) for repair. The City will evaluate the estimate to determine an appropriate action. (City would supply signal equipment).

No change of control mechanisms shall be done without prior approval of City. In the event a change is necessary to respond to an emergency, the Contractor shall notify City by telephone within 24 hours of the next working day that equipment was removed and replaced with approved spare equipment.

Emergency calls, which require the replacement of equipment, will not require prior written approval of the City before such replacements are commenced.

In the event the failure, malfunction or interruption is caused by a power outage, the Contractor shall respond to the location to ascertain the blacked out condition; check with the serving utility provider for an anticipated power restoration time; activate the red flash switch in the cabinet and erect temporary STOP signs (minimum 2 per leg) on all intersection approaches, turn off power at service location (Contractor may then leave the intersection); continue monitoring the outage with the power company; return to the intersection once power is restored; turn power on at service location; take down the temporary STOP signs and return the intersection to normal operation.

Requested Services: Corrective Maintenance Requirements

City staff will perform most corrective maintenance activities, with support from the maintenance contractor. Corrective maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic-related electrical devices and street light system that goes beyond the normal routine preventative. Generally, corrective maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole or cabinet knockdowns and other emergency situations, corrective maintenance requires written approval from the City before any work is scheduled.

If corrective maintenance is requested by City, the Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the corrective maintenance work.

Upon request, the Contractor shall furnish and install or modify traffic signal vehicular and pedestrian indications, signal poles, foundations, conduits, pull boxes, signal mast arms, IISNS, safety lights, street lights, cabinet assemblies, signal controller assemblies, program modules, local intersection software, pedestrian push buttons (including tactile units), vehicular detector units, loop detectors, detector lead-in cables (including connection to home runs), interconnect cables, conflict monitors, miscellaneous wiring and cables, and any other traffic signal and street light equipment.

Additional corrective maintenance services that may be requested by the Contractor shall include, but is not limited to:

- Technical support when requested by the City for construction of new traffic signal and signal modification/upgrade projects.
- Implementing timing changes at local intersections when requested by the City.
- Removing, repairing, adjusting, and/or installing CCTV camera and Video Detection System, auxiliary equipment and/or cabling.
- Removing, repairing, adjusting and/or installing speed radar feedback sign or rapid rectangular flashing beacon in the field.
- Inspecting, testing, and troubleshooting malfunctions of the fiber optic and copper, twisted pair communications system at the request of the City, including communications cables, modems, controllers, prom module, and terminal blocks in controller cabinets. Repairs may include resplicing of fiber optic cable pulling new cable(s) and/or repair/replacement of communications auxiliary equipment
- Street light wire replacement, restoration and repairs
- Installation or restoration of traffic signal loops

- Minor modifications to traffic signal, traffic control devices, street light systems and electrical systems
- Installation of new minor electrical devices and related foundations, including but not limited to 1-A poles, radar feedback signs, and streetlights

The Contractor may be requested to provide Underground Service Alert System (USA) markings. The Contractor shall marking existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optics) for USA using a piper locator. If requested by City staff, the Contractor shall complete USA marking within one (1) working day after the City gives notice. USA work shall be performed in compliance with USA guidelines available on the internet at www.digalert.org . Only chalk-based paint shall be used. The Contractor shall assume all liability for satisfying the City’s obligations to adequately identify underground structures.

Requested Services: Routine Maintenance Requirements

Routine Maintenance is performed by the City Traffic Signal Technicians who are responsible for preventative maintenance and associated operation of the City’s street light system, traffic signal controllers and cabinet equipment. City staff also perform most corrective maintenance activities, with support from the maintenance contractor. While routine preventative maintenance is expected to be performed by City staff, the Contractor, on occasion, may be asked to provide preventative maintenance services.

If routine maintenance is requested by City, City staff will provide details of expected tasks and frequency for those tasks. While providing routine maintenance services, Contractor shall immediately notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement. Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the routine maintenance work.

Any routine maintenance performed by the Contractor shall be documented on forms approved by the City. The forms shall be filed out for each location, immediately after the routine maintenance work has been completed. All requirements of “Record Keeping and Reporting” described below are applicable to routine maintenance record keeping.

Salvaged or Damaged Equipment

All salvaged or damaged equipment remains the property of the City unless directed otherwise. If requested by the City, the Contractor shall deliver the equipment to the City’s Corporation Yard (637 W. Struck Avenue) for storage. When requested by the City, the Contractor will be responsible for disposing all damaged equipment at no additional cost to the City.

Warranty Service

New equipment installed by the installing Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. The warranty shall include all labor, parts, and materials necessary to correct defects in the workmanship and materials used in the installation of the equipment and shall commence on the date of acceptance of the installation by the City. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The installing Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work.

Record Keeping and Reporting

The Contractor shall keep a current, permanent operational record of every piece of traffic control or safety equipment, which the Contractor is required to maintain on an emergency response basis by this contract. These records shall be kept at each maintained location on an "emergency response service chart" or similar form approved by the City. The chart shall include the company identification, call back telephone numbers, date, time, narrative of any deficiencies encountered, and detail of any corrective action taken. Entire record shall be made in indelible ink and shall be initialed by the technician making the entry.

The Contractor shall keep one (1) complete set of records for all locations noting all inspections and repair completed. A separate daily log or diary for every person and vehicle employed on this contract shall also be maintained. Said log or diary shall full describe the work or service performed by each individual or piece of equipment and show all chargeable time to this contract for every 24-hour period.

The Contractor shall submit reports covering one (1) calendar month's activities by the fifteenth (15th) day of the month immediately following the reporting period. These monthly activity reports shall be submitted for the duration of this contract and shall include the following information: location where service was provided; date and approximate time when service was performed; and reason for said service. Description of service and whether it is routine or emergency shall be noted. These reports shall be sorted by location.

Record keeping and reporting are considered part of all maintenance activities tasks and no additional compensation will be provided by the City.

Testing

The Contractor shall have available adequate skilled personnel and proper laboratory testing facilities to perform inspections of controller mechanisms, including traffic signal controllers, conflict monitors, auxiliary equipment, street lighting systems and traffic control appurtenances. The Contractor shall test new controllers, cabinets, new signal equipment and street lighting in the Contractor's laboratory or at the City's Corporation Yard, as directed by City Staff, and in the field prior to installation.

All testing shall conform to the following: most current NEMA Specification TS-1 and/or TS-2 (as appropriate) and/or the "Transportation Electrical Equipment Specifications (TEES)" published by the Caltrans, Caltrans Standard Specifications, City specifications, or latest edition. Copies of laboratory reports showing repairs to traffic control equipment shall be submitted to City on an annual basis.

Materials and Supplies

Parts: City-Supplied

The City reserves the right to supply the Contractor with any traffic signal parts, component or assembly needed for repair or replacement of a malfunctioning or damaged traffic signal.

Parts: Contractor – Furnished and Installed

In some instances, the Contractor will be asked to both furnish and install parts for the City.

Parts: Contractor – Furnished Only

In some instances, the Contractor will be asked to furnish supplies for the City, while the installation will be completed by the City.

Contractor's proposed costs will include all elements identified in Attachment B: Fee Schedule. Any costs outside of those listed in Attachment B shall be requested on an as-needed basis. Markup for any materials outside those listed in Attachment B, Section I, shall be limited to the Material Cost Mark-up of Section II.

Payment for Services

The City will compensate the Contractor for services **per hour, per man, per truck, and equipment**. In an emergency, the City may request a permanent/final repair to be followed to a temporary repair, which in that case the Contractor shall submit to the City a written cost estimate. The City reserves the right to reject the cost proposal and have some other qualified contractor with a more feasible cost estimate to do the final repair.

Maintain Traffic and Detours

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities, as needed, for the protection of the motoring public within the limits of any repair area. The Contractor shall use WATCH and the "Manual of Traffic Controls for Construction and Maintenance Work Zones", as published by the State of California, Department of Transportation, and California Manual on Uniform Traffic Control Device (CAMUTCD).

Access to private properties shall be always maintained during repair whenever practical.

The Contractor shall maintain one lane of traffic in each direction at all times for local streets, and two lanes in each direction at all times on major arterials. One left-turn lane in each direction of travel will be maintained at all times on major arterials. Portable delineators shall be spaced as necessary for proper delineation of the travel way.

Payment for traffic control and detours shall be considered included in the hourly rate cost and anticipated equipment to be provided by Contractor. No additional compensation will be allowed thereof.

RESPONSIBILITIES OF THE CONTRACTOR:

License

The Contractor must possess and maintain for the duration of the agreement resulting from this RFP a valid, current and in good standing Class A or Class C-10 contractor license issued by the California State Contractor Licensing Board.

Liquidated Damages

The selected Contractor, in its Proposal, has committed to responding to after hour calls for unscheduled or Emergency work within the times of receiving notification stipulated in the previous sections. The City proposed the following liquidated damages clauses as a condition of a contract awarded to the selected contractor.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

1. Failure to respond to calls for unscheduled or emergency work ("Extra Work"):
 - a. Call responded to, technician reports to location 1 to 2 hours later than the time stipulated to report after notification: \$1,000 per call
 - b. Call responded to, technician reports to location 2 to 4 hours later than the time stipulated to report after notification: \$2,500 per call
 - c. Call responded to, technician reports to location 4 or more hours later than the time stipulated to report after notification: \$5,000 per call
2. Failure to complete ad hoc electrical work, upgrades, permanent repair work to traffic signal and street light knockdowns, and special projects within the time agreed upon by the Contractor and the City: \$1,500 per day.

Prevailing Wage Rates

Pursuant to California Labor Code Article 2, Wages, Section 1770-1781 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code Section 1771. Hence, the Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. relative to payment of prevailing wages for traffic signal maintenance activities. In accordance with the provisions of Labor Code Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations (DIR) website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution performance of this Agreement

The City reminds all contractors and subcontractors of the adoption of SB 96, and advises them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a proposal per Labor Code Section 1771.1(a). Subject to the exceptions set forth in Labor Code

Section 1725.5, proposal from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on City's traffic-related electrical devices unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

Certified Payroll Reports, Statement of Compliance and Fringe Benefit Statement must be signed by President or Owner of the Company including all subcontractors. Contractor shall submit a letter of authorization for authorizing an individual such as, payroll officer, office manager, and secretary to sign all certified payroll reports. This letter must be submitted with the first certified payroll report.

Apprentices and Fair Employment Practices

Attention is directed to the provisions in Section 1777.5 and 1777.6, and Division 3, Chapter 4 of the California Labor Code concerning fair employment practices and the employment of apprentices by the Contractor or any sub-contractor under him. The Contractor and any sub-contractor under him shall comply with the requirements of said sections in the employment of apprentices, and fair employment practices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards or its branch offices.

Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance:

1. Commercial General Liability (CGL):
Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate.
2. Automobile Liability:
ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation:
As required by the State of California, and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions):
Insurance appropriate to the Contractor's profession, with limit no less than One Million

Dollars (\$1,000,000) per claim and in the aggregate, and with coverage maintained for a minimum of five (5) years following completion of the services.

5. Miscellaneous:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The City of Orange, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
- b. The coverage shall be primary and non-contributory to any insurance carried by the City.
- c. Each insurance policy shall include a waiver of subrogation in favor of the City.
- d. Insurance is to be placed with insurers admitted and authorized to conduct business in California with a current A.M. Best rating of no less than A:VII.
- e. Coverage shall not be canceled, suspended, or materially changed without thirty (30) days' prior written notice to the City.

Public Safety

The Contractor shall have at the worksite copies of suitable extracts of the most current edition of the California Occupational Safety and Health Act as superseded by Federal Occupational Safety and Health Act. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

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Driving a Higher Standard

Bear Electrical Solutions, LLC

July 3, 2025

City of Orange– RFP No. 24-25.26 for
On-Call Signal, Lighting and Electrical
Maintenance Services

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A. Cover Letter

July 3, 2025

Wanda Alvarez
Purchasing Officer
City of Orange
300 E. Chapman Avenue
Orange, CA 92866



RE: Proposal for RFP No. 24-25.26 – On-Call Signal, Lighting, and Electrical Maintenance Services

Dear Ms. Alvarez,

Bear Electrical Solutions, LLC is pleased to submit this proposal in response to **RFP No. 24-25.26 for On-Call Signal, Lighting, and Electrical Maintenance Services for the City of Orange**. We appreciate the opportunity to continue supporting municipalities across California with responsive, high-quality electrical and traffic signal maintenance services, and we are confident that our experience and dedicated team align well with the City's expectations.

We acknowledge and accept all terms and conditions set forth in the Request for Proposal and have reviewed the Sample Professional Services Agreement. We are prepared to furnish all necessary equipment, labor, and emergency response capabilities as required under the scope of work. Our team holds the necessary certifications, including IMSA Level II Signal Technician credentials, and maintains a valid C-10 Electrical Contractor License issued by the California Contractors State License Board.

Bear Electrical Solutions certifies that our proposal will remain valid for a period of 120 calendar days from the due date of July 3, 2025. We also affirm our understanding of the City's requirements as detailed in the RFP and confirm that we take no exceptions to the proposed Agreement.

We also certify that we can provide the proper Certificate of Insurance as set forth by the City requirements within ten calendar days of notification of selection for award for this Agreement.

We look forward to the possibility of continuing to serve the City of Orange with professionalism and dedication. Please do not hesitate to contact us should you require any additional information or clarification.

Regards,
Bear Electrical Solutions, LLC



Robert Asuncion, TE

Vice President
robert@bear-electrical.com
(408)449-5178

-
- 📍 Company HQ: 1252 State Street, PO Box 924, Alviso, CA 95002 (408) 449-5178
 - 📍 Offices: Sacramento, CA & Anaheim, CA

B. WORK PLAN



Work Plan

Bear Electrical Solutions, LLC understands the City of Orange’s need for a dependable, highly responsive contractor to support on-call traffic signal, lighting, and electrical maintenance services. Our approach emphasizes rapid response, skilled field execution, proactive communication, and strict adherence to all Caltrans, NEMA, and City specifications. We propose the following method to effectively deliver the required services:

1. Emergency Response

We recognize that emergency services are a top priority for the City. Bear Electrical maintains a fully equipped, 24/7 response team prepared to mobilize within one (1) hour of notification—regardless of time or day. Our on-call staff includes IMSA-certified technicians operating out of centrally dispatched vehicles stocked with essential parts and materials to address knockdowns, cabinet fires, signal outages, and other emergencies without delay. All emergency activity will be documented in accordance with the City’s reporting standards and communicated to the Traffic Operations Superintendent within the required timeframe.

2. Corrective Maintenance

Corrective maintenance requests will be supported by detailed cost estimates upon City request. Our team is capable of performing all corrective work including replacement of poles, signal heads, cabinet assemblies, detector loops, pedestrian push buttons, LED indications, and streetlight infrastructure. Upon authorization, work will be scheduled promptly and completed using certified technicians and inspected equipment. We maintain an active inventory of commonly used materials and will coordinate with the City for any City-furnished parts as needed.

3. Routine Maintenance Support

While the City performs the majority of routine preventive maintenance, Bear Electrical is available to supplement this function when requested. Our team will adhere to the task-specific maintenance schedules as provided by City staff, including system inspections, cleaning, testing of detectors and controllers, and visual checks for system damage. Routine work will be documented on City-approved forms and submitted monthly.

4. USA Markings and Utility Locating

Our team is qualified to perform Underground Service Alert (USA) markings for traffic signal conduits, interconnect cables, and other related infrastructure. Using chalk-based paint and industry-accepted equipment, we will respond within one (1) working day of request to ensure the City’s compliance with USA DigAlert requirements.

5. Testing and Quality Assurance

We maintain access to in-house and third-party testing facilities for inspection and certification of controllers, cabinets, conflict monitors, and other system components in accordance with TEES, NEMA TS-1/TS-2, and City specifications. All test records will be retained and submitted annually, or upon request.

B. WORK PLAN (CONT)



Work Plan (continued)

6. Materials and Reporting

Bear Electrical will utilize both City-supplied and Contractor-supplied materials, depending on the assignment. All field work will be documented in our CRM, including cabinet logs and daily vehicle/personnel logs, outlining work performed, type of service, and location. Monthly reports will be submitted that cumulatively document all activities performed.

7. Safety, Traffic Control & Public Interface

All fieldwork will comply with MUTCD and CAMUTCD traffic control guidelines. Our crews are trained in safe work zone practices and are equipped with full PPE, reflective garments, and certified traffic control signage. Lane closures and detours will be managed professionally to ensure minimal disruption to traffic and pedestrian flow.

8. Commitment to City Collaboration

Our team is committed to working as an extension of the City's Public Works Department. We will maintain proactive communication, promptly share observations during site visits, and coordinate closely with City staff to ensure performance is consistent with expectations.

B. WORK PLAN (CONT)



Proposed Work Plan

Our work plan is based on our experiences and knowledge of industry standards & best practices.

Our standard practice is conducting a project kick-off meeting after the contract is awarded and formalize the project expectations. At this meeting, we can identify all key project stakeholders from the City. This enables Bear and the City to operate with the same facts.

Based on our expertise and knowledge, we propose the following project ‘policy & practices,” for the City of Orange.

- Respond to Emergency Response (during normal hours) – less than (60) minutes of notification
- Respond to Emergency Response (during off hours) – less than (60) minutes of notification
- Response to extraordinary work – To be scheduled with the City.
- All work orders (PM and Response) will be documented in the STAR CRM and the City will be able to view reports online.

We have also developed a list of deliverables and list of critical activities that is congruent with best practices and industry guidelines:

List of Deliverables

- Provide online-based CRM portal (within two weeks of start of contract)
- Daily, Weekly, Monthly Reporting
- PM Inspection Reports and Recommended Follow ups (for Semi-Annual and Annual Routine Inspections)
- Response and Extra Work Reporting
- Monthly Job Completed and Outstanding Report
- Monthly Budget to Actual Report
- Extra-Work Cost Estimates

List of Critical Activities

- Monthly Documentation and Reporting
- Monthly Budget Tracking and Reporting
- Daily Reporting (As-discussed)
- Emergency Response & Reporting



Our online portal will be provided to the City as part of our maintenance program at no additional cost.

Communication & Reporting Plan

A communication and reporting plan ensures that all pertinent information is distributed to all project stakeholders. This allows us all to operate with the same set of facts to work collaboratively with the City to make decisions, manage budgets, and respond to requests. Our intention is to work collaboratively with the City to draft an effective communication plan. Below is a conceptual communication and reporting plan that we feel fits the needs of the City of Orange:

- Audience and Responsibilities

Our standard practice is conducting a project kick-off meeting after the contract is awarded. At this meeting, we can identify all key project stakeholders from the City. This enables Bear and the City to operate with the same facts. While we empower our project manager to manage communication with the City, we understand it is sometimes best to get information straight from the source in the field. We empower all employees to communicate and build relationships with our clients. Along with this, we also leverage technology to ensure we have clarity and alignment among all stakeholders.

B. WORK PLAN (CONT)



Communication & Reporting Plan (cont)

- Communication Channels and Reporting Content

Our goal is not to force clients to communicate with us in one specific way but to provide multiple means of communication to allow the City to share with us in a manner that works best for them. Learning from our past involvement with the City, we believe this item can provide a significant project benefit to all stakeholders. Below is a proposed communication plan describing the available communication methods and its respective BEAR team member responsibility.

<i>Communication and Reporting Plan</i>		
<i>Type</i>	<i>Responsibility</i>	<i>Description</i>
<i>Automatic Email Alerts</i>	Bear Salesforce CRM (to be provided at no additional cost)	Upon commencement of work, automatic email alerts are configured so stakeholders can be notified of work as its completed
<i>Emergency Work requiring immediate attention</i>	Bear Technician/Project Manager	For issues concerning public safety, we empower our technicians to communicate directly with our clients to resolve issues as quickly as possible. A brief follow-up with written communication on the subject matter will be communicated via email by the project manager
<i>Weekly Account Update</i>	Bear Project Manager	At the end of each week, the assigned project manager provides an update via email on completed work this week, proposed schedule for the following week, and status on all open work with action items for both Bear and the City
<i>Monthly Maintenance Meetings</i>	Bear Project Manager	Meet in person or virtually once per month with all project stakeholders to discuss status of project
<i>Monthly Accounting Reports</i>	Bear Accounting Department	Our accounting department sends monthly invoicing summarizing all work performed during the previous month with costs broken down per work order. Along with this report, our accounting department also captures year-to-date expenditures and available contract balances. This allows both the City and Bear to manage the rate of expenditures and make educated decisions on how to best use available funding.

B. WORK PLAN (CONT)



Response Times

At Bear, we recognize the critical importance of timely response in traffic signal and streetlight maintenance services. To achieve this, we have deployed the following approach:

Recruit & Retain top talent in the Local Area and Response Capabilities

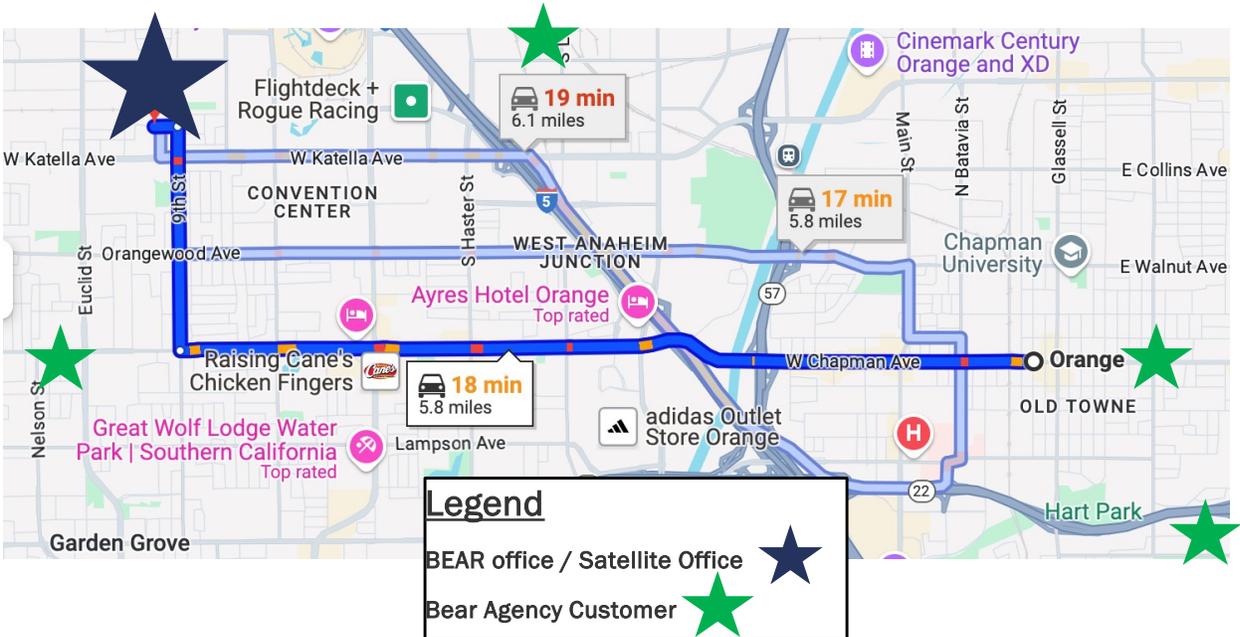
Bear currently employs 15 electricians who live near the City of Orange. Coupled with the fact that we currently provide maintenance services to adjacent municipalities – Bear can provide an average response time of **60 minutes or less** during both normal and off-hour work periods – 24/7/365 days a year.

Local Warehouse Space

Bear currently operates local warehouse space in Anaheim, CA to support work in the Orange area. This warehouse is constantly stocked with all necessary parts common to a traffic signal and streetlight maintenance contract which allows us provide fast “up-times” and minimizing any “down-time” for traffic signal and streetlight repairs.

Fleet Management

We stock our service trucks as mobile warehouses to improve efficiency and response time. It is standard practice in our business for each of our hydraulic bucket trucks to be always equipped with ample stock of equipment to respond and resolve most common emergency response items within the defined contractual response time and within one mobilization. Additionally, our electricians are assigned equipment to take home, allowing for direct dispatch of after-hours calls and eliminating unnecessary trips to one of our warehouse locations.



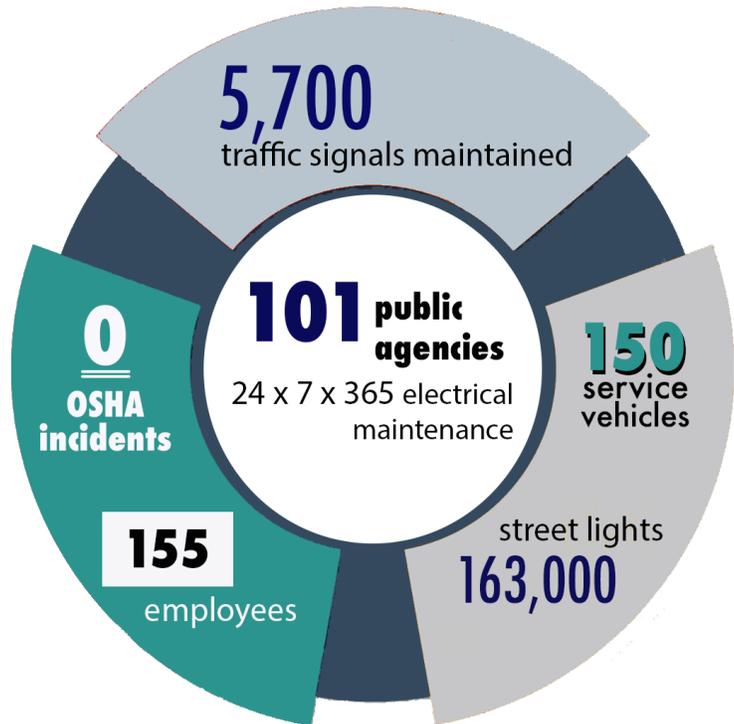


About Bear

Bear Electrical Solutions, LLC. (Bear) is a privately-owned limited liability company that was founded in January 2013. It operates as a subsidiary of GreenArrow, Inc., which employs over 500 individuals and provides transportation-related electrical services across three (3) states: California, Pennsylvania, and Indiana.

Bear was established with the primary goal of becoming a trusted leader in transportation electrical services. Our success and growth stem from our commitment to delivering on our promises, which fosters trust among our customers.

Currently, we are among the few service providers that can offer tailored and localized support while benefiting from the financial backing and stability of a large corporation. This **perfect combination** is ideal for public agencies, both large and small.



Our Approach to Maintenance comes from having the Perfect Combination

- 1 Unlimited Resources:**
Bear typically has on-hand the materials, equipment and personnel at one of our regional offices to support any size maintenance program. To help mitigate any risk for our agency customers, we also have access to unlimited capital through our larger holding company. Unlimited resources and powerful buying power have made Bear one of the most stable and viable long-term partners in the industry.
- 2 Local Support with Autonomy:**
Our founders and majority of our team have 20-25+ years providing maintenance solutions to public agencies and understand that not all communities or maintenance programs are the same. Nor are the needs of a public agency 100% predictable or linear. We have structured our company into autonomous regional offices and people that can build personal relationships with our customers. We service each agency based on what our local employees know about their neighborhoods, and the needs of that community.
- 3 Extending your Team Knowledge:**
Our diverse team has the largest breadth of skills in the industry (from traffic engineers to financial experts and construction management). In addition, we work across our network of eight (8) offices in different states to ensure that we bring the latest trends and solutions to our customers. Our goal is to act as an extension of your team and help drive continuous improvement in your programs.

C. QUALIFICATIONS (CONT)



Details of Our Client Base

As a dedicated electrical contractor specializing in the maintenance and construction of transportation electrical infrastructure – including traffic signals, street lighting, and intelligent transportation systems (ITS) – Bear serves a diverse client base that includes:

- Bear currently has 110 Maintenance Service Agreements (MSAs) in California which consists of:



- Eight (8) County Agencies;
- 81 municipalities;
 - Including agencies near the City of Orange such as Eastvale, Chino Hills, Ontario, Anaheim, Covina, San Bernardino County
- Two (2) college campuses;
- Two (2) airports;
- Two (2) legal enforcement agencies;
- One (1) seaport;
- One (1) professional sports stadium (Levi's);
- One (1) electrical vehicle (EV) manufacturer – statewide product maintainer– Chargepoint, Inc.
- One (1) nuclear power plant;
- One (1) traffic signal controller & cabinet manufacturer – Econolite, Inc.
- One (1) state Department of Transportation agency;
- Six (6) private / non-governmental organizations.

Bear's Financial Strength and Capabilities

Bear is a licensed and bonded electrical contractor that has experienced consistent growth in both size and service capacity since its founding 12 years ago. What began as a small regional operation has evolved into a leading provider of transportation electrical services across multiple states. Over the past three years, Bear has maintained a strong financial position, averaging \$65 million in annual revenue. Our average project size of \$400,000 reflects our ability to manage a high volume of mid- to large-scale public infrastructure projects. This financial stability, paired with our scalable workforce and proven performance, allows us to take on complex, multi-jurisdictional contracts while continuing to invest in technology, training, and operational readiness.

Our proven track record, financial strength, and extensive project experience have earned us a high bond rating, with a single-project bonding capacity of \$50 million and an aggregate bonding capacity of \$100 million.

Bonding

Surety	International Fidelity Insurance Company (IFIC) and Harco National Insurance Company (Harco)
Aggregate Capacity	\$100M
Single Project Capacity	\$50M
Outstanding ⁽¹⁾	\$24M

C. QUALIFICATIONS (CONT)



Additional Information about Bear

Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the City.

- A** Class A – General Engineering
- C-10** Class C-10 – Electrical
- C-31** Class C-31 – Work Zone Traffic Control
- D-31** Class D-31 – Pole Installation and Maintenance



Certifications and affiliations

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158)
- Southern California Edison approved electrical contractor
- United Contractors Association Member (UCON)
- Maintenance Superintendant Association (MSA) Sponsor
- Orange County Traffic Engineers Council (OCTEC) Member / Sponsor
- Institute of Traffic Engineer (ITE) Member / Sponsor
- International Municipal Signal Association – various certifications (employee certifications)



D. RELATED EXPERIENCE AND REFERENCES



Representative Projects

Below is a list of relevant projects that have completed within the last five (5) years, or the base contract has ended, and the contract was mutually extended.

Projects relating to Streetlighting System Maintenance including routine maintenance, meter pedestal upkeep, street lighting night surveys, extraordinary maintenance, and emergency services.

Date Contract Completed	Name and Address Project	Client Contact	Description	Bear Project Manager
Ends 08/12/24 - in progress	City of Newport Beach 100 Civic Center Dr Newport Beach, CA	Casey Parks (949) 718-3477 or Brent Millard (949)718-3422	Maintenance of over 6000 streetlights	Art Torres
Ends 08/12/24 - in progress	City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA	Terri Phan (714) 593-4400x215	Maintenance of over 4000 streetlights	Art Torres

Projects relating Traffic Signal System Maintenance including routine maintenance for signalized intersections, VDS, CCTV, RRFB and SFS. Work also includes extraordinary maintenance, emergency service and repair services.

Ends 06/30/2024 - in progress	City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA	Edgar Abrenica (949) 362-4338 or Jeff Metz (949)362-4337	Maintenance of 98 traffic signals, VDS, SFS.	Art Torres
Ends 06/30/26 - in progress	City of Aliso Viejo 12 Journey Aliso Viejo, CA	Shaun Pelletier (949) 245-2533	Maintenance of 57 traffic signals including SFS and RRFB.	Kyle Nasser-Reis

Projects relating to Traffic Signal, Streetlight, and On-Call Construction of Electrical Projects including fiber optic communication work, signal upgrade projects, miscellaneous construction scope.

Ends 09/30/23 - in progress	County of Orange 601 N. Ross St Santa Ana, CA	Tony Le (714)245-4580	Maintenance of 137 signals, lighting, and JOC installation of signal upgrade (Newland and Hazard at Westminster, CA)	Art Torres
Ends 06/30/26 - in progress	City of Tustin 300 Centennial Wy Tustin CA	Kyra Tao (714) 573-3000	Maintenance of 155 traffic signals, 6,000 streetlights, and Digalert services	Art Torres
Ends 06/30/23 - in progress	City of Lake Forest 2550 Commercentre Dr Lake Forest, CA	Tran Tran (949)461-3485	Maintenance of 109 traffic signal, 707 streetlights, Fiber Optic system, Digalert services	Art Torres
Ends 06/30/23 - in progress	City of Mission Viejo 200 Civic Center Mission Viejo, CA	Brett Canedy (949) 470-8422	Maintenance of 117 traffic signals, lighting, and Fiber Optic Services, Digalert	Art Torres
Ends 06/30/27 - in progress	City of San Marcos 201 Mata Way San Marcos, CA	Dylan De Bie (760)752-7550	Maintenance of 75 traffic signals, 10k streetlights, Fiber Optic system maintenance, Digalert services	Kyle Nasser-Reis

E. COMPANY DATA



1. Company's Official Name, Address, and Principal Officers:

Bear Electrical Solutions, LLC.

Company Headquarters: 1252 State Street, PO Box 924, Alviso, CA 95002

Regional Office: 1114 E. Kimberly Avenue, Anaheim, CA 92801

Principal Officers: Andrew Bader, President Robert Asuncion, Vice President

Entity Type: Limited Liability Company / Partnership

2. Company Federal Employer ID Number: 46-1898744

3. Name and Address of Person Authorized to Make Decisions and Represents the Company:

Principal Officers: Andrew Bader, President Robert Asuncion, Vice President

Company Headquarters: 1252 State Street, PO Box 924, Alviso, CA 95002

4. Company's Address for any mailed funds:

PO Box 924, Alviso, CA 95002-0924

5. Any Failures or Refusals to Complete any Contracts:

Bear Electrical Solutions has had NO failures or refusals to complete any contract since company establishment.

6. Indicate the Number of Years under the Present Name:

Bear Electrical Solutions, LLC – since August 30 2024. Prior entity name was Bear Electrical Solutions, Inc. from January 2013 to August 30, 2024.

7. Indicate the Number of Years of the Company's Experience in Providing Required Services:

12.5 years as Bear Electrical Solutions. Principals of the company have experience in this field for over 25 years.

8. Detailed Statement whether Proposer is totally or partially owned by another business organization that will be providing the services to meet the requirements of the Proposal:

Bear Electrical Solutions, LLC. is 100% owned by MWE Buyer, Inc.

9. Detailed Statement whether Proposer is totally or partially owns any other business organization that will be providing the services to meet the requirements of the Proposal:

Bear Electrical does not own any other businesses and will self-perform 100% of the work in this proposal.

10. Copy of Contractors' License:



F. RESOURCES TO BE PROVIDED BY THE CITY



Bear Electrical Solutions is well-equipped to provide a comprehensive, turnkey on-call maintenance program for the City of Orange. With in-house inventory, specialized equipment, skilled personnel, and established business systems, we are fully prepared to meet the scope and requirements outlined in this RFP.

Based on our experience with similar municipal contracts, the following City-provided resources will be essential to supporting a successful and efficient maintenance program:

City Assistance:

- **City Traffic Engineer –**
 - To provide timing programming for signalized intersections or to approve timing changes.
 - To approve recommended equipment submittals for any maintenance equipment replacements.
 - Permit process approval, when applicable.

- **Neighboring Agency Contact –**
 - In the event traffic control encroaches into a neighboring agency, we will need a contact at the neighboring agency to help facilitate an encroachment permit process.
 - If transit is impacted to any traffic signal or streetlight maintenance work, we will need a contact at the respective transit agency for permit or coordination sake.

- **Asset Location Information and Collateral –**
 - It is expected that the City to provide a complete list of locations and any collateral information associated with each item to be maintained (i.e. keys for cabinet locks, passwords to controller, communication networking info.)

Material Resources:

- **City Furnish Material –**
 - If the City requests Bear to administer or track material warranty information, the City must provide the relevant vendor and purchase details to facilitate any necessary warranty work.
 - If applicable, the City shall provide access to storage areas where City-furnished materials are kept. Additionally, the City should disclose whether Bear will be responsible for supplying shipping and handling equipment (e.g., crane or forklift for poles).



Staffing & Team Organization

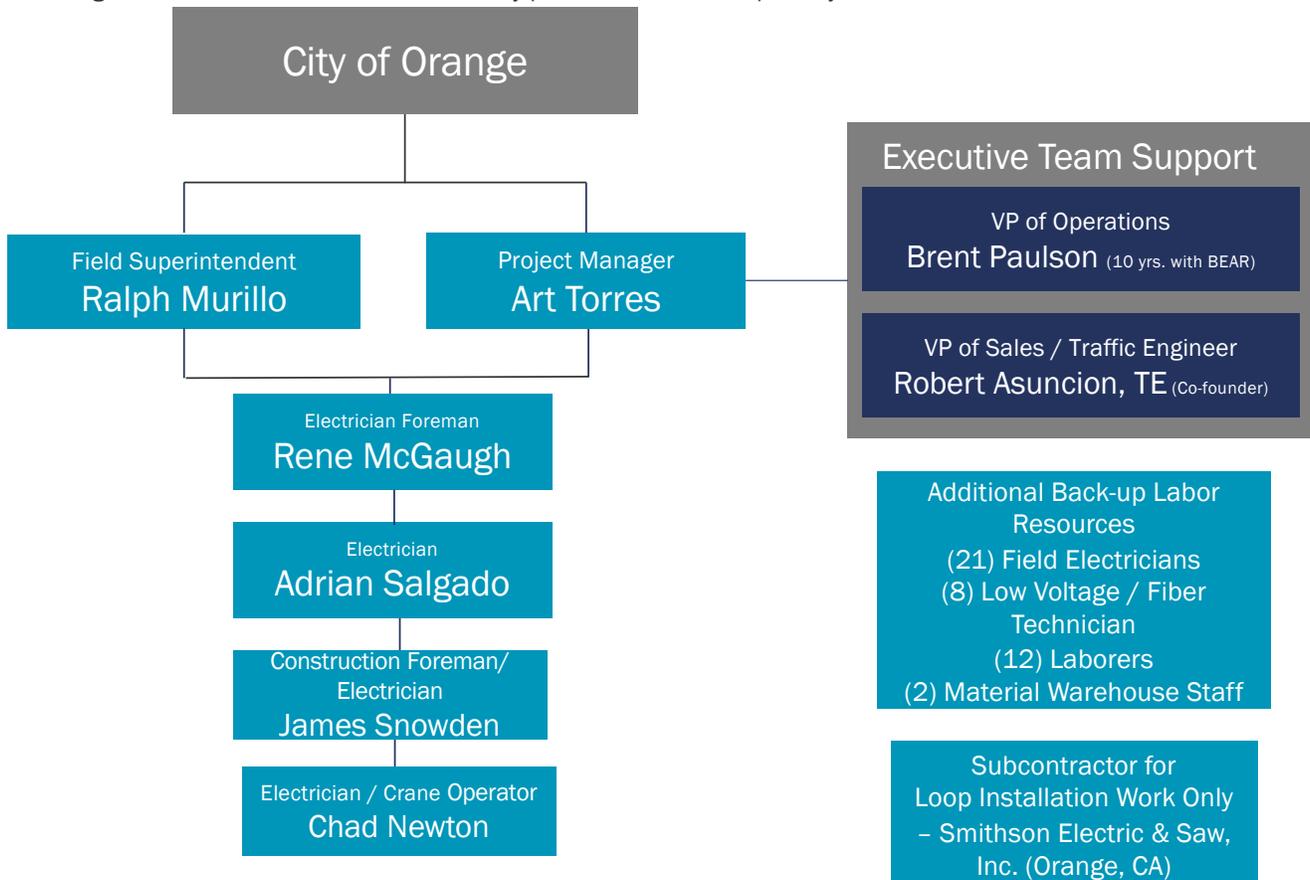
Our proposed project team members have decades of experience performing the work requested in the RFP. Our team’s core expertise include traffic signal routine, emergency response, and extraordinary repair, DigAlert services, fiber optic maintenance services, and ad-hoc electrical public work-type projects.

We understand that a contract of this magnitude requires a core level of dedicated project staff. In addition to this, through servicing similar agencies, we understand response and extraordinary maintenance workload is not always linear. To manage the peaks and valleys of workflow, we have built a qualified support team that can provide assistance when extra capacity is needed to facilitate fast response times.

Subcontractors

The Bear team intends to self-perform all work mentioned in the RFP except for any in-ground vehicle loop installation work as that scope of work will be performed by Smithson Electric and Concrete & Saw (Orange, CA – DIR# 1000001610).

The organization chart below identifies the key personnel, role and specialty:



G. KEY PERSONNEL RESUME



Ralph Murillo



Field Supervisor

As the field supervisor technician, Ralph will be responsible for the daily schedule and management of field resources, ensuring that task and work order expectations are regularly met. Ralph has been in the traffic signal industry for over 19 years, from laborer to field superintendent. Ralph oversees the field operations for the BEAR southern California office. This entails managing and supervising several foreman electricians, warehouse/materials laborers, and self-performing traffic signal fieldwork.

Experience

Field Superintendent **Bear Electrical Solutions, | 2016-present | Anaheim, CA**

Responsible for providing the proper resources to internal and external customers. Develops the work schedule and ensures it meets customers' expectations. Manages 14 field staff, including electricians and warehouse/laborers.

- Traffic Signal Maintenance, Emergency Response, Repair & Troubleshooting.
- New Signal Commissioning / ITS Deployment
- Responsible for hiring and training new employees.
- Repair and troubleshoot traffic signals and communication equipment.
- 24/7/365 On-Call duty response

Electrician **Computer Services Co. | 1995-2016 | Baldwin Park, CA**

- Traffic Signal Maintenance
- Streetlight Maintenance
- Fiber Optic / Copper / Wireless Communication
- ITS Deployment
- Traffic Signal Upgrades/ Modifications

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA Fiber Optic Technician OSHA 30 Certified	General Electrician#141087



Art Torres



Project Manager and Designated Office Coordinator

As the designated Account Manager, Art will be the first point of contact for the City. Art can provide estimates and scheduling to the City. Art will communicate project expectations to BEAR staff for each on-call work order. Art will also perform project close-out procedures, including invoicing, warranty registration, and documentation.

Experience

Regional Project Manager **Bear Electrical Solutions | 2016-present | Anaheim, CA**

- Account project management and designated office coordinator for agencies
- Review and prepare contract invoices for extraordinary and routine maintenance billings
- Prepares estimates and proposals to agencies for extraordinary work or ad-hoc electrical projects
- Provides communication and monthly status meetings with agencies regarding routine maintenance programs
- Reports to Vice President of Operations

Traffic Signal Electrician **Computer Services Company | 2006-2016 | Baldwin Park, CA**

- Traffic signal construction and maintenance
- Trained new employees

Certifications	Licenses
IMSA Work Zone IMSA Traffic Signal Level I IMSA Traffic Signal Level II IMSA Traffic Signal Level III	NEC# 115259-G



RENE MCGAUGH

ELECTRICIAN FOREMAN

Rene started his career in the traffic signal maintenance industry in 2003. At one time, Rene was the responsible managing employee (RME) for his previous employer carrying the Contractor's License for his company. He is knowledgeable and passionate about his craft as he trains new and old colleagues in new traffic signal technologies. Rene is an expert in troubleshooting and underground repair and restoration.



Certifications

IMSA - Work Zone Safety
IMSA - Traffic Signals Field Electrician I/II/III
OSHA 30 Certified

Notable Projects

Led Bear crews in installing over 500 license plate reader cameras in SOCAL.

License

General Electrician#150376

Electrician – Anaheim Office

Bear Electrical Solutions, Inc. (2017-present)

Resides in Riverside. Leads crews in special signal projects. Provides traffic signal maintenance and emergency response work to multiple agencies in the region. Knowledgeable of all TS1, TS2, and 332 cabinet and controllers.

Traffic Electrician

Computer Services Company (2004-2017) – Baldwin Park, CA

- Traffic Signal Maintenance
- Traffic Signal Construction
- Foreman duties, Train new employees
- Repair and troubleshoot traffic signal and communication equipment.
- 24/7/365 On-Call duty response



G. KEY PERSONNEL RESUME



Adrian Salgado

Traffic Signal Technician

Adrian is an experienced traffic signal technician and maintenance electrician that has spent his career focusing on signal and streetlight work. He has continued to evolve his career adding additional certifications and education to better serve customers.

Experience

Traffic Signal Technician

Bear Electrical Solutions | 2024-present | Anaheim, CA

- Construction, Installation, and Maintenance of Traffic Signals, Streetlights and Equipment
- Communication configuration of network switches and devices for networks

Senior Electrician

SunPower Corporation | 2021-2024 | Woodland Hills, CA

- Installed automatic transfer switches and energy storage systems
- Provided a range of electrical services and focused troubleshooting

Traffic Signal Technician 2

St. Francis Electric | 2018-2021 | Riverside, CA

- Traffic signal maintenance
- Provided ongoing maintenance for the City of Lancaster and San Bernardino

Field Electrical Supervisor

SunPower Corporation | 2018-2019 | Woodland Hills, CA

Electrical Foreman

Metro RF Services | 2015-2019 | Ontario, CA

Certifications/Licenses	Skills
State Certified Electrician IMSA Work Zone Safety Level 1 Traffic Signal Technician Level 2 Traffic Signal Technician OSHA 30	Traffic Signal Maintenance Repair of pole knockdowns Programming of ITERIS and Econolite detection cameras Troubleshooting of NEMA and 332Cabinents



James Snowden

Construction Foreman - Electrician

James Snowden will be designated construction foreman to lead construction activities for the City. Experienced in streetlight and traffic signal construction, James will coordinate construction work according to priorities and plans; allocating general and daily responsibilities as well as supervise and train workers. James will also ensure manpower and resources are properly assigned and adequate for safe and sustainable construction practices.

Construction Foreman - Electrician
Bear Electrical Solutions | 2022-present | Anaheim, CA

Experience

- Troubleshoot and repair streetlights and traffic signals
- Supervise and train electricians and laborers
- Perform new construction activities including conduit, pullbox, wiring, foundation, and pole installations.
- Progress reports to management
- Monitor construction expenditures and ensure work remains within budget
- Crane Operator

Electrician – Construction team
ILB Electric | 2017-2022 | Corona, CA

- Erect new traffic signals and streetlights from the ground up
- Auger and pour new foundations
- Remove old poles and foundations and install new in place
- Pull wire through conduits for signalized intersections.
- Supervised directional boring operations.
- Terminated conduits, installed new pullboxes, concrete restoration supervision of apprentices.

Certifications	Licenses
IMSA Work Zone IMSA Traffic Signal Level I / II OSHA 30 EVITP Certified (Electrical Vehicle Infrastructure) Signal and Rigging Certified (Crane)	CA Electrician NEC# 166842



Chad Newton

Crane Operator / Electrician

Chad has previous working experience with this project during his tenure at another traffic signal maintenance company. For this project, Chad will be assigned as a crane operator and on-call maintenance support for emergency response work and any extraordinary work. Chad has over 5,000 working hours as a crane operator.

Experience

Traffic Signal Technician / Crane Operator
Bear Electrical Solutions | 2022-present | Anaheim, CA

- Traffic Signal Maintenance – Routine and Emergency Response Technician (Initial response and permanent repair)
- Traffic Signal infrastructure installation and repair (including conduits, pole foundations, TS gear, ITS)

Traffic Signal Electrician
Yunex | 2011-2022 | Anaheim, CA

- Traffic signal construction and maintenance
- Crane Operator
- Emergency response and repair of traffic signals

Certifications	Licenses
IMSA Work Zone IMSA Traffic Signal Level I/II National Commission for the Certification of Crane Operators (NCCCO) Flagger Certified OSHA 10	Class A Drivers License Electrical IBEW Apprenticeship Graduate



Phillip Heffernan

Construction & Maintenance Electrician

Phillip is an experienced construction and maintenance electrician that will be assigned to work on construction-based work for the agency. He specializes in streetlights installation, EV charging stations, communication infrastructure (fiber optic, networking cables), and other ITS infrastructure.

Experience

Electrician

Bear Electrical Solutions | 2023-present | Anaheim, CA

- Construction, Installation, and Maintenance of Traffic Signals, Streetlights and Equipment
- Electric Vehicle Charging Station Maintenance and Installation
- Fiber Optic splicing, testing, and maintenance
- Communication configuration of network switches and devices for networks

Electrical Instructor

Orange County Electrical Training Trust | 2022-present | Santa Ana, CA

- Instructs apprenticeship programs – Inside Wireman, Sound Installer, and Intelligent Traffic Systems
- Provides the necessary training for electrical student candidates to become journeyman level electricians.

Electrician

ILB Electric | 2016-2023 | Corona, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Electrician

Asplundh Construction | 2013-2015 | Buena Park, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Certifications	Licenses
IMSA Work Zone IMSA Traffic Signal Level I FOA Fiber Optic Technician ETA International Fiber Optic Technician Electric Vehicle Infrastructure 1 Certification OSHA 30 Certification Bucket Truck and Aerial Work certified	CA Licensed NEC# 170250-G

H. CERTIFICATE OF NON-COLLUSION



ATTACHMENT A: Certificate of Non-Collusion

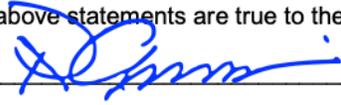
CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed and signed by an authorized representative of each proposer.]

Be it known that Robert Asuncion (name), being first duly sworn, deposes and testifies that he/she is the Vice President (relationship with proposer firm), of Bear Electrical Solutions, LLC. (legal name of proposing firm), making the foregoing proposal:

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
3. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.
5. All statements contained in the bid are true.
6. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
7. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/26/25 [date], at Alviso [city], CA [state].

That all the above statements are true to the best of my knowledge.

Signed _____


I. FEE SCHEDULE



ATTACHMENT B: Fee Schedule

I. Fee Schedule for On-Call Signal, Lighting and Electrical Maintenance Services

Provide Fee Schedule for labor, services, and equipment. Apart from pole or cabinet knockdowns and other emergency situations, corrective and routine maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct maintenance services.

A. Labor Fee Schedule

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Electrician - Foreman	\$126.50	\$165.00	\$205.00

Duties:

Serve as primary point of contact between field crew and City for more complex electrical projects. Interprets plans and specs for advanced projects.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Electrician - Technician	\$120.00	\$155.00	\$200.00

Duties:

Licensed and qualified to self perform electrical installation, maintenance, and repairs under minimal supervision. Perform preventative maintenance and emergency repairs.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Laborer	\$107.00	\$135.00	\$165.00

Duties:

Provides essential support to electricians by performing variety of manual tasks that help maintain efficient and safe jobsite conditions. This includes traffic control, material handling, pulling wire, digging and installation of underground infrastructure.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Heavy Equipment Operator	\$105.00	\$190.00	\$235.00

Duties:

Responsible to operating machinery used in construction and maintenance; they support trenching, pole installation, grading, and material handling activities.

(Include additional sheets for the Labor Fee Schedule, if necessary.)

B. Service Fee Schedule

1. Cabinet and controller laboratory testing and certification \$ 1,280.00 per Item

2. USA marking \$ 120.00 per Loc.

3. Furnish and install 6'-diameter inductive loop detector:

<u>Quantity</u>	<u>Price Each</u>
1 to 4	\$ <u>880.00</u>
5 to 12	\$ <u>840.00</u>
13 to 20	\$ <u>825.00</u>
21 or more	\$ <u>770.00</u>

4. Furnish and install 12" LED green ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

5. Furnish and install 12" LED red ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

6. Furnish and install 12" LED yellow ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

<u>Type</u>	<u>Price Each</u>
1A	\$ <u>5,500.00</u>
15TS	\$ <u>6,235.00</u>

8. LED pedestrian signal module: \$ 225.00 per module

9. Pedestrian Push Button (PPB): \$ 295.00 per button

10. Accessible Pedestrian Signals (APS): \$ 685.00 per button

11. Traffic signal backplate: \$ 165.00 per module

12. Fiber optic cable installation: \$ 120.00 per module / FEET

13. Procure street light pole:

<u>Type</u>	<u>Price Each</u>
1C123 above ground:	\$ <u>4,235.00</u>
1C128 above ground:	\$ <u>4,155.00</u>
1C123 below ground (6'):	\$ <u>5,525.00</u>
1C128 below ground (8'):	\$ <u>5,945.00</u>

C. Equipment Fee Schedule

1. Personnel Vehicle:	\$ <u>25.00</u>
2. Pickup Truck:	\$ <u>35.00</u>
3. Bucket Truck, specify height <u>45'</u>	\$ <u>40.00</u>
4. Bucket Truck, specify height <u>55'</u>	\$ <u>45.00</u>
5. Bucket Truck, specify height _____	\$ _____
6. Bucket Truck, specify height _____	\$ _____
7. Other <u>Crane Truck</u>	\$ <u>65.00</u>
8. Other <u>Dump Truck</u>	\$ <u>35.00</u>
9. Other <u>Jack / Compressor</u>	\$ <u>25.00</u>
10. Other _____	\$ _____
11. Other _____	\$ _____
12. Other _____	\$ _____

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency maintenance during non-working hours, weekends, and holidays.

II. Material Cost Mark-up

Provide proposed mark-up percentage of invoiced price for cost of material, outside those listed in Section I - Fee Schedule for On-Call Signal, Lighting and Electrical Maintenance Services. No mark-up will be allowed on tariffs, taxes, or freight/shipping.

Proposed mark-up = 10.0 %



Agenda Item

City Council

Item #: 3.5.

8/26/2025

File #: 25-0481

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Cooperative Agreement between the City of Anaheim and the City of Orange for the Ball Road-Taft Avenue Corridor Regional Traffic Signal Synchronization Project.

2. SUMMARY

This cooperative agreement between the cities of Anaheim and Orange establishes the respective responsibilities of each agency for the inter-jurisdictional traffic signal synchronization along the corridor of Ball Road-Taft Avenue.

3. RECOMMENDED ACTION

Approve the cooperative agreement with the City of Anaheim in the amount of \$61,520 for the implementation of Ball Road-Taft Avenue Corridor Regional Traffic Signal Synchronization Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this cooperative agreement is \$61,520 and will be funded through Transportation System (TSIP) (287):

287-5704-87101-265097 Ball Rd-Taft Ave RTSSP

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

In August 2023, as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (referred to as Project P), Orange County Transportation Authority (OCTA) issued a call for projects to coordinate traffic signals across multiple jurisdictional boundaries to enhance countywide traffic flow and reduce congestion.

In response to the call, the City of Anaheim, with the participation of the City of Orange, initiated an application and was awarded Measure M2 funds for the synchronization of the traffic signals along the Ball Road-Taft Avenue Corridor. The 10-mile corridor between Knott Avenue in the City of Anaheim and Tustin Street in Orange includes 37 traffic signals across the three jurisdictions of Anaheim, Orange, and Caltrans. Within the City of Orange, the corridor spans approximately two miles of Taft Avenue and includes six intersections from Main Street to Tustin Street.

In addition to signal timing coordination, the Ball Road-Taft Avenue Corridor project will include improvements identified in the application. For the City of Orange, these improvements include installation of wireless radio communication, Ethernet switches, controller and cabinet upgrades, and closed-circuit television cameras.

The total Ball Road-Taft Avenue Corridor project cost is \$1,713,247.50. The participating agencies agreed to a combined cash and in-kind match (staffing, equipment purchase) of \$342,649.50 representing approximately twenty percent (20%) of the total project cost. Orange's share of the project cost includes \$61,520 in direct dollar match. Funding for Orange's cash match will be funded through Transportation System (TSIP) (287).

The Cooperative Agreement (Attachment 1) describes the duties and responsibilities, including funding obligations of all the participating agencies. The City of Anaheim has agreed to act as the implementing agency to carry out the project. Participating agencies will be responsible for coordinating the installation of their elements during the project and on-going maintenance and operation after the three-year grant period. When completed, vehicular traffic in a synchronized corridor will often pass through a series of green lights before stopping.

7. ATTACHMENTS

- Attachment 1 Cooperative Agreement with the City of Anaheim
- Attachment 2 Map of Ball Road-Taft Avenue RTSSP Corridor



Agenda Item

City Council

Item #: 3.5.

8/26/2025

File #: 25-0481

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Cooperative Agreement between the City of Anaheim and the City of Orange for the Ball Road-Taft Avenue Traffic Signal Synchronization Project.

2. SUMMARY

This cooperative agreement between the cities of Anaheim and Orange establishes the respective responsibilities of each agency for the inter-jurisdictional traffic signal synchronization along the corridor of Ball Road-Taft Avenue.

3. RECOMMENDED ACTION

Approve the cooperative agreement with the City of Anaheim in the amount of \$61,520 for the implementation of Ball Road-Taft Avenue Corridor Regional Traffic Signal Synchronization Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this cooperative agreement is \$61,520 and will be funded through Transportation System (TSIP) (287):

287-5704-87101-265097 Ball Rd-Taft Ave RTSSP

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

In August 2023, as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (referred to as Project P), Orange County Transportation Authority (OCTA) issued a call for projects to coordinate traffic signals across multiple jurisdictional boundaries to enhance countywide traffic flow and reduce congestion.

In response to the call, the City of Anaheim, with the participation of the City of Orange, initiated an application and was awarded Measure M2 funds for the synchronization of the traffic signals along the Ball Road-Taft Avenue Corridor. The 10-mile corridor between Knott Avenue in the City of Anaheim and Tustin Street in Orange includes 37 traffic signals across the three jurisdictions of Anaheim, Orange, and Caltrans. Within the City of Orange, the corridor spans approximately two miles of Taft Avenue and includes six intersections from Main Street to Tustin Street.

In addition to signal timing coordination, the Ball Road-Taft Avenue Corridor project will include improvements identified in the application. For the City of Orange, these improvements include installation of wireless radio communication, Ethernet switches, controller and cabinet upgrades, and closed-circuit television cameras.

The total Ball Road-Taft Avenue Corridor project cost is \$1,713,247.50. The participating agencies agreed to a combined cash and in-kind match (staffing, equipment purchase) of \$342,649.50 representing approximately twenty percent (20%) of the total project cost. Orange's share of the project cost includes \$61,520 in direct dollar match. Funding for Orange's cash match will be funded through Transportation System (TSIP) (287).

The Cooperative Agreement (Attachment 1) describes the duties and responsibilities, including funding obligations of all the participating agencies. The City of Anaheim has agreed to act as the implementing agency to carry out the project. Participating agencies will be responsible for coordinating the installation of their elements during the project and on-going maintenance and operation after the three-year grant period. When completed, vehicular traffic in a synchronized corridor will often pass through a series of green lights before stopping.

7. ATTACHMENTS

- Attachment 1 Cooperative Agreement with the City of Anaheim
- Attachment 2 Map of Ball Road-Taft Avenue RTSSP Corridor

COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY
OF ANAHEIM AND CITY OF ORANGE FOR THE BALL ROAD-
TAFT AVENUE TRAFFIC SIGNAL SYNCHRONIZATION
PROJECT

This Cooperative Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF ANAHEIM, a municipal corporation (“ANAHEIM”) and the CITY OF ORANGE, a municipal corporation (“ORANGE”). ORANGE and ANAHEIM are collectively referred to herein as “CITIES”.

RECITALS:

A. ANAHEIM applied for a grant from the Orange County Transportation Authority (“OCTA”) as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (“RTSSP”) (Project P), aimed to coordinate traffic signals across multiple jurisdictions to enhance countywide traffic flow and reduce congestion (the “APPLICATION”).

B. The Ball Road-Taft Avenue Traffic Signal Synchronization Project (the “PROJECT”) was selected by OCTA as one of the RTSSP projects to be funded in Fiscal Year 2024-2025, based on an application submitted by ANAHEIM on behalf of CITIES.

C. OCTA and ANAHEIM entered into a Master Funding Agreement (Agreement No. C-1-2754) defining the terms and conditions for approved Measure M2 projects.

D. CITIES desire to initiate and implement the PROJECT, with ANAHEIM as the lead agency.

E. CITIES desire to enter into this Agreement to demonstrate their commitment to improving traffic signal synchronization opportunities for Orange County and to develop and implement the PROJECT.

F. CITIES desire to set the specific terms, conditions and funding responsibilities between the CITIES for the implementation of the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed by the CITIES as follows:

1. TERM

This Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2030. This Agreement may be extended for up to two additional one-year periods upon the mutual written consent of the CITIES’ project liaisons.

2. SCOPE OF PROJECT

A. The PROJECT includes improvement at thirty-seven (37) traffic signals along Ball Road-Taft Avenue corridor as described in and at an estimated cost as set forth in the PROJECT Application (“APPLICATION”) attached as Exhibit “A” and incorporated herein by this reference.

B. The PROJECT includes elements identified in the APPLICATION, including certain hardware and software upgrades to traffic controllers, traffic telecommunications, master controllers and associated systems (collectively referred to as “Traffic Control Elements”), and these Traffic Control Elements will be constructed and/or installed and implemented as part of the PROJECT as identified in the APPLICATION, attached as Exhibit “A.”

3. SHARED RESPONSIBILITIES

A. CITIES agree to coordinate the inclusion of other Traffic Control Elements and in-kind services to be integrated during the construction of the PROJECT that are not included in the project application and that the applicable city will have the responsibility for verifying and coordinating during the course of the PROJECT. All costs associated with the inclusion of other Traffic Control Elements, if any, are the sole responsibility of the city owning each and any of those other elements during the PROJECT.

B. CITIES agree to implement the PROJECT based on Exhibit “A,” including a match of approximately Three Hundred Forty-Two Thousand, Six Hundred Forty-Nine Dollars and 50/100 Cents (\$342,649.50), which equals twenty percent (20%) of the PROJECT cost split with the following cost contribution of cash and in kind services:

Agency	M2 Request		City Match		Project Total	
	PI*	O&M**	PI*	O&M**	PI*	O&M**
Anaheim	\$1,035,238.00	\$89,280.00	\$258,809.50	\$22,320.00	\$ 1,294,047.50	\$111,600.00
	\$1,124,518.00		\$281,129.50		\$1,405,647.50	
Orange	\$228,800.00	\$17,280.00	\$57,200.00	\$4,320.00	\$ 286,000.00	\$ 21,600.00
	\$246,080.00		\$61,520.00		\$307,600.00	
TOTAL	\$1,264,038.00	\$106,560.00	\$316,009.50	\$26,640.00	\$1,580,047.50	\$133,200.00
	\$1,370,598.00		\$342,649.50		\$1,713,247.50	

* Primary Implementation Phase

** Operations and Maintenance Phase

CITIES agree the final amount and corresponding match may vary and will be based on the 20% of actual cost of implementing all timing, improvements, and maintenance, as identified in the project application. OCTA will fund the remaining 80% of the project cost estimated at One

Million, Three Hundred Seventy Thousand, Five Hundred Ninety-Eight Dollars and 00/100 Cents (\$1,370,598.00).

C. Upon issuance of a Notice to Proceed to the consultant that is selected by ANAHEIM through a Request for Proposal, ANAHEIM may issue invoices to CITIES for up to eighty percent (80%) of the cash match amount identified in Section 3.B, above, and Exhibit "A." The remaining cash match amount will be invoiced after the completion of the Primary Implementation Phase of the PROJECT.

D. CITIES agree that unused PROJECT funds from one city may be used by another city (with matching fund responsibility) upon mutual written agreement of CITIES.

E. In the event the cost of the PROJECT exceeds the estimates as submitted in the APPLICATION, ANAHEIM shall meet with the affected city to determine revisions to the PROJECT. Any revisions necessitating an increase to the budget(s) or revised funding proposal(s) are subject to advanced written approval by the affected city. Any cost overruns shall be the financial responsibility of the jurisdiction where the work improvement occurs or as the case may be, causes the required improvement.

F. CITIES agree to:

(1) Designate a technical lead person to act as the liaison for the PROJECT. The liaison and any other required personnel shall attend and participate in all PROJECT-related meetings and participate on the OCTA Traffic Forum.

(2) Participate, cooperate and coordinate with contractors, consultants, vendors and staff in good faith using reasonable efforts to resolve any unforeseen issues and disputes arising out of the PROJECT to the extent practicable with respect to the performance of the PROJECT.

(3) Participate and support the PROJECT implementation within the timeframe outlined in the APPLICATION and consistent with OCTA's Comprehensive Transportation Funding Programs ("CTFP") Guidelines.

(4) Provide ANAHEIM all current intersection, local field master, and/or central control system timing plans and related data upon request.

(5) Identify and verify the upgrades to Traffic Control Elements to be constructed and installed as part of the PROJECT and as identified in the project application for each city.

(6) Coordinate the inclusion of other Traffic Control Elements and in-kind services, where necessary, that CITIES require for the implementation of the PROJECT but are not included in the project application. Each city shall be responsible for the inclusion of such elements within reason.

(7) Maintain PROJECT-related signals and telecommunications equipment with high priority during the PROJECT and be responsible for repair of the signal control systems in CITIES' own jurisdiction.

(8) Provide on-site support for signal control systems, timing plans, detection systems and related equipment during construction, installation and integration, and be available to change or make adjustments to timing plans at a central or field location when necessitated by the PROJECT.

(9) Waive all fees associated with any local agency permits that may be required of the consultant, sub-consultants, contractors and/or service or equipment providers in the performance of the PROJECT.

(10) Document in-kind match or dollar match funding as identified in the project application and provide verification of such expenditures as part of any required review or audit process, which may include payroll records, contracts and purchase orders.

(11) Maintain and operate the traffic signals and improvements for a period of two (2) years following the completion of the Primary Implementation Phase of the PROJECT.

(12) Maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, CITIES shall permit the authorized representatives of ANAHEIM to inspect and audit all work, materials, payroll, books, accounts, and other data and records of CITIES for a period of four (4) years after final payment, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of ANAHEIM's payment of CITIES' final billing (so noted on the invoice), if applicable, under this Agreement. ANAHEIM shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with CITIES' contractor(s).

4. RESPONSIBILITIES OF CITY OF ORANGE

A. CITY of Orange agrees to the following responsibilities for implementation and funding of the PROJECT:

(1) To designate ANAHEIM as the Administering Agency for the PROJECT, authorizing ORANGE to manage, procure and implement all aspects of the PROJECT.

(2) To authorize OCTA to distribute its grant allocation of approximately One Million, Three Hundred Seventy Thousand, Five Hundred Ninety-Eight Dollars and 00/100 Cents (\$1,370,598.00) to ANAHEIM in order to pool the CITIES' grant funds to effect completion of a more thorough PROJECT than could be accomplished by each city individually.

(3) To contribute CITIES' cash match as set forth in Section 3.B, above. Payment shall be within thirty (30) days of receipt of invoice from ANAHEIM.

(4) To provide detailed documentation supporting any in-kind match set forth in Section 3.B, above, to the reasonable satisfaction of ANAHEIM.

(5) To help develop the PROJECT scope, attend team meetings, and review all consultant and administrative reports pertaining to the scope of work in their individual jurisdictions.

(6) To provide required updates as requested by OCTA as part of the semi-annual review process until the completion of the three-year grant period. Documents to be provided include but are not limited to payroll records, contracts, and purchase orders related to the PROJECT.

5. RESPONSIBILITIES OF ANAHEIM

ANAHEIM agrees to the following responsibilities for implementation and funding of the PROJECT:

A. To manage the PROJECT for CITIES, ANAHEIM shall act as the Administering Agency for the work for all CITIES. Within ten (10) days after this Agreement has been executed, ANAHEIM will provide an executed copy of this Agreement to OCTA, pursuant to the terms and conditions set forth herein.

B. To contribute its match share of cash as set forth in Section 3.B, above.

C. To enter into any required Cooperative Agreement with Caltrans regarding Caltrans Improvements in CITIES; to comply with all the terms and conditions of said Cooperative Agreement; to pay invoices for such Caltrans Improvements as required by Caltrans; and to invoice CITIES in a timely manner with detailed documentation of said Caltrans Improvements.

D. To work cooperatively with CITIES; to ensure that CITIES have the opportunity to provide meaningful input into all phases of the PROJECT; to ensure that CITIES' staff has adequate time to review all draft reports, contracts, the proposed scope of work, and any other

pertinent information; and to convene regular meetings of staff representatives from CITIES to provide a regular process of input from CITIES to the consultant team.

E. To enter into an agreement with a qualified consultant and contractor to assist in the completion and monitoring of the PROJECT.

F. To coordinate the work effort of the PROJECT, provide the day to-day management of the consultant, and manage all consultant administration and contracting. ANAHEIM shall review and pay the consultant's invoices accordingly after ensuring that the work has been satisfactorily performed.

G. To provide ongoing maintenance and operation of optimized signal timing after the Primary Implementation phase of the PROJECT is completed and to continue such maintenance until the end of the grant period and provide verification of such activities as required by Measure M2 program funding.

H. To comply with all of the terms and conditions of its Cooperative Agreement with OCTA, including the project reporting and auditing requirements contained therein.

I. ANAHEIM, or its authorized representatives, may upon close-out of PROJECT under this Agreement, perform an audit and or technical review to ensure that the CTFP Guidelines policies and procedures were followed. Such an audit shall be performed within one hundred eighty (180) days after the PROJECT's grant period is complete. If the audit or technical review determines that any of the activities performed are ineligible for CTFP funding, the city that incurred the ineligible expense must return the amount of funding used to perform the ineligible activity to ORANGE.

6. MUTUAL INDEMNIFICATION

ANAHEIM AND ORANGE (PARTNERS) agree to indemnify, defend and hold harmless all PROJECT partners, their elected officials, officers, agents and employees from and against all claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by negligent acts, omission or willful misconduct of the PARTNERS, their officers, agents and employees in connection with or arising out of the performance of this Agreement.

7. INSURANCE

A. CITIES shall each maintain and keep in full force and effect during the term of this Agreement insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with CITIES' performance of their obligations hereunder.

B. CITIES shall require their consultants and contractors performing work in connection with this Agreement to obtain and maintain the following minimum amount of insurance during the term of this Agreement as described below:

(1) General liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such insurance shall: (a) cover bodily injury, death and property damage; (b) name CITIES, and their elected officials, officers, employees, agents, volunteers and representatives as additional insured(s); and (c) be primary and not contributory with respect to insurance or self-insurance programs maintained by the city.

(2) Business automobile liability with a combined single limit of \$2,000,000. 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.

(3) Workers' compensation insurance as required by law with any required employer's liability insurance with limits not less than \$2,000,000 per accident.

(4) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of \$2,000,000 per claim. Contractor shall agree to keep such policy in force and effect for PROJECT duration.

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

D. Before a consultant or contractor performs any work or prepares or delivers any materials, it shall furnish certificates of required insurance and endorsements to CITIES, evidencing the aforementioned minimum insurance coverages on forms acceptable to ANAHEIM, 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 CITIES.

E. If a consultant or contractor maintains broader coverage and/or higher limits than the minimums described above, the CITIES shall require and shall be entitled to the broader coverage and/or higher limits maintained by the consultant or contractor.

8. GENERAL PROVISIONS

A. Complete Agreement. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of

the terms and conditions of the agreement among CITIES and it supersedes all prior representations, understandings and communications among the parties.

B. Representatives. CITIES each designate their City Manager or his/her designee to be the representative of CITIES for purposes of this Agreement. The City Manager may issue all consents, approvals, directives, and agreements called for by this Agreement, except as otherwise expressly provided in this Agreement.

C. Waiver. The delay or failure of any city at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the city against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Compliance with All Laws. CITIES shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the PROJECT.

F. Force Majeure. CITIES shall not be responsible for delays or lack of performance resulting from acts beyond their reasonable control. Such acts include, but are not limited to, any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, pandemic, and any other conditions beyond the reasonable control of a city.

G. Assignment. Neither this Agreement, nor any of the CITIES' rights, obligations, or duties hereunder may be assigned in whole or in part by any city without the prior written consent of the other CITIES in their sole and absolute discretion. Any attempted assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

H. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and applicable local and federal laws, regulations and guidelines. In the event of any legal action to enforce or interpret this Agreement, the parties agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

I. Attorneys' Fees. If litigation is brought by any city in connection with this Agreement, the prevailing party(ies) shall be entitled to recover from the opposing party(ies) all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party(ies) in the exercise of its rights and remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

J. Notices. Any notices, requests, or demands made among the CITIES pursuant to this Agreement are to be directed as follows:

To ORANGE:

City Clerk

City of Orange

300 E. Chapman Ave.

Orange, CA 92866

To ANAHEIM:

City Clerk

City of Anaheim

200 S. Anaheim Blvd.

2nd Floor, Room 217

Anaheim, CA 92805

K. Order of Precedence. In the event of an inconsistency between this Agreement and the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

L. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

M. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

N. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

O. Counterparts of Agreement. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute one agreement.

P. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF ORANGE, a California municipal corporation

CITY OF ANAHEIM, a California municipal corporation

By: _____
Daniel R. Slater, Mayor

BY: _____

ATTEST:

ATTEST:

Pamela Coleman, City Clerk

Theresa Bass, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

Nathalie Adourian
Senior Assistant City Attorney

BY: _____
Bryn M. Morley
Deputy City Attorney

Exhibit A:
Project Application

FY 2024 Call for Projects
Regional Traffic Signal Synchronization Program

Project P

Supplemental Application

Ball Road-Taft Avenue Traffic Signal Synchronization Project

10/26/2023
Application Deadline

Project Overview

Length of Corridor (mi): 10.1
Number of signals: 37
Total Project Cost: \$1,713,247.50
M2 funds requested: \$1,370,598.00
Total Match: \$342,649.50
Cash Match: \$342,649.50
In-kind Match: \$0.00
Participating Agencies: Anaheim
Orange
Caltrans

Applicant Agency: City of Anaheim

Contact Name: John Thai

Contact Number: (714) 765-5202

Contact Email: jthai@anaheim.net

**Project P Regional Traffic Signal Synchronization Program
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SECTION 1: KEY TECHNICAL INFORMATION

- a. Project **Corridor**
Ball Road - Taft Avenue Regional Traffic Signal Synchronization Project

- b. Project Limits:
from **Knott Avenue** to **Tustin Street**

- c. Project Length (*miles*):
10.1

- d. Number of signalized intersections along the corridor (include all Caltrans intersections):
37 number of signals on project corridor(s) **0** number of offset signals included in this project

- e. Participating agencies / Traffic Forum Members (*including applicant agency*):

<input type="checkbox"/> Aliso Viejo	<input type="checkbox"/> Cypress	<input type="checkbox"/> La Habra	<input type="checkbox"/> Los Alamitos	<input type="checkbox"/> San Juan Capistrano
<input checked="" type="checkbox"/> Anaheim	<input type="checkbox"/> Dana Point	<input type="checkbox"/> La Palma	<input type="checkbox"/> Mission Viejo	<input type="checkbox"/> Santa Ana
<input type="checkbox"/> Brea	<input type="checkbox"/> Fountain Valley	<input type="checkbox"/> Laguna Beach	<input type="checkbox"/> Newport Beach	<input type="checkbox"/> Seal Beach
<input type="checkbox"/> Buena Park	<input type="checkbox"/> Fullerton	<input type="checkbox"/> Laguna Hills	<input checked="" type="checkbox"/> Orange	<input type="checkbox"/> Stanton
<input checked="" type="checkbox"/> Caltrans	<input type="checkbox"/> Garden Grove	<input type="checkbox"/> Laguna Niguel	<input type="checkbox"/> Placentia	<input type="checkbox"/> Tustin
<input type="checkbox"/> Costa Mesa	<input type="checkbox"/> Huntington Beach	<input type="checkbox"/> Laguna Woods	<input type="checkbox"/> Rancho Santa Margarita	<input type="checkbox"/> Villa Park
<input type="checkbox"/> County of Orange	<input type="checkbox"/> Irvine	<input type="checkbox"/> Lake Forest	<input type="checkbox"/> San Clemente	<input type="checkbox"/> Westminster
				<input type="checkbox"/> Yorba Linda

- f. Lead Agency
 Anaheim

- g. Designation of the corridor to synchronize:
 Signal Synchronization Network Corridor / Priority Corridor
 Master Plan of Arterial Highways Corridor

- h. Project Start Date: **September 1, 2024** Project End Date: **August 31, 2027**

- i. Select any that apply:
 Re-timing at least 75% of previous project
 Timing at least 75% of new eligible project
 None
 All participating agencies are participating in the Countywide Baseline Project

- j. Contact Information (Include name, title, agency, phone, email, and address)

John Thai, Principal Traffic Engineer (714) 765-5202 jthai@anaheim.net City of Anaheim 201 S. Anaheim Bl Suite 502 Anaheim CA 92805	Gabrielle Hayes, Senior Civil Engineer (714) 744-5561 ghayes@cityoforange.org City of Orange 300 E Chapman Ave Orange CA 92866
Pauline Nguyen, Branch Chief Traffic Signals/Ramp Metering/Census Caltrans District 12 6681 Marine Way Irvine CA 92618	

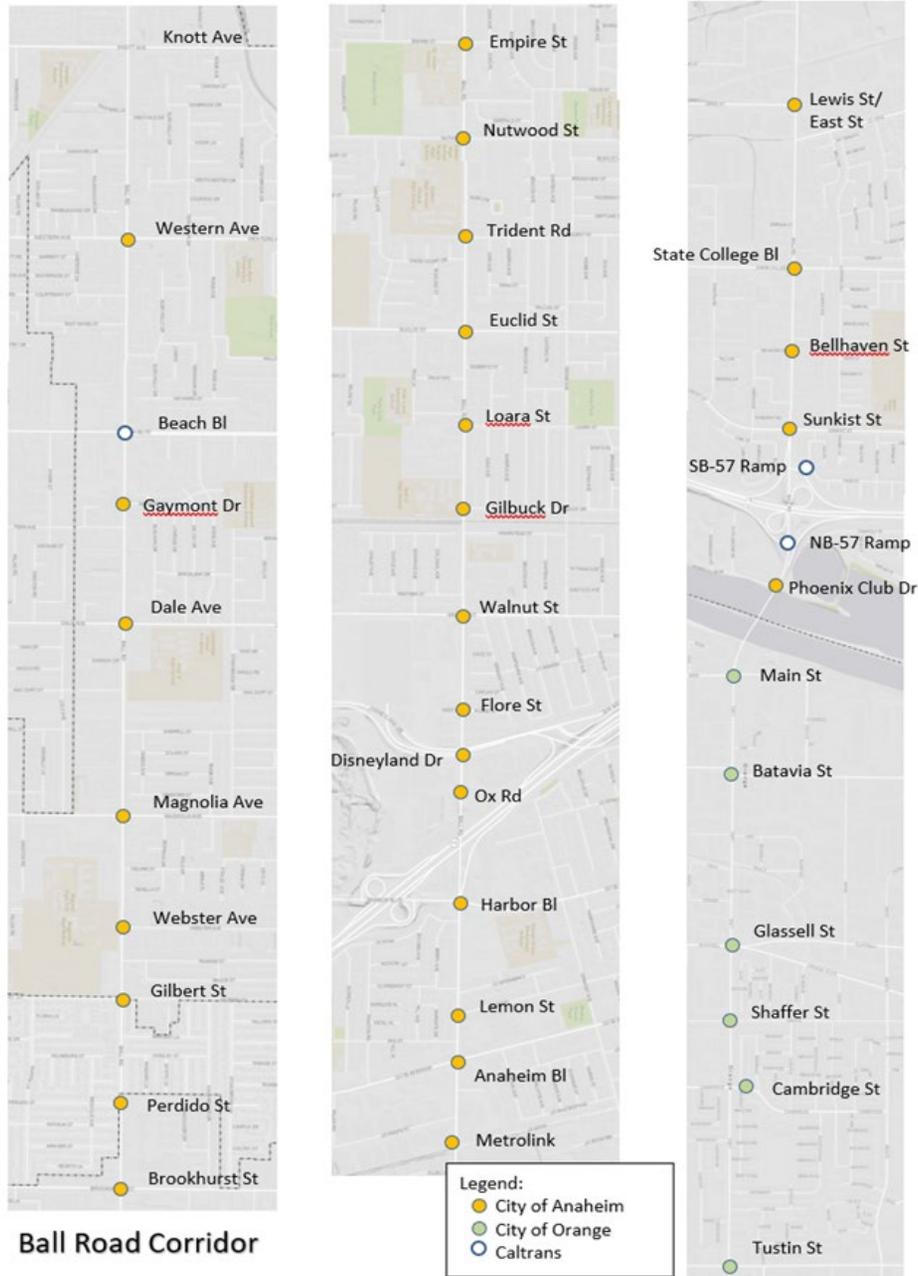
k. Signalized intersections that are part of the project:

	<u>Main Corridor</u>	<u>Cross Street</u>
1	Ball Road	Knott Av
2	Ball Road	Western Av
3	Ball Road	Beach Bl*
4	Ball Road	Gaymont Dr
5	Ball Road	Dale Av
6	Ball Road	Magnolia Av
7	Ball Road	Webster Av (Ped)
8	Ball Road	Gilbert St
9	Ball Road	Perdido St
10	Ball Road	Brookhurst St
11	Ball Road	Empire St
12	Ball Road	Nutwood St
13	Ball Road	Trident Rd
14	Ball Road	Euclid St
15	Ball Road	Loara St
16	Ball Road	Gilbuck Dr
17	Ball Road	Walnut St
18	Ball Road	Flore St
19	Ball Road	Disneyland Dr
20	Ball Road	Ox Rd
21	Ball Road	Harbor Bl
22	Ball Road	Lemon St
23	Ball Road	Anaheim Bl
24	Ball Road	Metrolink
25	Ball Road	Lewis St-East St
26	Ball Road	State College Bl
27	Ball Road	Bellhaven St (Firestation)
28	Ball Road	Sunkist St
29	Ball Road	SB-57 Off Ramp*
30	Ball Road	NB-57 On Ramp*
31	Ball Road	Phoenix Club Dr
32	Ball Road	Main St
33	Ball Road	Batavia St
34	Ball Road	Glassell St
35	Ball Road	Shaffer St
36	Ball Road	Cambridge St
37	Ball Road	Tustin St

Legend

	Anaheim
	Orange
	*Caltrans

m. Project Map Depicting the Project Limits and Offset Signals



SECTION 2: REGIONAL SIGNIFICANCE

Explain why this project is regionally significant:

Ball Road-Taft Avenue is a primary corridor that travels across multi-jurisdictional cities. This corridor was last funded by the M2 RTSSP (Project P) in 2013, over 10 years ago, which upgraded some of the traffic signal infrastructure and communications. For this project, there are 37 signals included along the 10.1 miles of the Ball Road – Taft Avenue corridor. The project starts at Ball Road and Knott Avenue at the City of Anaheim and ends at Ball Road and Tustin Street at the City of Orange. There are 28 intersections within the City of Anaheim and 6 intersections within the City of Orange. Caltrans is a participating agency and has 3 signalized intersections included in this project.

This corridor handles traffic volumes from 14,000 to 52,000 vehicles per day. It has a mixed land use with residential, commercial, and businesses and is a major route for major event generators such as Disney Theme Parks and Honda Center, site of the Anaheim Ducks and volleyball events of the 2028 Olympic Games. Additionally, with the new development, OCVibe, around the Honda Center, traffic delays and vehicle emission will increase in the near future.

There is a need to upgrade the existing signal infrastructure along the corridor to accommodate the new current technologies and new standards.

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS**a. PROJECT TASKS**

- By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to the following tasks:**

Primary Implementation (PI) Phase, lasting approximately one year shall include the following:**Task 1: Project Management - PI Phase**

This task is ongoing throughout the duration of the PI Phase of the project. It includes day-to-day project management, such as meetings, progress reports, tracking of schedules, tracking of cost by agency, invoicing, and overall administration of the PROJECT.

The following list is a minimum of what is required of this task:

- *A running record of project cost broken down by Participating Agency shall be part of this task. This information will be used by the Lead Agency to bill Participating Agencies for their respective project match.*
- *A running record of all scope changes and/or any deviations from the final approved application. This information will be used by the Lead Agency to request for Scope Changes at the Semi-Annual Review (SAR).*

Task 2: Data Collection and Field Review

This task shall include collecting seven-day, 24-hour machine counts, including vehicle and bike classifications, along each 1-mile segment of the corridor(s). The project shall also produce weekday and weekend peak period intersection turning movement (ITM) counts at every signalized intersection, including pedestrian and bicycle counts. ITM counts shall be conducted for two hours of each weekday peak period (AM, mid-day, and PM) and a single four-hour Saturday mid-day peak period. All counts shall be summarized in Microsoft Excel format. All data will adhere to the CTFP Guidelines for data compatibility.

Data collection also includes field review of before and after conditions. The floating car method shall be utilized with software and GPS for the 'Before' Study to fine-tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the time-space diagram so that any anomalies may be corrected prior to the 'After' studies task.

Field review conducted as part of this task will document the existing conditions for all signal timing, infrastructure, and system improvements on the project. This includes pre-construction pictures for comparison during the post-construction walkthrough, should there be any questions or discrepancies noted by any parties. Data Collection and Field Review Memos shall be provided to all participating agencies.

- Check this box to indicate all agencies on this application will opt out of the data collection portion of Task 3 due to participation in the Countywide Baseline Project. A Before/After study is still required. A memorandum shall be submitted to indicate completion of this task.**

Task 3: System Design and Construction

The Lead Agency will hire a consultant(s), licensed contractor(s), and/or use city staff, or extension of staff, to design, procure, install, construct, and implement all desired components of the project as described in this application in accordance with the CTFP Guidelines.

All work and equipment supplied for the project shall comply and be done in accordance with the latest standards and provisions of each Participating Agency or latest approved California Department of Transportation (Caltrans) Standard Plans and Standard Specifications.

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS

As-built plans shall be provided to match the improvements. This task is not complete until all participating agencies approve the improvements implemented in their jurisdiction.

Task 4: Signal Timing Optimization and Implementation

Synchronization will be inter-jurisdictional in nature. All existing traffic patterns, flows, and conditions will be taken into account. At a minimum, synchronized timing plans will be developed for a weekday AM, Mid-day, PM, and a Weekend peak period. Special generators such as schools and businesses along with cross street traffic will be considered as part of the project. Timing plans that will be developed will assist traffic in getting to its destination without regard to physical or jurisdictional boundaries.

The following list is a minimum of what is required of this task:

- *A review of the basic timing parameters*
- *Concept of Operations documenting the recommended coordination strategies (e.g. segments, cycle lengths, etc.) based on existing data collection and simulations*
- *Existing and Optimized simulation networks in Synchro (version 10) that is also shared with OCTA using the OCTA designated ID numbers*
- *Implementation and fine-tuning of proposed timing plans*

This task will not be complete until all participating agencies approve the new timing plans

- Check this box to indicate all agencies on this application will opt out of the Signal Timing Optimization and Implementation task (Task 4) due to participation in the Countywide Baseline Project. The Final PI Report shall still include a section on timing optimization and implementation from the Baseline Project.***

Task 5: Final PI Report

A Final PI Report, with an executive summary, shall provide complete documentation of the project, including, but not limited to:

- *Project scope, objectives, locations, findings, and recommendations*
- *Data collected: counts, travel time studies, and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters*
- *For each intersection: lane configurations, signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods*
- *All work performed for system construction and signal timing optimization*
- *Implementation schedule and improvements accomplished, including dates*
- *Procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system*

The report shall document all planned and programmed improvements on the study corridor as well as recommendations based on PI tasks for further infrastructure improvements that would likely improve the corridor signal coordination project results. The report shall be completed in accordance with the current CTFP Guidelines.

Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements should be useful in determining future enhancements to the corridor.

A Project Summary Sheet, one sheet front and back, that describes the project and improvements gained shall be provided to OCTA. This sheet will be used by OCTA and Participating Agencies to present to the Board and elected officials.

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS

- By checking this box, the following additional PI task(s) and/or exceptions will be made:**
There are three (3) Caltrans intersections within City of Anaheim city limits in the project. If these three Caltrans intersections are not included in OCTA's Baseline Signal Coordination Project, then the City, as part of this project, will perform all required counts at these locations and Anaheim staff coordinate these three locations with OCTA's project upon receipt of the signal coordination model. In addition, Anaheim will enter into a Coop Agreement with Caltrans and bear the cost of Caltrans encroachment permit fees, if any.

ONGOING OPERATIONS AND MAINTENANCE (O&M) PHASE, lasting approximately two (2) years, shall include the following:

Task 6: Project Management - O&M Phase

This task includes day-to-day project management, such as meetings, tracking of schedules, invoicing, and overall administration of the project. This task shall continue in full force as specified in the Primary Implementation Phase.

Task 7: Continuing Support

During this 24-month period, the signal timing along the corridor/route/grid shall be observed and fine-tuned. This task shall also include the monitoring, maintaining, and repair of detection and communication implemented as part of this project. Monthly drives shall be conducted along the length of the project during all designated corridor synchronization timing plan hours of operation in order to verify that the synchronization timing is working as designed and complete any necessary adjustments. This is followed by a monthly memorandum summarizing the status and trends of the corridor based on the runs conducted. Trip logs for the month shall be provided to the Participating Agencies. The memorandum shall include all additional tasks requested and completed during that month. Performance metrics comparisons from ATSPM, where available, shall also be included in the memorandum.

Task 8: Final O&M Report

At the end of the O&M Phase, a Final O&M Report documenting the Ongoing Operations and Maintenance efforts and procedures for continuing maintenance shall be prepared. At the minimum, the memorandum shall include when travel runs were conducted and issues and solutions throughout the phase. The memorandum shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results.

- By checking this box, the following additional O&M task(s) and/or exceptions will be made:**
In addition, the City will also conduct signal timing runs in the O&M phase at the three Caltrans intersections for the two year O&M period and include the results in the O&M Final Report.

b. ENVIRONMENTAL CLEARANCE AND OTHER PERMITS

- By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to obtain environmental clearance and other permits (if needed) for this project

c. ACKNOWLEDGMENT OF MEETING CTFP GUIDELINES

- By checking this box, the Applicant Agency, on behalf of all the participating agencies, certify that all current CTFP guidelines were met for this project.

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK

a. Summary of Project Cost

Project Tasks	Total Cost
Task 1: Project Management - PI Phase	\$ 92,500.00
Task 2: Data Collection	\$ 37,000.00
Task 3: System Design and Construction	\$ 1,400,047.50
Task 4: Signal Timing Optimization and Implementation	\$ 13,500.00
Task 5: Project Report	\$ 37,000.00
Task 6: Project Management - O&M Phase	\$ 18,500.00
Task 7: Continuing Support	\$ 103,600.00
Task 8: Final Technical Memorandum	\$ 11,100.00
Total Project Cost:	\$ 1,713,247.50

Match Commitment: (minimum 20%)

Total Project Cost (PI and O&M for a total of 3 years):

	Project Total
<i>Total M2 Request:</i>	\$ 1,370,598.00
<i>Total Agency Match:</i>	\$ 342,649.50
Total Project Cost:	\$ 1,713,247.50

	PI Total
<i>Total M2 Request for PI Phase:</i>	\$ 1,264,038.00
<i>Total Agency Match for PI Phase:</i>	\$ 316,009.50
Total PI Cost:	\$ 1,580,047.50

	O&M Total
<i>Total M2 Request for O&M Phase:</i>	\$ 106,560.00
<i>Total Agency Match for O&M Phase:</i>	\$ 26,640.00
Total O&M Cost:	\$ 133,200.00

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK

b. Summary of Cost by Agency

Anaheim

	Agency	Caltrans	Offset	Total	
Number of Signals:	28		0	28	
Project Tasks (Anaheim)				Cost / Int	Total Cost
Task 1: Project Management - PI Phase				\$ 2,500.00	\$ 70,000.00
Task 2: Data Collection				\$ 1,000.00	\$ 28,000.00
Task 3: System Design and Construction				-	\$ 1,400,047.50
Task 4: Signal Timing Optimization and Implementation				\$ -	\$ -
Task 5: Project Report				\$ 1,000.00	\$ 28,000.00
Task 6: Project Management - O&M Phase				\$ 500.00	\$ 14,000.00
Task 7: Continuing Support				\$ 2,800.00	\$ 78,400.00
Task 8: Final Technical Memorandum				\$ 300.00	\$ 8,400.00
	M2 Requested		Match	Total Cost	
PI	\$	1,220,838.00	\$ 305,209.50	\$	1,526,047.50
O&M	\$	80,640.00	\$ 20,160.00	\$	100,800.00

15%PI \$ 228,907.13

Orange

	Agency	Caltrans	Offset	Total	
Number of Signals:	6	0	0	6	
Project Tasks (Orange)				Cost / Int	Total Cost
Task 1: Project Management - PI Phase				\$ 2,500.00	\$ 15,000.00
Task 2: Data Collection				\$ 1,000.00	\$ 6,000.00
Task 3: System Design and Construction				-	\$ -
Task 4: Signal Timing Optimization and Implementation				\$ -	\$ -
Task 5: Project Report				\$ 1,000.00	\$ 6,000.00
Task 6: Project Management - O&M Phase				\$ 500.00	\$ 3,000.00
Task 7: Continuing Support				\$ 2,800.00	\$ 16,800.00
Task 8: Final Technical Memorandum				\$ 300.00	\$ 1,800.00
	M2 Requested		Match	Total Cost	
PI	\$	21,600.00	\$ 5,400.00	\$	27,000.00
O&M	\$	17,280.00	\$ 4,320.00	\$	21,600.00

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK

c. Summary of Intersection Improvement Costs

LOC.	AGENCY	PROJECT CROSS STREETS	TASK 3 IMPROVEMENT TOTALS			
			Design	Construction	TOTAL	Average Score
1	Anaheim	Knott Av	\$ -	\$ 75,900.00	\$ 75,900.00	30.3
2	Anaheim	Western Av	\$ 2,900.00	\$ 87,575.00	\$ 90,475.00	28.2
3	Anaheim	Beach Bl*	\$ -	\$ 3,162.50	\$ 3,162.50	50.0
4	Anaheim	Gaymont Dr	\$ -	\$ 13,915.00	\$ 13,915.00	25.5
5	Anaheim	Dale Av	\$ -	\$ 44,275.00	\$ 44,275.00	27.0
6	Anaheim	Magnolia Av	\$ -	\$ 45,540.00	\$ 45,540.00	30.3
7	Anaheim	Webster Av (Ped)	\$ -	\$ 7,590.00	\$ 7,590.00	50.0
8	Anaheim	Gilbert St	\$ 500.00	\$ 56,975.00	\$ 57,475.00	27.8
9	Anaheim	Perdido St	\$ -	\$ 13,915.00	\$ 13,915.00	25.5
10	Anaheim	Brookhurst St	\$ -	\$ 45,540.00	\$ 45,540.00	30.3
11	Anaheim	Empire St	\$ -	\$ 44,275.00	\$ 44,275.00	27.0
12	Anaheim	Nutwood St	\$ -	\$ 44,275.00	\$ 44,275.00	27.0
13	Anaheim	Trident Rd	\$ 2,400.00	\$ 44,515.00	\$ 46,915.00	27.0
14	Anaheim	Euclid St	\$ 500.00	\$ 58,240.00	\$ 58,740.00	30.3
15	Anaheim	Loara St	\$ 2,400.00	\$ 74,875.00	\$ 77,275.00	27.8
16	Anaheim	Gilbuck Dr	\$ 2,400.00	\$ 74,875.00	\$ 77,275.00	27.8
17	Anaheim	Walnut St	\$ -	\$ 13,915.00	\$ 13,915.00	25.5
18	Anaheim	Flore St	\$ -	\$ 45,540.00	\$ 45,540.00	30.3
19	Anaheim	Disneyland Dr	\$ -	\$ 45,540.00	\$ 45,540.00	30.3
20	Anaheim	Ox Rd	\$ -	\$ 45,540.00	\$ 45,540.00	30.3
21	Anaheim	Harbor Bl	\$ 500.00	\$ 58,240.00	\$ 58,740.00	30.3
22	Anaheim	Lemon St	\$ 2,400.00	\$ 74,875.00	\$ 77,275.00	27.8
23	Anaheim	Anaheim Bl	\$ 500.00	\$ 26,615.00	\$ 27,115.00	27.0
24	Anaheim	Metrolink	\$ 2,400.00	\$ 38,190.00	\$ 40,590.00	40.0
25	Anaheim	Lewis St-East St	\$ -	\$ 13,915.00	\$ 13,915.00	25.5
26	Anaheim	State College Bl	\$ 2,400.00	\$ 69,815.00	\$ 72,215.00	40.0
27	Anaheim	Bellhaven St (Firestation)	\$ 2,400.00	\$ 38,190.00	\$ 40,590.00	40.0
28	Anaheim	Sunkist St	\$ 500.00	\$ 58,240.00	\$ 58,740.00	30.3
29	Anaheim	SB-57 Off Ramp*	\$ -	\$ 2,500.00	\$ 2,500.00	50.0
30	Anaheim	NB-57 On Ramp*	\$ -	\$ 2,500.00	\$ 2,500.00	50.0
31	Anaheim	Phoenix Club Dr	\$ -	\$ 13,915.00	\$ 13,915.00	25.5
32	Orange	Main St	\$ 10,980.00	\$ 139,995.00	\$ 150,975.00	40.0
33	Orange	Batavia St	\$ 11,880.00	\$ 151,470.00	\$ 163,350.00	40.0
34	Orange	Glassell St	\$ 1,880.00	\$ 23,970.00	\$ 25,850.00	50.0
35	Orange	Shaffer St	\$ 4,000.00	\$ 51,000.00	\$ 55,000.00	30.0
36	Orange	Cambridge St	\$ 2,580.00	\$ 32,895.00	\$ 35,475.00	28.3
37	Orange	Tustin St	\$ 6,280.00	\$ 80,070.00	\$ 86,350.00	40.0
49	0		\$ -	\$ -	\$ -	
50	0		\$ -	\$ -	\$ -	
-	Anaheim	TMC Improvements	\$ -	\$ 94,875.00	\$ 94,875.00	40.0
-	0	TMC Improvements	\$ -	\$ -	\$ -	
-	0	TMC Improvements	\$ -	\$ -	\$ -	
-	0	TMC Improvements	\$ -	\$ -	\$ -	
SIGNAL IMPROVEMENT TOTAL =					\$ 1,917,047.50	33.2

SECTION 5: DETAILED LOCAL MATCH COMMITMENT

PART 1: AGENCY TOTAL MATCH SUMMARY

Agency	CASH		IN-KIND		TOTAL MATCH	
	PI	OMM	PI	OMM	PI	OMM
Anaheim	\$305,209.50	\$20,160.00			\$305,209.50	\$20,160.00
	\$325,369.50		\$0.00		\$325,369.50	
Orange	\$5,400.00	\$4,320.00			\$5,400.00	\$4,320.00
	\$9,720.00		\$0.00		\$9,720.00	
Caltrans	\$5,400.00	\$2,160.00			\$5,400.00	\$2,160.00
	\$7,560.00		\$0.00		\$7,560.00	
0	\$0.00	\$0.00			\$0.00	\$0.00
	\$0.00		\$0.00		\$0.00	
0	\$0.00	\$0.00			\$0.00	\$0.00
	\$0.00		\$0.00		\$0.00	
0	\$0.00	\$0.00			\$0.00	\$0.00
	\$0.00		\$0.00		\$0.00	
TOTAL MATCH	\$316,009.50	\$26,640.00	\$0.00	\$0.00	\$316,009.50	\$26,640.00
	\$342,649.50		\$0.00		\$342,649.50	

PART 2: MATCH BREAKDOWN (CASH vs IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
Anaheim	Gas Tax, Traffic Impact Fees	\$325,369.50
Orange	Gas Tax, M2 Fair Share	\$9,720.00
TOTAL CASH MATCH:		\$342,649.50

B. In-Kind Services

i. *Specific Improvements (List items and Cost):*

Agency	Description	Expenditure
	None	
Total Specific Improvements (i):		\$0.00

ii. *Staffing Commitment:*

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
Select a City	None				\$0.00
					\$0.00
					\$0.00
					\$0.00
<i>Total for City of Select a City:</i>					\$0.00
Total Staffing Commitment (ii):					\$0.00
TOTAL IN-KIND MATCH* (i + ii):					\$0.00

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate shall be included with the in-kind report submittals. Records will be subject to auditing. In-kind match can be converted to Cash Match, but Cash Match cannot be converted to in-kind match.

SECTION 6: PROJECT SCHEDULE BY TASK

a. Projected Start and End Dates:

Project start date: September 1, 2024

Project end date: August 31, 2027

b. Projected Schedule by Task

Task	Starting Date	Ending Date
Task 1: Project Management - PI Phase	September 1, 2024	August 31, 2025
Task 2: Data Collection	October 1, 2024	May 31, 2025
Task 3: System Design and Construction	October 1, 2024	May 31, 2025
Task 4: Signal Timing Optimization and Implementation	<i>10/1/2024 (based on Countywide Baseline Project)</i>	<i>5/31/2025 (based on Countywide Baseline Project)</i>
Task 5: Project Report	June 1, 2025	June 30, 2025
Task 6: Project Management - O&M Phase	July 1, 2025	June 30, 2027
Task 7: Continuing Support	July 1, 2025	June 30, 2027
Task 8: Final Technical Memorandum	August 1, 2027	August 31, 2027

- By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to implement this project within 12 months. ***(This means the project will be ineligible for delays and timely use funds extensions. This is not applicable to projects requesting OCTA to lead and Baseline Project participants.)***

Appendix A

CALCULATIONS AND ESTIMATED POINTS

APPENDIX A: CALCULATIONS AND ESTIMATED POINTS

Criteria (Max Points)	Estimated Points
<p>1. Transportation Significance (25 points)</p> <p><u>Yes.</u> All agencies are participating in the Countywide Baseline Project</p> <p>Inclusion of offset signals w/in 2,700'</p> <p><u># of offset signals on project / total # of offset signals:</u> <u>0</u> / <u>0</u> = <u>100.0%</u></p> <p style="text-align: right;">= 10</p> <p style="text-align: right;"><u>Vehicle Miles Traveled (VMT):</u> <u>376.682</u> = 15</p>	25
<p>2. Economic Effectiveness (Cost to Benefit Ratio): (10 points)</p> <p>Calculation for Total Project Cost / VMT = <u>\$1,713,248</u> / <u>376,682</u> = <u>4.55</u></p>	9
<p>3. Project Characteristics: (20 points)</p> <p style="text-align: right;"><u>Average project improvement score</u> = <u>33.2</u></p>	10
<p>4. Project Scale: (20 points)</p> <p style="text-align: right;"><u># of signals along entire length of corridor:</u> <u>37</u> = 6</p> <p style="text-align: right;"><u># of signals being synched / total # of corridor signals:</u> <u>37</u> / <u>46</u> = <u>80.4%</u></p> <p style="text-align: right;">= 8</p>	14
<p>5. Number of Jurisdictions: (10 points)</p> <p style="text-align: center;"><u>3</u> Participating Jurisdiction(s)</p>	6
<p>6. Current Project Status (10 points)</p> <p style="text-align: right;"><u>Yes.</u> Retiming 75% of previous project = 5</p> <p style="text-align: right;"><u>Not</u> Timing 75% of new eligible project = 0</p> <p style="text-align: right;"><u>Not</u> Implementing within 12 months = 0</p>	5
<p>7. Funding Match: (5 points)</p> <p style="text-align: right;"><u>\$342,649.50</u> / <u>\$1,713,247.50</u> = <u>20.00%</u></p>	0
Total Estimated Points:	69

Appendix B

AGENCY IMPROVEMENT CALCULATIONS

Is this a timing-only project (no improvements)? Has improvements

Yes No

TABLE I: AGENCY IMPROVEMENT PREFERENCES

CATEGORIES	ID	ITEM DESCRIPTION	UNIT PRICE (MATERIAL + LABOR)		APPLICABLE DESIGN COST PER UNIT		VENDOR/BRAND & ADDITIONAL NOTES	
			Anaheim	Orange	Anaheim	Orange	Anaheim	Orange
Comm	1	Above ground (e.g. wireless, cellular, etc.)		\$18,800		\$1,880		Encom Radio, Fiber Switch & power supply, SFPs
	2	Fiber Optic underground				\$0		
	3	All other (e.g. copper, aerial fiber, GPS, etc.)	\$5,000	\$6,800		\$680	Ethernet Switch, SFPs, FDU, Fiber Patch Panels	Fiber Switch & power supply, SFPs, Fiber Patch Panel
Field Elements	4	ATC signal controller	\$6,000	\$7,000	\$0	\$700	Econolite 2070 w/EOS software	Econolite Cobalt w/ ASC3
	5	Signal cabinet on existing foundation	\$24,000	\$40,000	\$2,400	\$4,000	Western Systems Type P+	Use existing foundation as is, Econolite TS Type II P Cabinet, reuse existing SCE service
	10	CCTV	\$10,000	\$12,000	\$500	\$1,200	Axis	
	13	Vehicle detection + bicycle detection	\$24,000		\$0		Econolite	
	14	Vehicle detection		\$44,000		\$4,400		Gridsmart w/ mounting brackets
	16	Pedestrian detection (audible)					Polara APS	
	20	EVP (hybrid or GPS)	\$12,000	\$9,000	\$0	\$900	DDL	Opticom GTT GPS
	24	Signal Performance Monitoring	\$25,000				no traffic or equivalent	
TMC/TOC	27	Central System (server, licenses, workstations)	\$75,000				Server modules and addtl licenses to support SPMs from field devices. The number is a NTE estimate.	
Caltrans	34	Caltrans Cooperative Agreement	\$2,500					

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

LOCATION	IMPLEMENTING AGENCY	PROJECT CROSS STREETS	DESCRIPTION OF WORK												
			Above ground (e.g. wireless, cellular, etc.)	Fiber Optic underground	All other (e.g. copper, aerial fiber, GPS, etc.)	ATC signal controller	Signal cabinet on existing foundation	CCTV	Vehicle detection + bicycle detection	Vehicle detection	Pedestrian detection (audible)	EVP (hybrid or GPS)	Signal Performance Monitoring	Central System (server, licenses, workstations)	Caltrans Cooperative Agreement
			1	2	3	4	5	10	13	14	16	20	24	27	34
1	Anaheim	Knott Av			1	1			1				1		
2	Anaheim	Western Av			1	1	1	1	1						
3	Anaheim	Beach Bl*													1
4	Anaheim	Gaymont Dr			1	1									
5	Anaheim	Dale Av			1	1			1						
6	Anaheim	Magnolia Av			1	1							1		
7	Anaheim	Webster Av (Ped)				1									
8	Anaheim	Gilbert St			1	1		1	1						
9	Anaheim	Perdido St			1	1									
10	Anaheim	Brookhurst St			1	1							1		
11	Anaheim	Empire St			1	1			1						
12	Anaheim	Nutwood St			1	1			1						
13	Anaheim	Trident Rd			1	1	1								
14	Anaheim	Euclid St			1	1		1					1		
15	Anaheim	Loara St			1	1	1		1						
16	Anaheim	Gilbuck Dr			1	1	1		1						
17	Anaheim	Walnut St			1	1									
18	Anaheim	Flore St			1	1							1		
19	Anaheim	Disneyland Dr			1	1							1		
20	Anaheim	Ox Rd			1	1							1		
21	Anaheim	Harbor Bl			1	1		1					1		
22	Anaheim	Lemon St			1	1	1		1						
23	Anaheim	Anaheim Bl			1	1		1							
24	Anaheim	Metrolink				1	1								
25	Anaheim	Lewis St-East St			1	1									
26	Anaheim	State College Bl				1	1						1		
27	Anaheim	Bellhaven St (Firestation)				1	1								
28	Anaheim	Sunkist St			1	1		1					1		
29	Anaheim	SB-57 Off Ramp*													1
30	Anaheim	NB-57 On Ramp*													1
31	Anaheim	Phoenix Club Dr			1	1									
32	Orange	Main St	1			1	1			1					
33	Orange	Batavia St	1			1	1			1		1			
34	Orange	Glassell St	1												
35	Orange	Shaffer St					1								
36	Orange	Cambridge St			1	1		1							
37	Orange	Tustin St	1							1					
-	Anaheim	TMC Improvements												1	
QUANTITY TOTAL =			4	0	25	31	11	7	9	3	0	1	10	1	3

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

LOCATION	IMPLEMENTING AGENCY	PROJECT CROSS STREETS	SIGNAL IMPROVEMENT COSTS					NOTES	
			Design	Construction	Construction Management & Inspection	Contingency	TOTAL		
					15%	10%			
1	Anaheim	Knott Av	\$ -	\$ 60,000.00	\$ 9,000.00	\$ 6,900.00	\$ 75,900.00		
2	Anaheim	Western Av	\$ 2,900.00	\$ 69,000.00	\$ 10,350.00	\$ 8,225.00	\$ 90,475.00		
3	Anaheim	Beach Bl*	\$ -	\$ 2,500.00	\$ 375.00	\$ 287.50	\$ 3,162.50		
4	Anaheim	Gaymont Dr	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 1,265.00	\$ 13,915.00		
5	Anaheim	Dale Av	\$ -	\$ 35,000.00	\$ 5,250.00	\$ 4,025.00	\$ 44,275.00		
6	Anaheim	Magnolia Av	\$ -	\$ 36,000.00	\$ 5,400.00	\$ 4,140.00	\$ 45,540.00		
7	Anaheim	Webster Av (Ped)	\$ -	\$ 6,000.00	\$ 900.00	\$ 690.00	\$ 7,590.00		
8	Anaheim	Gilbert St	\$ 500.00	\$ 45,000.00	\$ 6,750.00	\$ 5,225.00	\$ 57,475.00		
9	Anaheim	Perdido St	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 1,265.00	\$ 13,915.00		
10	Anaheim	Brookhurst St	\$ -	\$ 36,000.00	\$ 5,400.00	\$ 4,140.00	\$ 45,540.00		
11	Anaheim	Empire St	\$ -	\$ 35,000.00	\$ 5,250.00	\$ 4,025.00	\$ 44,275.00		
12	Anaheim	Nutwood St	\$ -	\$ 35,000.00	\$ 5,250.00	\$ 4,025.00	\$ 44,275.00		
13	Anaheim	Trident Rd	\$ 2,400.00	\$ 35,000.00	\$ 5,250.00	\$ 4,265.00	\$ 46,915.00		
14	Anaheim	Euclid St	\$ 500.00	\$ 46,000.00	\$ 6,900.00	\$ 5,340.00	\$ 58,740.00		
15	Anaheim	Loara St	\$ 2,400.00	\$ 59,000.00	\$ 8,850.00	\$ 7,025.00	\$ 77,275.00		
16	Anaheim	Gilbuck Dr	\$ 2,400.00	\$ 59,000.00	\$ 8,850.00	\$ 7,025.00	\$ 77,275.00		
17	Anaheim	Walnut St	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 1,265.00	\$ 13,915.00		
18	Anaheim	Flore St	\$ -	\$ 36,000.00	\$ 5,400.00	\$ 4,140.00	\$ 45,540.00		
19	Anaheim	Disneyland Dr	\$ -	\$ 36,000.00	\$ 5,400.00	\$ 4,140.00	\$ 45,540.00		
20	Anaheim	Ox Rd	\$ -	\$ 36,000.00	\$ 5,400.00	\$ 4,140.00	\$ 45,540.00		
21	Anaheim	Harbor Bl	\$ 500.00	\$ 46,000.00	\$ 6,900.00	\$ 5,340.00	\$ 58,740.00		
22	Anaheim	Lemon St	\$ 2,400.00	\$ 59,000.00	\$ 8,850.00	\$ 7,025.00	\$ 77,275.00		
23	Anaheim	Anaheim Bl	\$ 500.00	\$ 21,000.00	\$ 3,150.00	\$ 2,465.00	\$ 27,115.00		
24	Anaheim	Metrolink	\$ 2,400.00	\$ 30,000.00	\$ 4,500.00	\$ 3,690.00	\$ 40,590.00		
25	Anaheim	Lewis St-East St	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 1,265.00	\$ 13,915.00		
26	Anaheim	State College Bl	\$ 2,400.00	\$ 55,000.00	\$ 8,250.00	\$ 6,565.00	\$ 72,215.00		
27	Anaheim	Bellhaven St (Firestation)	\$ 2,400.00	\$ 30,000.00	\$ 4,500.00	\$ 3,690.00	\$ 40,590.00		
28	Anaheim	Sunkist St	\$ 500.00	\$ 46,000.00	\$ 6,900.00	\$ 5,340.00	\$ 58,740.00		
29	Anaheim	SB-57 Off Ramp*	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00		
30	Anaheim	NB-57 On Ramp*	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00		
31	Anaheim	Phoenix Club Dr	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 1,265.00	\$ 13,915.00		
32	Orange	Main St	\$ 10,980.00	\$ 109,800.00	\$ 16,470.00	\$ 13,725.00	\$ 150,975.00		
33	Orange	Batavia St	\$ 11,880.00	\$ 118,800.00	\$ 17,820.00	\$ 14,850.00	\$ 163,350.00		
34	Orange	Glassell St	\$ 1,880.00	\$ 18,800.00	\$ 2,820.00	\$ 2,350.00	\$ 25,850.00		
35	Orange	Shaffer St	\$ 4,000.00	\$ 40,000.00	\$ 6,000.00	\$ 5,000.00	\$ 55,000.00		
36	Orange	Cambridge St	\$ 2,580.00	\$ 25,800.00	\$ 3,870.00	\$ 3,225.00	\$ 35,475.00		
37	Orange	Tustin St	\$ 6,280.00	\$ 62,800.00	\$ 9,420.00	\$ 7,850.00	\$ 86,350.00		
-	Anaheim	TMC Improvements	\$ -	\$ 75,000.00	\$ 11,250.00	\$ 8,625.00	\$ 94,875.00		
QUANTITY TOTAL =			SIGNAL IMPROVEMENT TOTAL =					\$ 1,917,047.50	

Appendix C

APPENDIX C: VEHICLE MILES TRAVELED (VMT)

	Segment	ADTs	Distance	VMT
	West City Limit - Brookhurst St	28,969	2.98	86,260
	Brookhurst St - Harbor Bl	44,574	2.51	112,001
	Harbor Bl - Phoenix Club Dr	52,384	2.50	130,960
	Phoenix Club Dr - Main St	34,100	0.30	10,256
	Main St - Batavia St	28,900	0.29	8,489
	Batavia St - Glassell St	26,000	0.53	13,788
	Glassell St - Cambridge St	14,300	0.44	6,256
	Cambridge St - Tustin St	15,900	0.55	8,673
Total Project VMT:			10.10	376,682

Source:
See Attached Counts.

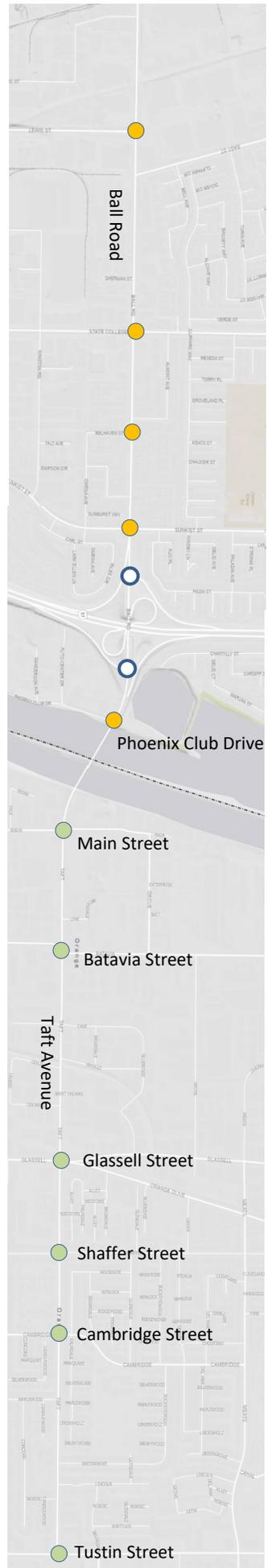
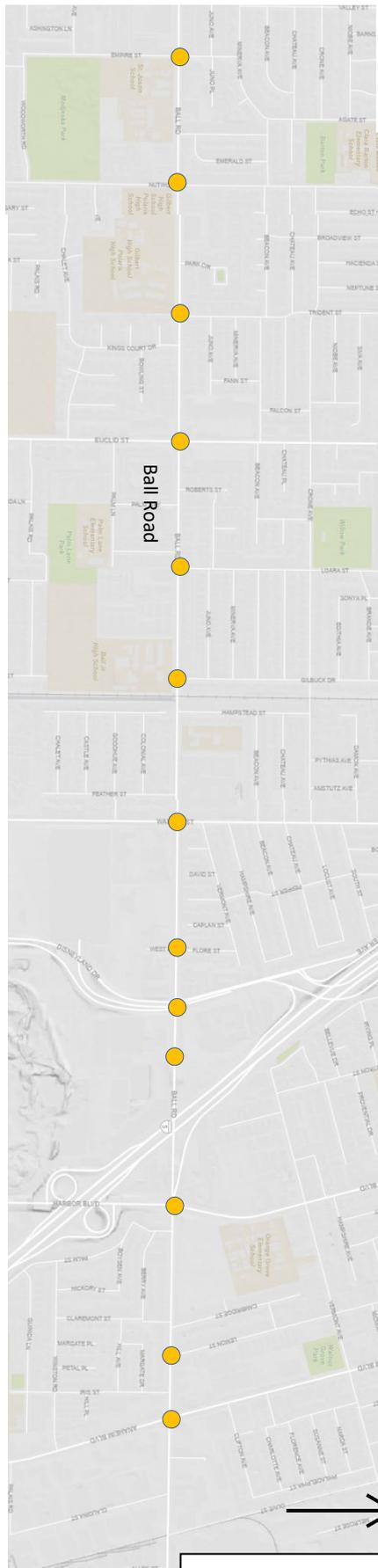
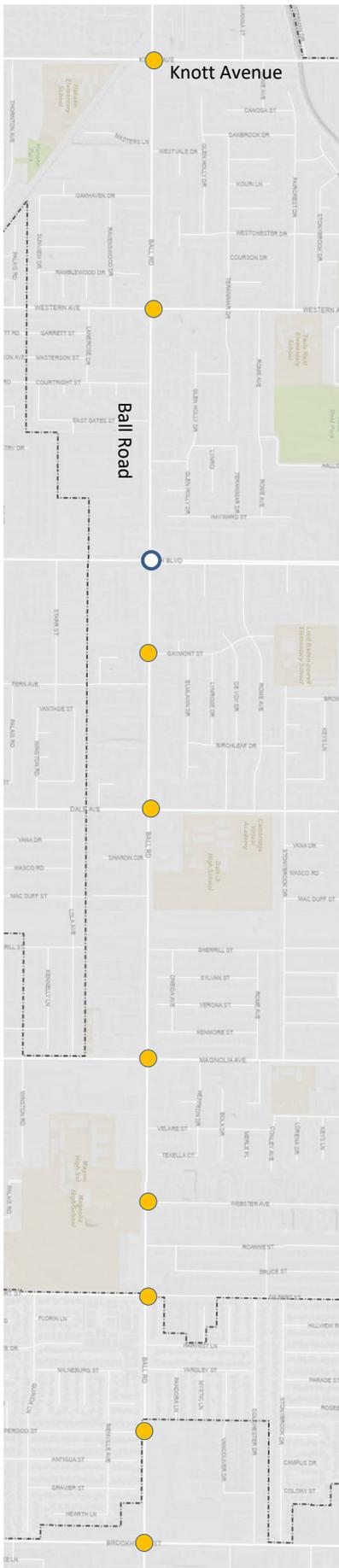
Appendix D

AGENCY RESOLUTIONS AND LETTERS OF SUPPORT

Appendix E

ADDITIONAL INFORMATION

ELIGIBLE IMPROVEMENTS	SCORE BASED ON STATUS	
Signal Timing (No Capital)	Online	Offline
Timing Only	50	30
Timing + Traffic Responsive (license only)	50	15
Timing + Peer-to-Peer (configuration only)	50	40
Timing + Traffic Adaptive (license only)	40	1
Signal Communication	No Time Source	Time Source
Above ground (e.g. wireless, cellular, etc.)	50	30
Fiber Optic underground	25	15
All other (e.g. copper, aerial fiber, GPS, etc.)	5	1
Field Elements	None/5+ Years	Within 5 Years
ATC signal controller	50	10
Signal cabinet on existing foundation	30	10
Signal cabinet on new foundation	15	5
BBS/USP (attached)	20	10
BBS/UPS on existing foundation	10	5
BBS/UPS on new foundation	5	1
CCTV	30	10
Vehicle detection (ATSPM inputs + counts)	50	30
Vehicle detection (ATSPM inputs)	40	20
Vehicle detection + bicycle detection	30	15
Vehicle detection	30	15
Bicycle detection	30	15
Pedestrian detection (audible)	50	30
Pedestrian detection	30	15
Active transportation/pedestrian safety	50	30
Transit Signal Priority	50	25
EVP (hybrid or GPS)	40	10
EVP (infrared)	30	10
Speed feedback signs (existing post)	40	10
Speed feedback signs (new post)	20	10
Signal Performance Monitoring	40	10
Minor Signal Operational Improvements	None/5+ Years	Within 5 Years
Channelization	40	20
Signal phasing improvement	50	25
TMC/TOC	None/10+ Years	Within 10 Years
Central System (server, licenses, workstations)	40	20
Display (video wall, VMS, etc.)	30	10
UPS for TMC	20	5
Caltrans Participation	With Coop	Without Coop
Caltrans Cooperative Agreement	50	25



Legend:

- City of Anaheim
- City of Orange
- Caltrans

**Map of Ball Road/Taft Avenue
Regional Traffic Signal
Synchronization Program Corridor**



Agenda Item

City Council

Item #: 3.6.

8/26/2025

File #: 25-0489

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 the Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation Project; authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption.

2. SUMMARY

Plans and specifications for the Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation project have been completed, and the project is ready to be advertised for bids. The total estimated construction cost, including contingencies and construction engineering is \$552,668.

3. RECOMMENDED ACTION

1. Approve the plans and specifications and authorize advertising for Bid No. 25-26.01; Main Street and Providence Avenue Sewer Improvements and Tustin Street Storm Drain Rehabilitation Project (SP-4307).
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

None

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City of Orange prepared an update to the Sewer Collection System Master Plan in 2012 as a planning tool to mitigate potential cumulative impacts to the sewer collection system from the City's 2010 General Plan. The Sewer Master Plan (SMP) identifies projects that replace aging and structurally deficient sewer infrastructure and enhance pipeline capacity. In addition to the SMP, the Public Works Engineering Division coordinates with the Public Works Field Services Division to ensure that field observations of sewer repair hotspots and localized failures are identified and addressed as part of the Capital Improvement Program. The identified locations are either structurally deficient sewer mains or locations that require a higher than normal level of maintenance, generally due to offset joints, tree roots, broken sections, or being undersized.

Public Works will be replacing approximately 320 linear feet of existing six-inch sewer pipe with 10-inch pipe on Main Street and Providence Avenue and constructing approximately 40 linear feet of new 10-inch sewer pipe and a new manhole on Main Street. Additionally, the scope of work would also include reconnecting all impacted service laterals.

In addition to the sewer improvements, this project will also rehabilitate an existing 50"x31" Corrugated Metal Pipe (CMP) Storm Drain crossing Tustin Street, north of Katella Avenue. The rehabilitation is needed to fix damage within the existing storm drain pipe.

Public Works has prepared plans and specifications to fix these issues and is ready to advertise for bids. The total estimated construction cost, including 15% for contingencies and construction engineering, is \$552,668. Construction is scheduled to begin in October 2025 and is expected to be completed within 30 calendar days.

Plans and specifications 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(c) - Existing Facilities) because the project involves the repair and maintenance of existing facilities with no expansion of existing use. No public review is required.

8. ATTACHMENTS

- Location Map



Agenda Item

City Council

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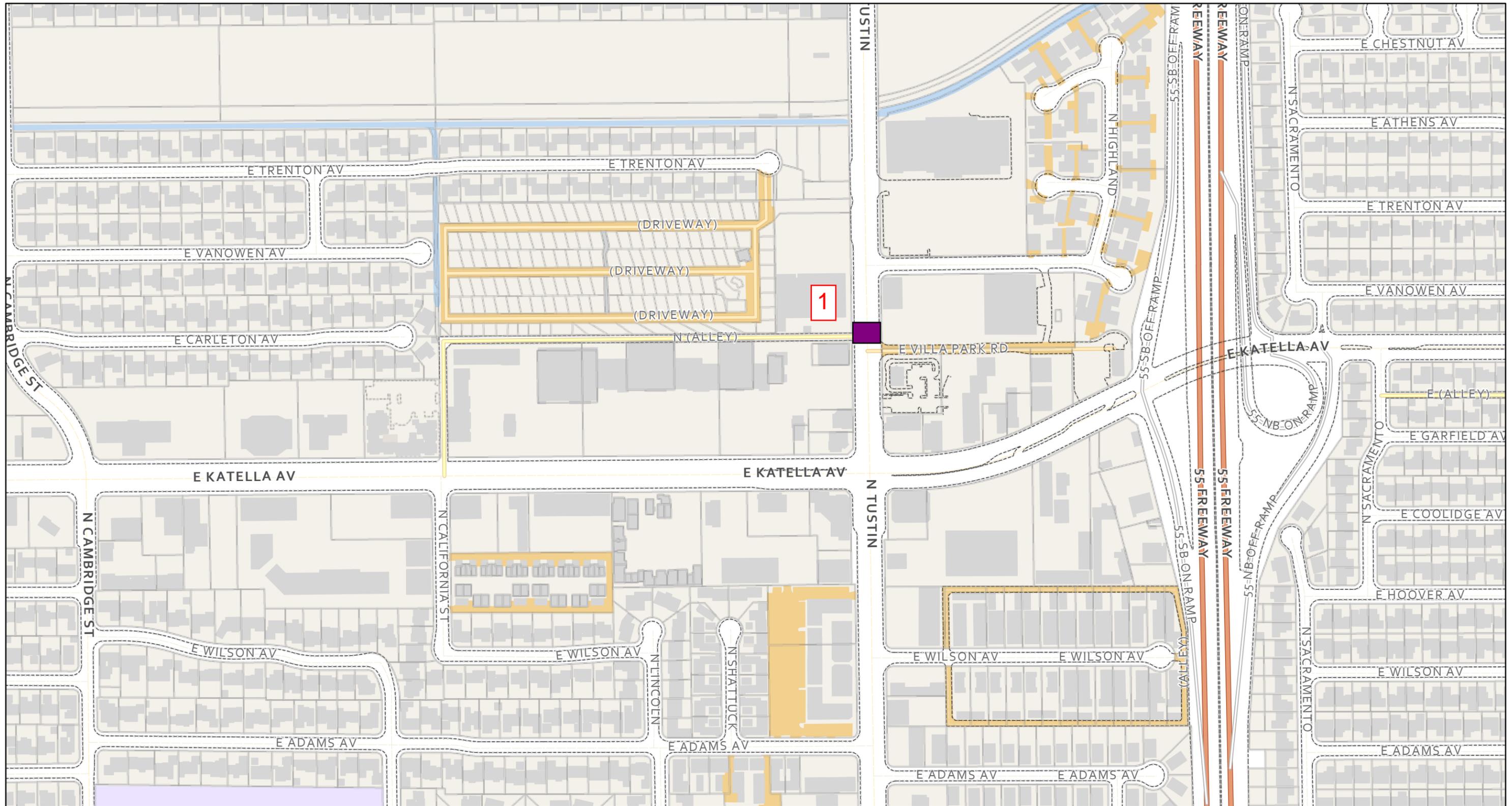
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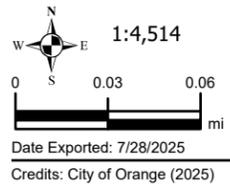
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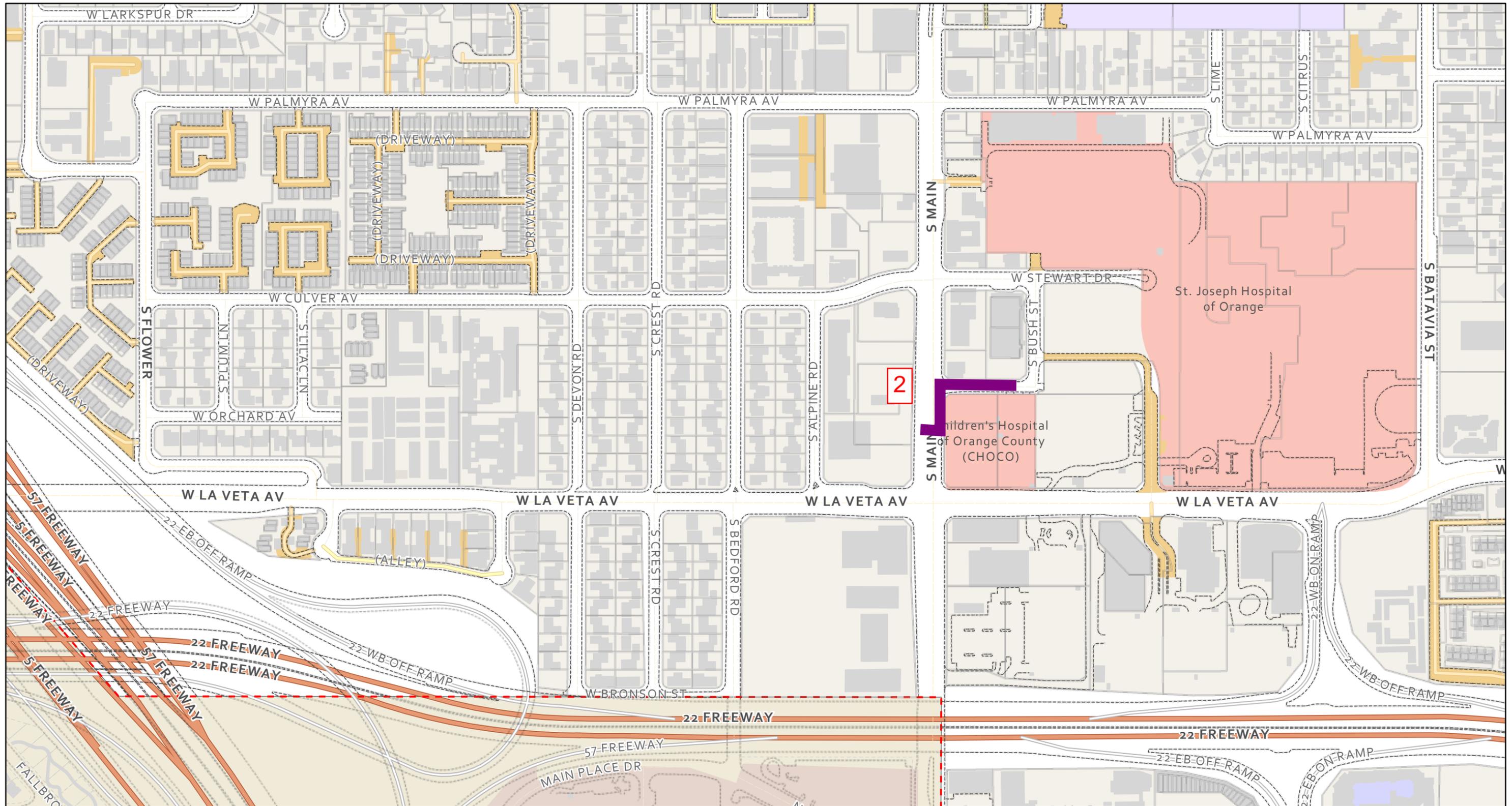
- Location Map



1. Tustin Street Storm Drain Rehabilitation

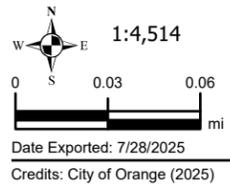
NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.





**2. Main Street and Providence Avenue
Sewer Improvements**

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.





Agenda Item

City Council

Item #: 3.7.

8/26/2025

File #: 25-0469

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to Peterson-Chase General Engineering Construction Inc. for Bridge Preventive Maintenance/Repair; Bid No. 24-25.23 (SP-3880).

2. SUMMARY

Bids for the Bridge Preventive Maintenance/Repair Project were received and opened on July 24, 2025. Three bidders responded to the notice inviting bids. The apparent low bidder is Peterson-Chase General Engineering Construction, Inc. of Irvine, CA in the amount of \$2,696,416.

3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$1,014,624 in grant funds from Federal Highway Administration Highway Bridge Program to Reimbursable Capital Projects (550):

550-5101-43301-255703 Structural Evaluation of City's Bridges

2. Authorize the appropriation of \$1,014,624 to Reimbursable Capital Projects (550):

550-5101-82001-255703 Structural Evaluation of City's Bridges

3. Authorize the appropriation of \$580,748 from Measure M2 (263) unreserved fund balance to:

263-5101-82001-255703 Structural Evaluations of City's Bridges

4. Approve the contract with Peterson-Chase General Engineering Construction, Inc. in the amount of \$2,831,237, representing an original bid amount of \$2,696,416, plus a 5% contingency of \$134,821, for Bridge Preventive Maintenance/Repair; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is \$2,831,237 and will be funded through Reimbursable Capital Projects (550) and Measure M2 (263) respectively:

550-5101-82001-255703 Structural Evaluations of City's Bridges \$2,402,059

263-5101-82001-255703 Structural Evaluations of City's Bridges \$429,178

5. STRATEGIC PLAN GOALS

Goal 5: Improve infrastructure, mobility, and technology.

6. DISCUSSION AND BACKGROUND

The City of Orange (City) applied for and received grant funds from Federal Highway Administration Highway Bridge Program (HBP) as administered by the California Department of Transportation (Caltrans) for the rehabilitation of City-owned bridges. This program is a competitive grant program that provides funding to public agencies for maintenance of bridges within their jurisdiction. The HBP grant funds 88.53% of eligible construction cost with the City matching 11.47% of eligible costs plus non-participating costs of \$117,965 (100% City's cost) that includes concrete sidewalk, curb and gutter, asphalt concrete and other various costs.

The City was awarded this project in 2013 with an initial federal funding amount of \$881,847 for Preliminary Engineering (\$221,325) and Construction (\$660,522) phases of the project. In 2017, due to scope of work changes that resulted in higher construction costs, Public Works staff requested and obtained additional HBP funding for construction which increased the HBP construction funding to \$1,474,661. Subsequently, it was accepted and appropriated for the project by the City Council.

On May 2, 2024, the City received authorization from Caltrans Local Assistance to begin the construction phase of this project. However, because of the long delay from Caltrans to program funds for this project, construction costs significantly increased creating a funding shortfall. Again, Public Works staff pursued and obtained additional HBP funding to cover construction cost escalations. The revised funding document was recently approved and adjusted the total HBP construction funding to \$2,489,285 for construction. Staff recommend accepting the funding increase of \$1,014,624 into the project's revenue account and appropriating it to the project's expenditure account.

The scope of the project includes the methacrylate bridge deck treatment, expansion joint replacement, polyester concrete overlay, concrete repair, and steel components repairs. The bridges selected for rehabilitation are:

1. Tustin Avenue over Santiago Creek (Bridge #55C0043)
2. Memory Lane over Santa Ana River (Bridge #55C0046)
3. Katella Avenue over Santa Ana River (Bridge #55C0563L)
4. Orangewood Avenue over Santa Ana River (Bridge #55C0050)
5. Ball Road (Taft Avenue) over Santa Ana River (Bridge #55C0159)
6. Chapman Avenue over Santa Ana River (Bridge #55C0054)
7. Chapman Avenue over Santiago Creek (Bridge #55C0057)
8. Glassell Street over Santiago Creek (Bridge #55C0016)

The City Council previously approved an advertisement for bids on June 10, 2025. The bid solicitation was advertised on June 19, 2025, for a period of five weeks and bids were opened on July 24, 2025. Three bids were received as follows:

- | | |
|--|-------------|
| 1. Peterson-Chase General Engineering Construction, Inc., Irvine | \$2,696,416 |
| 2. American Civil Constructors West Coast LLC, Benicia | \$3,010,000 |

3. Myers & Sons Construction LLC, Sacramento**\$3,675,559**

The low bid is about 15.8% lower than the engineer's estimate. Staff checked the references and qualifications for Peterson-Chase General Engineering Construction, Inc. and found them to be acceptable, with adequate years of experience in completing contracts of similar nature to this project. Therefore, staff recommend that Peterson-Chase General Engineering Construction, Inc. be awarded the contract in the total amount of \$2,831,237, representing an original bid amount of \$2,696,416, plus a 5% contingency of \$134,821, for Bridge Preventive Maintenance/Repair Project.

Construction is scheduled to begin in October 2025 and is expected to be completed within 90 calendar days after receiving all required State, County, and local encroachment permits. Specifications and cost estimates are available for review in the Public Works Department.

7. ATTACHMENTS

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- Bid Abstract



Agenda Item

City Council

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8/26/2025

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- Contract with Peterson-Chase General Engineering Construction, Inc.
- Bid Abstract

CONTRACT
[Bridge Preventive Maintenance/Repair (Bid No.24-25.23)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION, INC., a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for Bridge Preventive Maintenance/Repair (Drawing SP-3880) prepared for City by Bradley R. Mielke, approved by the “Engineer” (as defined herein below) on June 30, 2023, and consisting of sheets numbered 1 through 13, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The latest edition of the "California Department of Transportation Standard Plans and Standard Specifications";

(4) The "Standard Specifications for Public Works Construction” (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(5) The Labor Relations Forms attached as Attachment No. 3 and incorporated herein by this reference; and

(6) The Federal Provisions and Requirements attached as Attachment No. 4 and incorporated herein by this reference; and

(7) The Federal Prevailing Wage Rates attached as Attachment No. 5 and incorporated herein by this reference; and

(8) The “City of Orange Standard Special Provisions;”

(9) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the “Plans and Specifications.”

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Principal Civil Engineer, Randy Nguyen (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor’s Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, “Permanent Survey Markers,” and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This

obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2 Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within NINETY (90) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3 Compensation

a. Contractor agrees to receive and accept an amount not to exceed TWO MILLION SIX HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED SIXTEEN DOLLARS and 00/100 (\$2,696,416.00), unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ONE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS and 00/100 (\$134,821.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS and 00/100 (\$2,831,236.00).

ARTICLE 4 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 Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5 Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board (“RWQCB”) has issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. R8-2009-0030 (the “Permit”), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan (“DAMP”), containing Model Maintenance Procedures with Best Management Practices (“BMPs”) that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City’s Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, 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 Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. 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 Contractor 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.

b. 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.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a “public work,” 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 Contractor, 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.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, 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 shall 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 Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10 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 contractor 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. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11 Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. 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 Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. 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 Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. 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 Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. 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 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers 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.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract 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.

i. 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13 Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14 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 Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall 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.

ARTICLE 15 Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract 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 Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract 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

(4) Has responded, and shall at all times during the term of this Contract 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.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract 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 Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

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

f. Contractor shall indemnify and hold City, its officials 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 Contract.

ARTICLE 16

Governing Law and Venue

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

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract 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 Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18
Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class 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.

“CONTRACTOR”

Peterson-Chase General Engineering Construction, Inc.
16351 Construction Circle West
Irvine, CA 92606
Attn: Greg Chase

Telephone: (949) 252-0441
E-Mail: bids@petersonchase.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: Randy Nguyen

Telephone: (714) 744-5531
E-Mail: rnguyen@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract 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 via facsimile and electronic mail shall have the same effect as original signatures.

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

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

Nathalie Adourian
Senior Assistant City Attorney

“CONTRACTOR”

PETERSON-CHASE GENERAL
ENGINEERING CONSTRUCTION, INC.,
a California corporation

By: _____
Printed Name: _____
Title: _____

***[Note: Signature of Chairman of the
Board, President or Vice President is
required]***

By: _____
Printed Name: _____
Title: _____

***[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]***

√

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

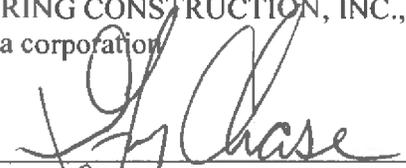
Nathalie Adourian
Senior Assistant City Attorney

Pamela Coleman, City Clerk

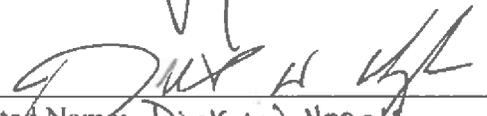
“CONTRACTOR”

PETERSON-CHASE GENERAL
ENGINEERING CONSTRUCTION, INC.,
a California corporation

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: 
Printed Name: Greg Chase
Title: President

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: 
Printed Name: Dick W. Vogels
Title: V.P., Secretary/Treasurer

✓

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
 - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

City of Orange: Summary of Bid Abstracts for:
 Bridge Preventive Maintenance/Repair

Bid No. 24-25.23; Project No. SP-3880
 Date of Bid Opening: 7/24/2025
 Date of Bid Advertisement: 6/19/2025

				1		2		3		
ENGINEER'S ESTIMATE				Peterson-Chase General Engineering Construction,		American Civil Constructors West Coast LLC		Myers & Sons Construction LLC		
				Tel. No. 949-252-0441		Tel. No. 707-746-8028		Tel. No. 916-283-9950		
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PAVEMENT IMPROVEMENTS										
1	Remove Concrete Bridge Deck Surface	27,200 SF	\$ 33.00	\$897,600.00	\$3.00	\$81,600.00	\$3.00	\$81,600.00	\$2.50	\$68,000.00
2	Remove Unsound Concrete	1,387 SF	\$ 38.00	\$52,706.00	\$95.00	\$131,765.00	\$80.00	\$110,960.00	\$115.00	\$159,505.00
3	Furnish and Place Polyester Concrete Overlay	27,200 SF	\$ 33.00	\$897,600.00	\$23.00	\$625,600.00	\$30.00	\$816,000.00	\$36.00	\$979,200.00
4	Rapid Setting Concrete (Patch)	1,387 SF	\$ 37.00	\$51,319.00	\$85.00	\$117,895.00	\$20.00	\$27,740.00	\$85.00	\$117,895.00
5	Prepare Concrete Bridge Deck Surface	193,400 SF	\$ 0.35	\$67,690.00	\$0.36	\$69,624.00	\$1.00	\$193,400.00	\$0.50	\$96,700.00
6	Furnish and Treat Bridge Deck	193,400 SF	\$ 2.00	\$386,800.00	\$1.20	\$232,080.00	\$2.50	\$483,500.00	\$3.00	\$580,200.00
7	Clean Expansion Joint Seal Conforming to the Details Shown on the Plans and State Standard Specifications	532 LF	\$ 49.00	\$26,068.00	\$36.00	\$19,152.00	\$59.00	\$31,388.00	\$59.00	\$31,388.00
8	Repair Transverse Joint Seal (Mr1") Conforming to the Details Shown on the Plans and State Standard Specifications	532 LF	\$ 66.00	\$35,112.00	\$100.00	\$53,200.00	\$178.00	\$94,696.00	\$178.00	\$94,696.00
9	Repair Longitudinal Joint Seal (Type-AI-Mr 1") Conforming to the Details Shown on the Plans and State Standard Specifications	2,050 LF	\$ 49.00	\$100,450.00	\$50.00	\$102,500.00	\$82.00	\$168,100.00	\$82.00	\$168,100.00
10	Sawcut and Remove Existing and Construct Curb and Gutter, Type A8, Per City Std. Plan No. 117	170 LF	\$ 57.00	\$9,690.00	\$200.00	\$34,000.00	\$100.00	\$17,000.00	\$225.00	\$38,250.00
11	Remove Existing and Construct Concrete Sidewalk per City Std. Plan No. 118 and 120	675 SF	\$ 90.00	\$60,750.00	\$50.00	\$33,750.00	\$25.00	\$16,875.00	\$125.00	\$84,375.00
12	Reconstruct Metal Guardrail	10 LF	\$ 165.00	\$1,650.00	\$525.00	\$5,250.00	\$700.00	\$7,000.00	\$1,000.00	\$10,000.00
13	Remove and Replace Asphalt Concrete Surfacing	125 Tons	\$ 354.00	\$44,250.00	\$1,600.00	\$200,000.00	\$1,250.00	\$156,250.00	\$1,122.00	\$140,250.00
14	Miscellaneous Work Including Rip Rap Repair, Soffit Slab Opening Repair, Spalling Repair, Hinge plate, Bridge Railing Repair per Details Shown on the Plans and State Standard Specs	1 LS	\$ 32,000.00	\$32,000.00	\$385,000.00	\$385,000.00	\$125,000.00	\$125,000.00	\$215,000.00	\$215,000.00
15	Public Safety Plan	1 LS	\$ 50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$15,491.00	\$15,491.00	\$35,000.00	\$35,000.00
16	Traffic Control and Construction Phasing	1 LS	\$ 300,000.00	\$300,000.00	\$485,000.00	\$485,000.00	\$580,000.00	\$580,000.00	\$607,000.00	\$607,000.00
17	Inventory and Install Pavement Striping, Legends, Pavement Markings and Rpm'S (Thermoplastic)	1 LS	\$ 150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00
18	Environmental Compliance Measures	1 LS	\$ 40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00
Grand Total				\$3,203,685.00		\$2,696,416.00		\$3,010,000.00		\$3,675,559.00



Agenda Item

City Council

Item #: 3.8.

8/26/2025

File #: 25-0476

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Approval of Final Tract Map No. 19253 for the Viewpoint Homes Project located at 901 E. Katella Avenue (formerly known as Intracorp Homes Project).

2. SUMMARY

Tract Map No. 19253 is a subdivision of 48 single-family small lot homes.

3. RECOMMENDED ACTION

Approve Final Tract Map No. 19253.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

On May 23, 2024, the City Council approved Resolution No. 11553 which includes Vesting Tentative Tract Map 0051-0293-23 located at 901 E. Katella Avenue. The proposed project involves the redevelopment of an existing 2.71-acre commercial site with 48 two-and three-story single-family small lot homes.

The Final Map for Tract 19253 conforms to the approved Tentative Tract Map. The Final Map also includes dedication of easements for streets, fire access, and utility purposes.

All required fees have been paid, and bonds have been posted to guarantee construction of on-site improvements, and off-site street improvements.

7. ATTACHMENTS

- Site Map
- Final Map of Tract 19253



Agenda Item

City Council

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- Final Map of Tract 19253

LOT SUMMARY:

LOT #	TOTAL LOT AREA (SF)	TOTAL LOT AREA (AC)	LOT COVERAGE (SF)	LOT COVERAGE (%)
1	2105.09	0.05	1110.56	52.76%
2	2232.45	0.05	1110.56	49.75%
3	2232.42	0.05	1110.56	49.75%
4	2232.37	0.05	1110.56	49.75%
5	2232.30	0.05	1110.56	49.75%
6	2232.32	0.05	1110.56	49.75%
7	2232.11	0.05	1110.56	49.75%
8	2232.13	0.05	1110.56	49.75%
9	2232.09	0.05	1110.56	49.75%
10	2232.05	0.05	1110.56	49.76%
11	2232.01	0.05	1110.56	49.76%
12	2487.64	0.06	1110.56	44.64%
13	1461.53	0.03	825.07	56.45%
14	1618.29	0.04	848.08	52.41%
15	1613.92	0.04	825.07	51.12%
16	1618.13	0.04	848.08	52.41%
17	1613.76	0.04	825.07	51.13%
18	1618.91	0.04	848.08	52.39%
19	1613.21	0.04	825.07	51.14%
20	1618.01	0.04	848.08	52.42%
21	1613.69	0.04	825.07	51.13%
22	1618.15	0.04	848.08	52.41%
23	1846.43	0.04	849.88	46.03%
24	1875.54	0.04	828.33	44.16%
25	1511.70	0.03	848.73	56.14%
26	1847.20	0.04	828.33	44.84%
27	1511.89	0.03	848.73	56.14%
28	1847.30	0.04	828.33	44.84%
29	1512.02	0.03	848.73	56.13%
30	1847.42	0.04	828.33	44.84%
31	1512.17	0.03	848.73	56.13%
32	1847.52	0.04	851.83	46.11%
33	1870.77	0.04	851.83	45.53%
34	2039.31	0.05	853.62	41.86%
35	1663.51	0.04	828.33	49.79%
36	1670.59	0.04	848.73	50.80%
37	1663.52	0.04	828.33	49.79%
38	1670.60	0.04	848.73	50.80%
39	1663.51	0.04	828.33	49.79%
40	1659.70	0.04	848.73	51.14%
41	1674.41	0.04	828.33	49.47%
42	1671.85	0.04	848.73	50.77%
43	1666.38	0.04	828.33	49.71%
44	1698.74	0.04	848.73	49.96%
45	1780.70	0.04	828.33	46.52%
46	2090.43	0.05	848.73	40.60%
47	1743.77	0.04	828.33	47.50%
48	1887.69	0.04	848.73	44.96%
A	10043.28	0.23	--	--
B	3836.13	0.09	--	--
C	13291.49	0.31	--	--
D	1851.81	0.04	--	--
TOTAL	117219.96	2.69	--	--

SITE SUMMARY:

TOTAL HOMES: 48 UNITS
 SITE GROSS AREA: 2.711 ACRES
 SITE NET AREA: 2.691 ACRES
 DENSITY: 17.7 UNITS/ ACRE

REQUIRED PARKING*:
 2.0 SPACES/ 3BR X 40: 80
 3.0 SPACES/ 4BR X 8: 24
 0.25 SPACES/ UNIT X 48: 12
 TOTAL REQUIRED: 116 (2.42:1)

*NOTE: PARKING REQUIRED PER SMALL LOT SUBDIVISION PARKING STANDARDS.

PARKING PROVIDED:
 GARAGE SPACES: 96
 UNCOVERED SPACES: 32
 TOTAL PROVIDED: 128

OVERALL PARKING RATIO: 2.67:1

LAND USE:
 EXISTING: GENERAL COMMERCIAL (CC)
 PROPOSED: MEDIUM DENSITY RESIDENTIAL (MDR)

ZONING:
 EXISTING: COMMERCIAL PROFESSIONAL (C-P)
 PROPOSED: RESIDENTIAL MULTIPLE FAMILY (R3) WITH APPLICATION OF SMALL LOT SUBDIVISION DEVELOPMENT STANDARDS (OMC 17.14.270)

NOTE: P2* PLAN TYPES FOR 4-BEDROOM UNITS SHALL HAVE DESIGNATED PARKING WITH PLACARDS ASSIGNED TO A SPECIFIC ADDRESS.

LEGEND:

- CENTERLINE
- - - EXISTING BOUNDARY
- - - PROPOSED BOUNDARY
- - - PROPOSED LOT LINE
- SETBACK
- - - EXISTING LOT LINE
- EXISTING WALL
- PROPOSED WALL
- █ PROPOSED OPEN SPACE

BUILDING/ UNIT SUMMARY:

	Plan	# of Units	Square Footage	Stories	Garage Count	Bedrooms	Bathrooms	Garage Storage
SFD	Plan 2* (4-Bed)	1	2,001 Sq. Ft.	3-Story + Roof Deck	2-Car Garage	4 Bedrooms	3.5 Bathrooms	250 Cu. Ft.
	Plan 2X	1	1,963 Sq. Ft.	3-Story + At-Grade Deck	2-Car Garage	3 Bedrooms	2.5 Bathrooms	250 Cu. Ft.
	Plan 3	12	1,604 Sq. Ft.	2-Story	2-Car Garage	3 Bedrooms	2.5 Bathrooms	250 Cu. Ft.
Duplex Building	Plan 1	11	1,965 Sq. Ft.	3-Story + Roof Deck	2-Car Garage	3 Bedrooms	3.5 Bathrooms	250 Cu. Ft.
	Plan 2	6	2,001 Sq. Ft.	3-Story + Roof Deck	2-Car Garage	3 Bedrooms	3.5 Bathrooms	250 Cu. Ft.
	Plan 2* (4-Bed)	7	2,001 Sq. Ft.	3-Story + Roof Deck	2-Car Garage	4 Bedrooms	3.5 Bathrooms	250 Cu. Ft.
	Plan 1X	5	1,928 Sq. Ft.	3-Story + At-Grade Deck	2-Car Garage	3 Bedrooms	2.5 Bathrooms	250 Cu. Ft.
	Plan 2X	5	1,963 Sq. Ft.	3-Story + At-Grade Deck	2-Car Garage	3 Bedrooms	2.5 Bathrooms	250 Cu. Ft.

NOTE: THIS YIELD STUDY IS FOR THE PURPOSE OF ESTIMATING THE MAXIMUM DENSITY OF A RESIDENTIAL PRODUCT TYPE ON A SITE OF A GIVEN CONFIGURATION. IF SPECIFIC ENTITLEMENT REQUIREMENTS DIFFER FROM THE CRITERIA SHOWN ON THE PLAN (SUCH AS SETBACKS, MINIMUM LOT SIZES, STREET STANDARDS, RETENTION REQUIREMENTS, ETC.) THEN THE ACTUAL POSSIBLE DENSITY MAY VARY SUBSTANTIALLY.

DEVELOPER: **INTRACORP SW, LLC**
 895 DOVE STREET, SUITE 400
 NEWPORT BEACH, CA 92660
 PHONE (949) 955-2370

ARCHITECT: **BASSENIAN | LAGONI**
 ARCHITECTURE - PLANNING - INTERIORS
 2031 ORCHARD DRIVE, SUITE 100
 NEWPORT BEACH, CA 92660
 PHONE (949) 553-9100

PREPARED BY:



CONSULTING, INC.
 CIVIL ENGINEERING
 LAND PLANNING & SURVEYING

9830 IRVINE CENTER DRIVE
 IRVINE, CALIFORNIA 92618
 (949) 916-3800
 INFO@CVC-INC.NET
 WWW.CVC-INC.NET

ARCHITECTURAL SITE PLAN

901 E. KATELLA AVENUE

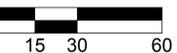
A 1.1

SCALE: AS SHOWN DRAWN BY: TC CHECKED BY: JH

CITY OF ORANGE



1" = 30'



SHEET 1 OF 5 SHEETS
ALL OF TENTATIVE TRACT NO. 19253
NUMBERED LOTS: 48
LETTERED LOTS: 4
GROSS AREA: 2.711 ACRES
NET AREA: 1.984 ACRES

TRACT NO. 19253

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT H OF THE VAN DE GRAAFF TRACT
PER MAP FILED IN LA BOOK 1, PAGE 57, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID ORANGE COUNTY.

DANE P. MCDUGALL
L.S. 9297



DATE OF SURVEY:
AUGUST 2024

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: NORTH CAMBRIDGE STREET

WE ALSO HEREBY DEDICATE TO THE CITY OF ORANGE, AN EASEMENT FOR EMERGENCY ACCESS, AND TRASH COLLECTION PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF ORANGE ALL VEHICULAR ACCESS RIGHTS TO NORTH CAMBRIDGE STREET AND EAST KATELLA AVENUE, EXCEPT AT APPROVED ACCESS LOCATIONS.

WE HEREBY RESERVE TO OURSELVES, OUR SUCCESSORS AND ASSIGNS, AN EASEMENT FOR PRIVATE DRIVEWAYS AND PRIVATE UTILITY PURPOSES FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION, AS SHOWN ON SAID MAP.

TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY:
SEAN DOYLE
VICE PRESIDENT

BENEFICIARY

KATELLA RE LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED AUGUST 5, 2024 AS INSTRUMENT NO. 2024000200059 OF OFFICIAL RECORDS.

BY:
NAME: Mark Tingstad
TITLE: EVP

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Orange } SS

ON July 25, 2025, BEFORE ME, Charnette Neal,
NOTARY PUBLIC, PERSONALLY APPEARED Sean Doyle

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE C Neal
NOTARY PUBLIC IN AND FOR SAID STATE
NAME Charnette Neal
(PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN Orange COUNTY
MY COMMISSION NO. 2416701
MY COMMISSION EXPIRES 9-18-2026

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT

MARK TINGSTAD
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED JULY 28, 2025

SIGNATURE
VIRGINIA Y. PINKNEY
NAME PRINTED

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN

LYNNWOOD

MY APPOINTMENT EXPIRES APRIL 19, 2028

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC, IN AUGUST 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 1 YEAR AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DANE P. MCDUGALL
L.S. 9297
DATE 7/23/25



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, _____

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
P.L.S. 8402



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ORANGE; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 4th DAY OF August, 2025

FRANK SUN, R.C.E. 52835
CITY ENGINEER, CITY OF ORANGE



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF ORANGE

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF ORANGE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF: NORTH CAMBRIDGE STREET.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY:

- THE EASEMENT FOR EMERGENCY ACCESS AND TRASH COLLECTION PURPOSES AS DEDICATED.
- THE VEHICULAR ACCESS RIGHTS TO NORTH CAMBRIDGE STREET AND EAST KATELLA AVENUE AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISION OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____

PAMELA COLEMAN, CMC
CITY CLERK, CITY OF ORANGE

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(A)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT FOR STUB POLES, GUY WIRES, ANCHORS AND OTHER APPURTENANT FIXTURES AND/OR EQUIPMENT MADE FOR ANCHORAGE PURPOSE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED MAY 23, 1983 AS INSTRUMENT NO. 83-216107 OF OFFICIAL RECORDS.

AT&T INC., SUCCESSOR IN INTEREST TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR COMMUNICATION FACILITIES AND APPURTENANCES NECESSARY TO ANY AND ALL THEREOF, TOGETHER WITH THE RIGHT OF WAY THEREFORE IN, OVER, UNDER AND UPON AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 28, 2000 AS INSTRUMENT NO. 20000396907 OF OFFICIAL RECORDS.

SHEET 2 OF 5 SHEETS
 ALL OF TENTATIVE TRACT NO. 19253
 NUMBERED LOTS: 48
 LETTERED LOTS: 4
 GROSS AREA: 2.711 ACRES
 NET AREA: 1.984 ACRES

TRACT NO. 19253

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DANE P. MCDUGALL
 L.S. 9297



DATE OF SURVEY:
 AUGUST 2024

SEE SHEETS 3-5 FOR LOT AND
 EASEMENT DETAILS, AND EASEMENT
 NOTES.

LETTERED LOTS NOTE

LOTS A, B, AND C ARE FOR PRIVATE DRIVEWAY, COMMON AREA, AND
 LANDSCAPING PURPOSES AND ARE NOT SEPARATE BUILDING SITES.

LOT D IS FOR COMMON AREA AND LANDSCAPING PURPOSES AND IS NOT A
 SEPARATE BUILDING SITE.

MONUMENT NOTES

- ① FOUND PUNCHED HEX DURAL BAR IN WELL MONUMENT, DOWN 1.2' PER C.R. 2017-0498. ACCEPTED AS A POINT ON THE CENTERLINE OF EAST KATELLA AVENUE PER R1, R2, AND R3.
 - ② OCS GPS NO. 3127 FOUND PUNCHED HEX DURAL BAR IN WELL MONUMENT, PER C.R. 2017-0497, DOWN 1.4'. ACCEPTED AS THE CENTERLINE INTERSECTION OF EAST KATELLA AVENUE AND NORTH CAMBRIDGE STREET PER R1, R2, AND R3.
 - ③ FOUND GEAR SPIKE AND BROKEN WASHER STAMPED "LS" FLUSH, ACCEPTED AS GEAR SPIKE AND WASHER STAMPED "LS 5411" PER C.R. 2010-0734 AND ALSO ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF CAMBRIDGE STREET WITH THE SOUTH LINE OF R1.
 - ④ FOUND GEAR SPIKE AND WASHER STAMPED "LS 5411", FLUSH, PER C.R. 2010-0734. ACCEPTED AS THE CENTERLINE INTERSECTION OF NORTH CAMBRIDGE STREET AND CARLETON AVENUE PER R1.
 - ⑤ FOUND MAG NAIL AND WASHER STAMPED "LS 5411", FLUSH PER C.R. 2007-0713. ACCEPTED AS POINTS ON THE CENTERLINE OF CARLETON AVENUE PER R1.
 - ⑥ FOUND MAG NAIL AND WASHER STAMPED "LS 5411", FLUSH PER C.R. 2007-0672. ACCEPTED AS POINTS ON THE CENTERLINE OF CARLETON AVENUE PER R2.
- INDICATES FOUND MONUMENT AS NOTED.
 - ▲ INDICATES OCS CONTINUOUS GPS STATION (CGPS).
 - INDICATES 2" IRON PIPE TAGGED "LS 9297", FLUSH; OR LEAD, TACK, & TAG STAMPED "LS 9297", FLUSH; OR SPIKE & WASHER STAMPED "LS 9297", FLUSH, IN ASPHALT; OR NAIL & TAG STAMPED "LS 9297" ON TOP OF WALL, TO BE SET.

LEAD, TACK AND TAG "LS 9297" TO BE SET ON TOP OF CURB OFFSET 12.75' ALONG THE SIDE LOT LINE PRODUCED FROM LOT CORNERS LOCATED WITHIN THE PRIVATE DRIVE EASEMENT. NO OTHER LOT CORNERS TO BE SET UNLESS OTHERWISE NOTED.

ESTABLISHMENT NOTES

- A SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R1.
- B SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT FROM CALCULATED DISTANCES PER R1 AND R2.
- C SEARCHED FOUND NOTHING. ESTABLISHED BY HOLDING RECORD DISTANCE OF 575.32' FROM THE EAST LINE OF CAMBRIDGE STREET PER R5
- D SEARCHED FOUND NOTHING, ESTABLISHED BY INTERSECTING A TANGENT CURVE FROM ④ THROUGH ③ TO A REVERSE CURVE PASSING THROUGH ②.
- E ESTABLISHED THE EAST LINE OF NORTH CAMBRIDGE STREET PER R6 40.00' EASTERLY OF AND CONCENTRIC WITH THE CENTERLINE AS ESTABLISHED FROM ② TO ④.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99998259 (PROJECT SPECIFIC).

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN CONTINUOUS GLOBAL POSITIONING STATION (CGPS) "SACY" AND "OEOC" BEING NORTH 80°43'39.3" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

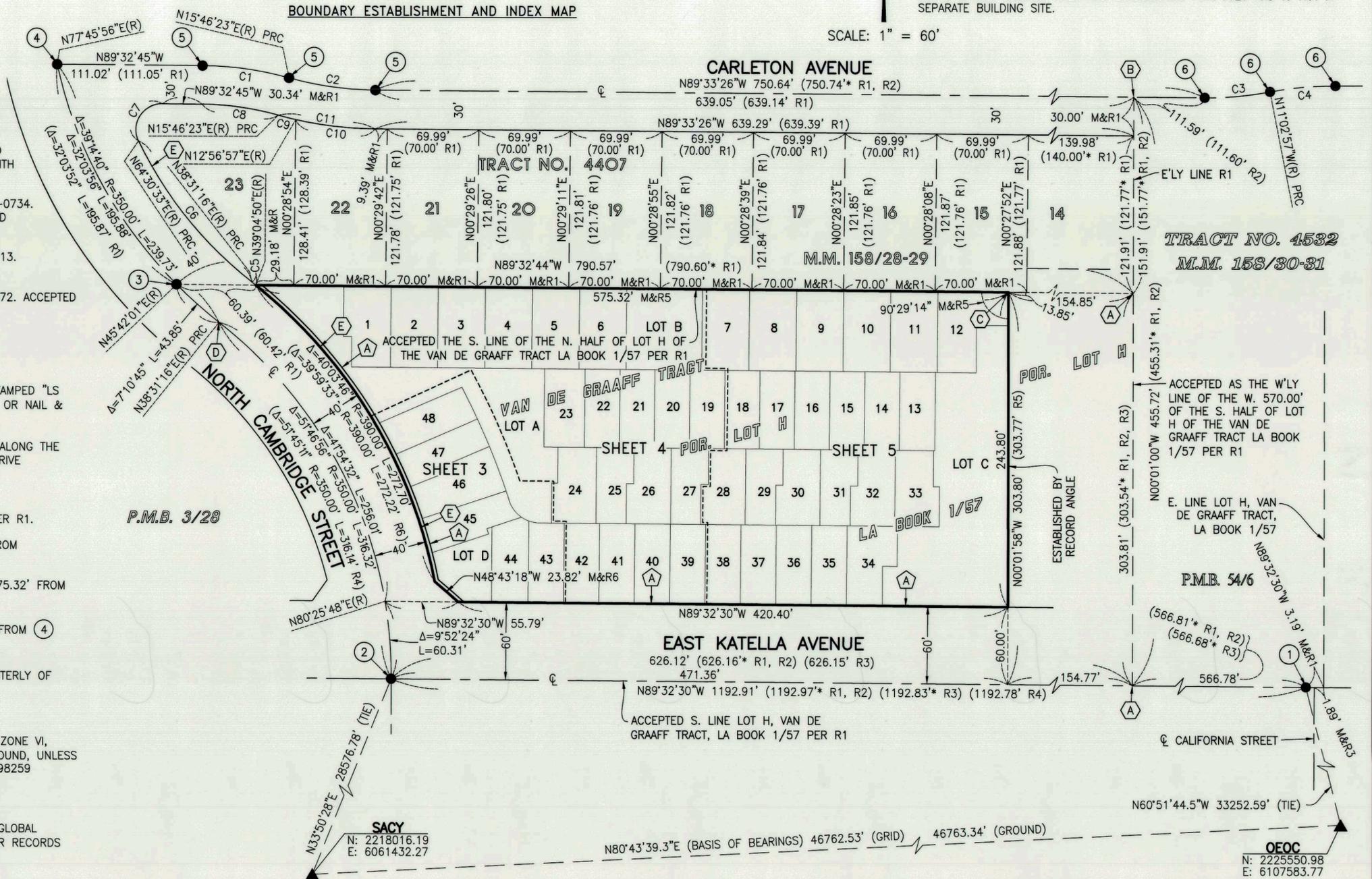
SURVEYOR'S NOTES

- THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.
- THE EAST AND WEST LINES OF R3 WERE SEARCHED FOR, NOTHING WAS FOUND.
- THE NORTHWEST CORNER OF LOT 16 AND SOUTHWEST CORNER OF LOT 1, BOTH OF R2, WERE SEARCHED FOR, NOTHING WAS FOUND.
- ALL TIES PER C.R. 2007-0713 FOR ⑤ AND C.R. 2007-0672 FOR ⑥ WERE LOCATED AS A CHECK AND FIT TO THE PRESENT LOCATION OF THE CENTERLINE MONUMENTS AS SHOWN HEREON.
- A ACCESS RIGHTS TO NORTH CAMBRIDGE STREET AND EAST KATELLA AVENUE HAVE BEEN RELEASED AND RELINQUISHED HEREON.

REFERENCES

- R1 - TRACT NO. 4407, M.M. 158/28-29.
 - R2 - TRACT NO. 4532, M.M. 158/30-31.
 - R3 - P.M.B. 54/6.
 - R4 - P.M.B. 3/28.
 - R5 - GRANT DEED TO TAYLOR MORRISON OF CALIFORNIA LLC, RECORDED AUGUST 5, 2024 AS INSTRUMENT NO. 2024000200058 O.R.
 - R6 - GRANT DEED TO THE CITY OF ORANGE, RECORDED SEPTEMBER 26, 1963 IN BOOK 6733, PAGE 723, O.R.
- () - INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.
 M&R - INDICATES MEASURED AND RECORD DATA PER NOTED REFERENCE.
 * - INDICATES CALCULATED RECORD DISTANCE PER NOTED REFERENCE.

BOUNDARY ESTABLISHMENT AND INDEX MAP



SCALE: 1" = 60'

CURVE TABLE

C1	Δ=15°19'08" R=250.00' L=66.84'	(Δ=15°19'16" R=250.00' L=66.85' R1)
C2	Δ=15°19'48" R=250.00' L=66.89'	(Δ=15°19'16" R=250.00' L=66.85' R1)
C3	Δ=11°29'31" R=250.00' L=50.14'	(Δ=11°28'42" R=250.00' L=50.09' R2)
C4	Δ=11°28'43" R=250.00' L=50.09'	(Δ=11°28'42" R=250.00' L=50.09' R2)
C5	Δ=0°33'34" R=390.00' L=3.81'	(Δ=0°34'19" R=390.00' L=3.89' R1)
C6	Δ=25°59'17" R=310.00' L=140.61'	(Δ=25°58'22" R=310.00' L=140.53' R1)
C7	Δ=115°56'42" R=20.00' L=40.47'	(Δ=115°58'06" R=20.00' L=40.48' R1)
C8	Δ=15°19'08" R=220.00' L=58.82'	(Δ=15°19'16" R=220.00' L=58.83' R1)
C9	Δ=2°49'26" R=280.00' L=13.80'	(Δ=2°49'19" R=280.00' L=13.79' R1)
C10	Δ=12°30'23" R=280.00' L=61.12'	(Δ=12°29'57" R=280.00' L=61.08' R1)
C11	Δ=15°19'48" R=280.00' L=74.92'	(Δ=15°19'16" R=280.00' L=74.87' R1)

OEOC
 N: 2225550.98
 E: 6107583.77

SACY
 N: 2218016.19
 E: 6061432.27

SHEET 3 OF 5 SHEETS
 ALL OF TENTATIVE TRACT NO. 19253
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TRACT NO. 19253

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

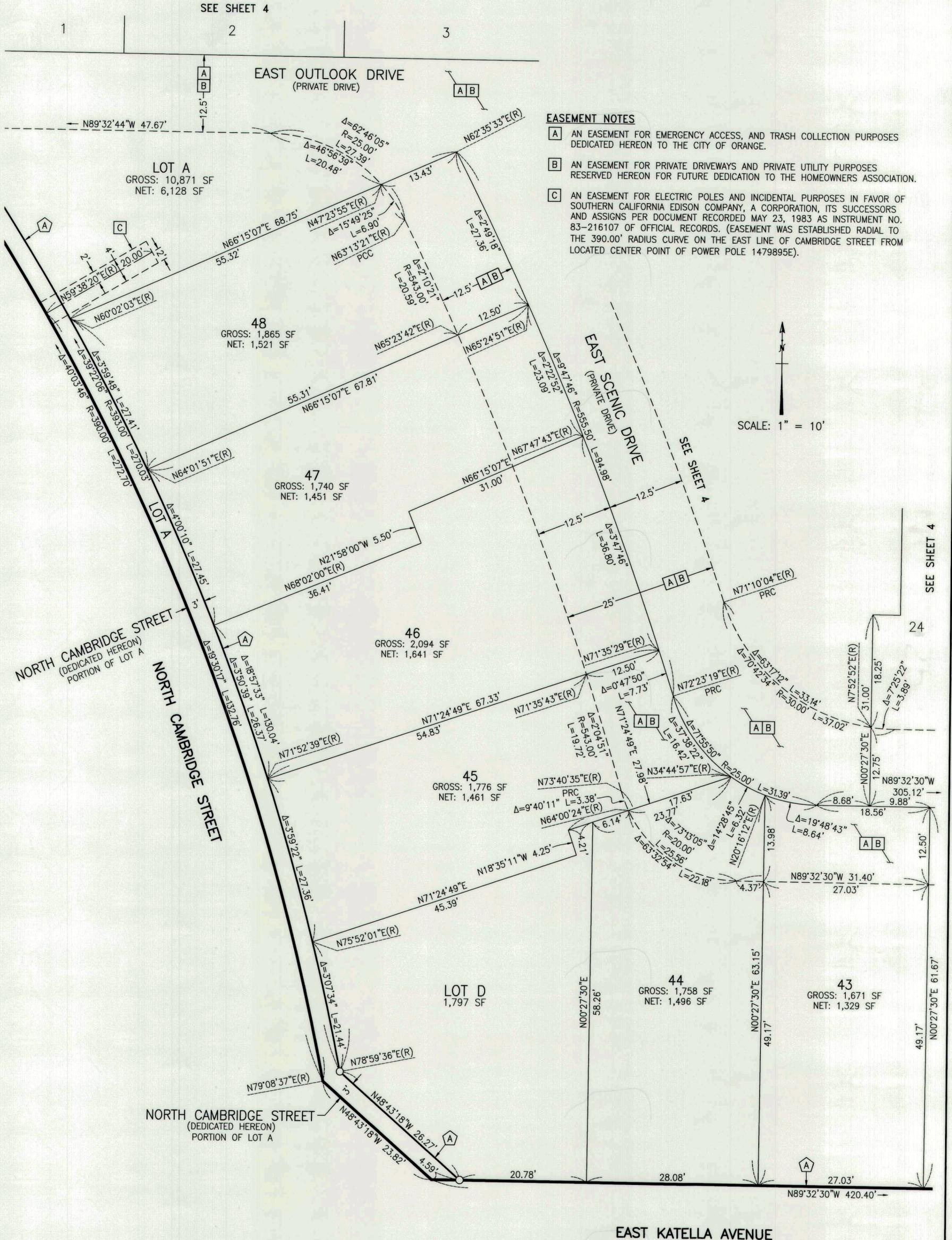
DANE P. MCDUGALL
 L.S. 9297



DATE OF SURVEY:
 AUGUST 2024

SEE SHEET 2 FOR BOUNDARY ESTABLISHMENT AND INDEX MAP, MONUMENT NOTES, ESTABLISHMENT NOTES, DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S NOTES, REFERENCES, AND LETTERED LOTS NOTE. SEE SHEETS 4, AND 5 FOR LOT AND EASEMENT DETAILS.

LOT AND EASEMENT DETAILS



EASEMENT NOTES

- [A] AN EASEMENT FOR EMERGENCY ACCESS, AND TRASH COLLECTION PURPOSES DEDICATED HEREON TO THE CITY OF ORANGE.
- [B] AN EASEMENT FOR PRIVATE DRIVEWAYS AND PRIVATE UTILITY PURPOSES RESERVED HEREON FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION.
- [C] AN EASEMENT FOR ELECTRIC POLES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS PER DOCUMENT RECORDED MAY 23, 1983 AS INSTRUMENT NO. 83-216107 OF OFFICIAL RECORDS. (EASEMENT WAS ESTABLISHED RADIAL TO THE 390.00' RADIUS CURVE ON THE EAST LINE OF CAMBRIDGE STREET FROM LOCATED CENTER POINT OF POWER POLE 1479895E).

SCALE: 1" = 10'

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SHEET 4 OF 5 SHEETS
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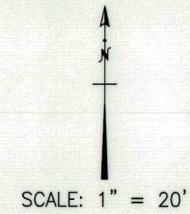
TRACT NO. 19253

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 DANE P. MCDUGALL
 L.S. 9297

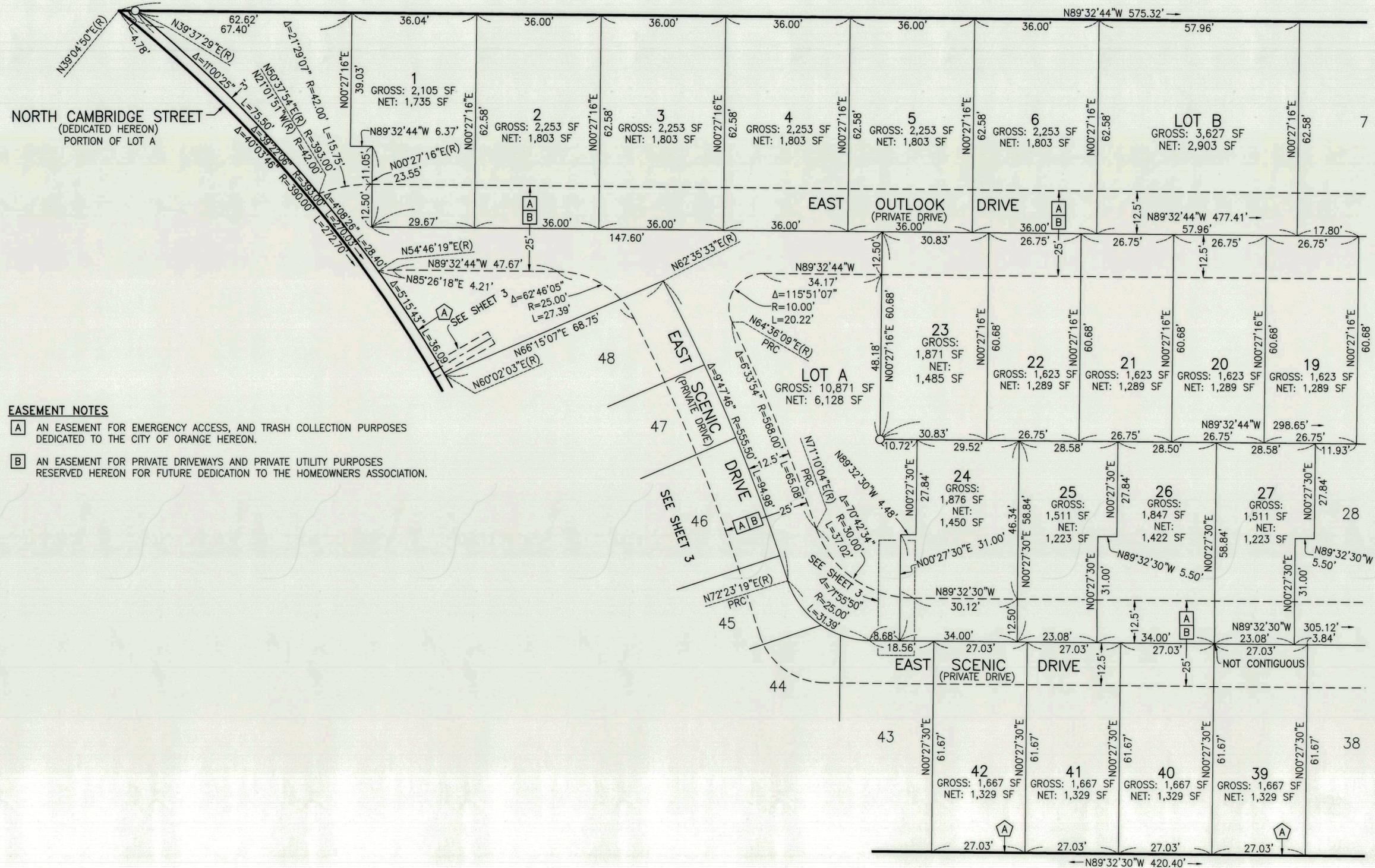


DATE OF SURVEY:
 AUGUST 2024

LOT AND EASEMENT DETAILS



SEE SHEET 2 FOR BOUNDARY ESTABLISHMENT AND INDEX MAP, MONUMENT NOTES, ESTABLISHMENT NOTES, DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S NOTES, REFERENCES, AND LETTERED LOTS NOTE.
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EASEMENT NOTES

- A** AN EASEMENT FOR EMERGENCY ACCESS, AND TRASH COLLECTION PURPOSES DEDICATED TO THE CITY OF ORANGE HEREON.
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SEE SHEET 5

SHEET 5 OF 5 SHEETS
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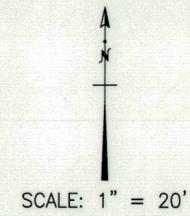
TRACT NO. 19253

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 DANE P. MCDUGALL
 L.S. 9297



DATE OF SURVEY:
 AUGUST 2024

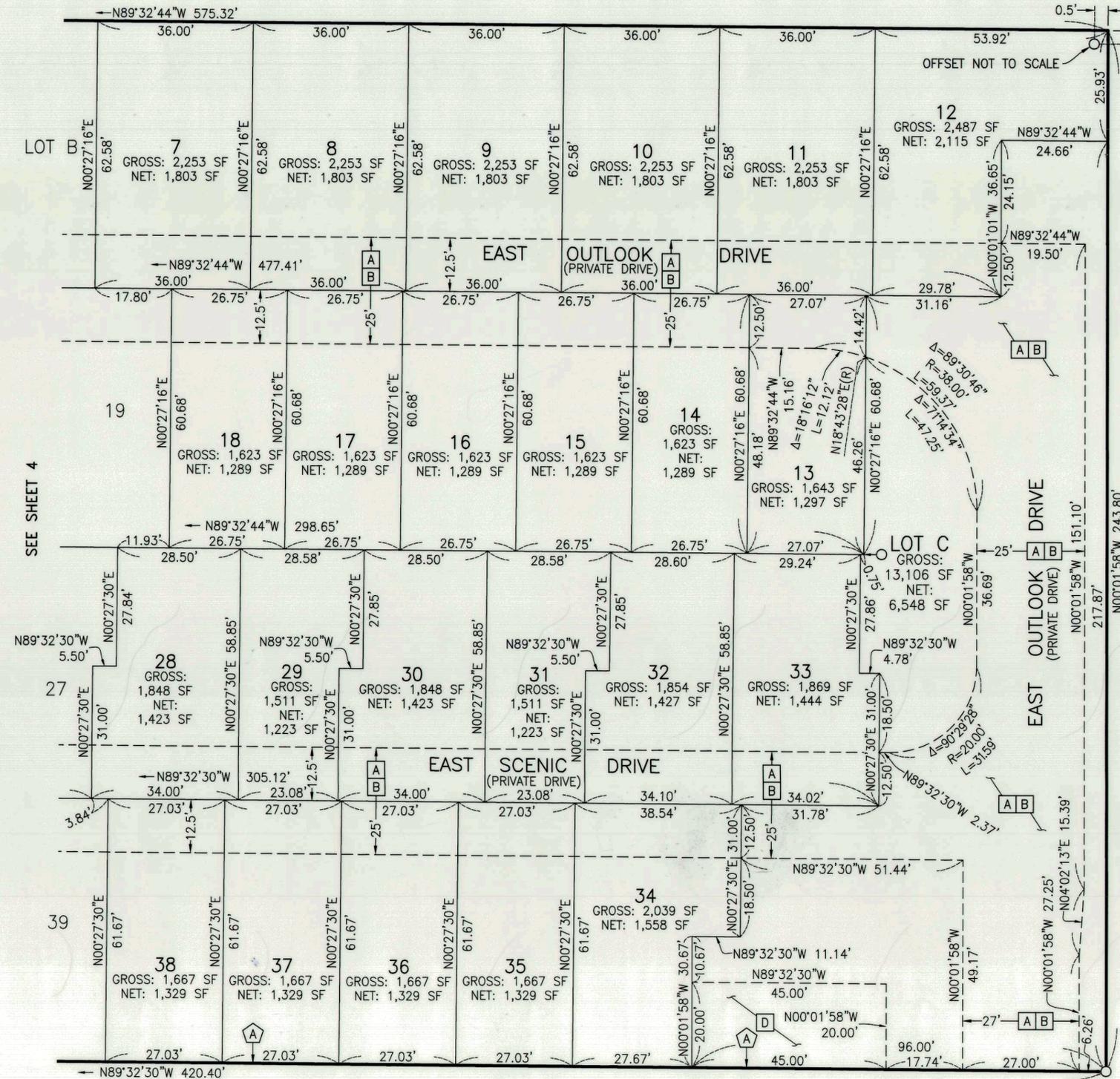
LOT AND EASEMENT DETAILS



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- D** AN EASEMENT FOR COMMUNICATION FACILITIES AND APPURTENANCES NECESSARY TO ANY AND ALL THEREOF, TOGETHER WITH THE RIGHT OF WAY THEREFORE IN, OVER, UNDER AND UPON AND INCIDENTAL PURPOSES IN FAVOR OF AT&T INC., SUCCESSOR IN INTEREST TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, PER DOCUMENT RECORDED JULY 28, 2000 AS INSTRUMENT NO. 20000396907 OF OFFICIAL RECORDS.



SEE SHEET 4



Agenda Item

City Council

Item #: 3.9.

8/26/2025

File #: 25-0467

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Quitclaim of Storm Drain Easement at 2013 North Batavia Street.

2. SUMMARY

Quitclaim of storm drain easement at 2013 North Batavia Street. The Santa Ana Valley Irrigation (SAVI) pipeline no longer exist within the easement and the easement is therefore not needed.

3. RECOMMENDED ACTION

Authorize the Mayor to execute a Quitclaim Deed of the storm drain easement to 2015 N. Batavia Street, LLC, a Nevada Limited Liability Company, at 2013 North Batavia Street (APN 374-651-08).

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Santa Ana Valley Irrigation (SAVI) Company was formed in 1877 to convey water to serve the farmers of Orange and surrounding communities. In 1975, the company was dissolved, and its interests were transferred to the City of Orange. There are approximately 54 miles of known SAVI pipelines in Orange. Most of the larger pipelines have been incorporated into the City's storm drain system.

Staff reviewed the SAVI system and has determined the SAVI pipeline does not exist within the current easement at 2013 North Batavia Steet and the SAVI easement is no longer needed. The 2015 N. Batavia Street, LLC, has requested the vacation of the six-foot wide City SAVI storm drain easement on the south side and east side of the property for a proposed development.

Given that the SAVI storm drain easement is no longer needed, staff recommends approval of the Quitclaim Deed of the storm drain easement to 2015 N. Batavia, LLC at 2013 North Batavia Street.

7. ATTACHMENT

- Quitclaim Deed



Agenda Item

City Council

Item #: 3.9.

8/26/2025

File #: 25-0467

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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7. ATTACHMENT

- Quitclaim Deed

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:
2013 N Batavia St, Orange, CA 92865
A.P.N. 374-651-08

Signature of Declarant or Agent
Determining Tax

City of Orange
Firm Name

Exempt - Recording Requested Under Government Code 6103 & 27383

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Orange, a municipal corporation, as successor in interest to the Santa Ana Valley Irrigation COMPANY does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to 2015 N. BATAVIA STREET, LLC, A NEVADA LIMITED LIABILITY COMPANY, the real property in the CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A",

SEE PLAT MAP ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "B".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

CITY OF ORANGE,
a Municipal Corporation

BY: _____
Daniel R. Slater,
Mayor

R/W Deed # _____

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION
QUITCLAIM PORTION SANTA ANA VALLEY IRRIGATION COMPANY
IRRIGATION PIPELINE EASEMENT

A STRIP OF LAND, 6.00 FEET IN WIDTH, LYING WITHIN THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. LL 85-23, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED JANUARY 22, 1986 AS INSTRUMENT NO. 86-028141, SAID STRIP ALSO BEING A PORTION OF THAT CERTAIN 10-FOOT WIDE IRRIGATION PIPELINE EASEMENT GRANTED TO THE SANTA ANA VALLEY IRRIGATION COMPANY, A CALIFORNIA CORPORATION, AS PER EASEMENT DEED RECORDED NOVEMBER 10, 1960 IN BOOK 5506, PAGES 400 AND 401, ALL OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, NORTH 89°39'00" EAST 6.00 FEET TO A LINE PARALLEL WITH AND DISTANT, 6.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID PARCEL 1;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°21'00" EAST 273.79 FEET TO A LINE PARALLEL WITH AND DISTANT 6.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°20'53" EAST 524.02 FEET TO THE EASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE EASTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY LINE OF SAID PARCEL 1, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°39'07" EAST 6.00 FEET;
2. SOUTH 89°20'53" WEST 519.05 FEET;
3. NORTH 45°30'24" WEST 15.51 FEET;
4. NORTH 00°21'00" WEST 268.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL AREA OF 4,763 S.F. (0.109 ACRES), MORE OR LESS.

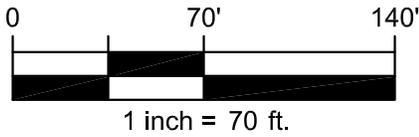
ALSO SHOWN IN EXHIBIT "B" ATTACHED HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

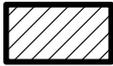
MICHAEL FURLONG, PLS 8899
LICENSE EXPIRES: 12-31-2025

DATE





LEGEND:

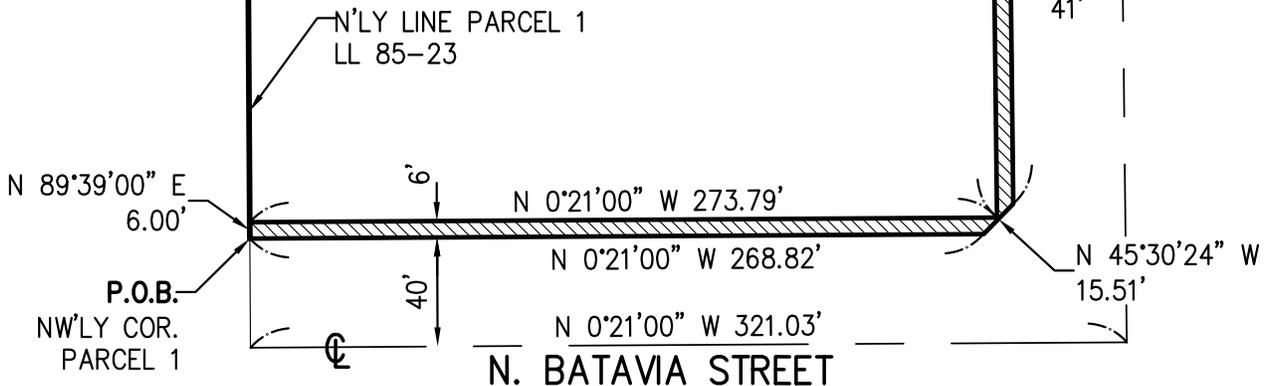


PORTION EXISTING
SANTA ANA VALLEY
IRRIGATION COMPANY
EASEMENT FOR
IRRIGATION PIPELINE
PURPOSES PER
5506/400 O.R. REC.
11/10/1960 TO BE
QUITCLAIMED PER THIS
INSTRUMENT.

P.O.B. POINT OF BEGINNING

(XXX) INDICATES RECORD
DATA PER LOT LINE
ADJUSTMENT NO.
LL 85-23 REC. 01/22/1986
AS INSTRUMENT NO.
86-028141, O.R.

PARCEL 1
LOT LINE ADJUSTMENT
NO. LL 85-23
REC. 01/22/1986
INST. NO. 86-028141 O.R.



2 OF 2	EXHIBIT "B"	TAIT & ASSOCIATES INC. Engineering · Surveying · Environmental 701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705 TEL. (714) 560-8200
	CITY OF ORANGE COUNTY OF ORANGE STATE OF CALIFORNIA	



Agenda Item

City Council

Item #: 3.10.

8/26/2025

File #: 25-0447

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Monica Espinoza, Human Resources Director

1. SUBJECT

Memorandum of Understanding between the City of Orange and the Orange Management Association. Resolution No. 11632.

2. SUMMARY

Resolution No. 11632 establishes a Memorandum of Understanding between the City of Orange and the Orange Management Association for the period of July 1, 2025 through June 30, 2026.

3. RECOMMENDED ACTION

Adopt Resolution No. 11632. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11512 and approving the Memorandum of Understanding between the City of Orange and the Orange Management Association concerning wages, hours, and other conditions of employment effective July 1, 2025, through and including June 30, 2026.

4. FISCAL IMPACT

The total cost for this Memorandum of Understanding is approximately \$158,200 and will be funded through various funds, with 50% to be covered by the General Fund.

5. STRATEGIC PLAN GOALS

Goal 4: Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In March 2025, the City began the collective bargaining process with the Orange Management Association (OMA). The current contract between the parties expired on June 30, 2025.

After nine meetings the parties reached agreement on the terms and conditions of a twelve-month labor contract that includes the following:

TERM	July 1, 2025 - June 30, 2026
COMPENSATION	2.0% Across-the-Board salary increase effective June 29, 2025.

HOLIDAYS	Amend holiday schedule to include Martin Luther King Jr. as a nine-hour observed holiday.
VACATION	Probationary employees accrue vacation but may not use vacation until six months of active service is complete.
HEALTH INSURANCE	Effective January 1, 2026, increase monthly contribution to family coverage tier by \$100.00, to \$2,210.00.
EDUCATIONAL ASSISTANCE AND PROFESSIONAL DEVELOPMENT	Allow utilization of Educational Reimbursement or Professional Development benefit amount interchangeably. Amount remains at \$1,500.00 per fiscal year.
UNIFORM ALLOWANCE	Increase Uniform Allowance for all classifications receiving a clothing reimbursement allowance from \$150.00 to \$300.00 per fiscal year. Add Construction Inspection Supervisor, Facilities Maintenance Supervisor, Senior Landscape Coordinator, Traffic Operations Superintendent, Tree Services Coordinator, and Senior Water Quality Inspector to be eligible for benefit.
WORK SHOE ALLOWANCE	a. Increase benefit amount from \$450.00 to \$500.00 per fiscal year. b. Add classification of Code Compliance Manager to be eligible for this benefit. c. Shift from annual stipend to a voucher system with vendor(s) of the City's choosing.
NO FURLOUGH OR LAYOFF	During the term of this agreement, the City shall not implement any furloughs or layoffs.
PARITY AGREEMENT	Should other non-safety bargaining groups receive across-the-board base salary increases or medical increases, the City shall provide said adjustments to OMA as applicable.
ASSOCIATION RELEASE TIME TRACKING	All Association release time shall be documented on employee timesheets in a manner specified by the City.

LANGUAGE CLEANUP	Parties have agreed to update provisions within the MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.
------------------	---

The Orange Management Association employees took these terms to a vote of their membership and ratified the Tentative Agreement on August 11, 2025. City Council approval is required to finalize this agreement in the form of a Memorandum of Understanding

7. ATTACHMENT

- Resolution No. 11632



Agenda Item

City Council

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UNIFORM ALLOWANCE	Increase Uniform Allowance for all classifications receiving a clothing reimbursement allowance from \$150.00 to \$300.00 per fiscal year. Add Construction Inspection Supervisor, Facilities Maintenance Supervisor, Senior Landscape Coordinator, Traffic Operations Superintendent, Tree Services Coordinator, and Senior Water Quality Inspector to be eligible for benefit.
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NO FURLOUGH OR LAYOFF	During the term of this agreement, the City shall not implement any furloughs or layoffs.
PARITY AGREEMENT	Should other non-safety bargaining groups receive across-the-board base salary increases or medical increases, the City shall provide said adjustments to OMA as applicable.
ASSOCIATION RELEASE TIME TRACKING	All Association release time shall be documented on employee timesheets in a manner specified by the City.

LANGUAGE CLEANUP	Parties have agreed to update provisions within the MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.
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The Orange Management Association employees took these terms to a vote of their membership and ratified the Tentative Agreement on August 11, 2025. City Council approval is required to finalize this agreement in the form of a Memorandum of Understanding

7. ATTACHMENT

- Resolution No. 11632

RESOLUTION NO. 11632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11512 AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE MANAGEMENT ASSOCIATION CONCERNING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT EFFECTIVE JULY 1, 2025, THROUGH AND INCLUDING JUNE 30, 2026

WHEREAS, the City of Orange, hereinafter referred to as "City", and the Orange Management Association, hereinafter referred to as "Association", collectively the "Parties", have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the Parties have reached agreement on wages, hours, and other terms and conditions of employment effective July 1, 2025, through and including June 30, 2026, and the City Council desires to rescind Resolution No. 11512 and amendments thereto for said employees, as set forth in the Memorandum of Understanding, hereinafter referred to as "MOU".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached MOU is approved and incorporated by reference as Exhibit A as fully set forth herein and furthermore, that staff is authorized to adjust the departmental salary and benefit accounts in the FY26 budget to reflect the cost of the contract provisions.

ADOPTED this 26th day of August, 2025

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Wayne W. Winthers, Interim 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 Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 26th day of August, 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A



Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ORANGE

AND

THE ORANGE MANAGEMENT ASSOCIATION

JULY 1, 2025 THROUGH JUNE 30, 2026

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ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution No. 11529 of the City of Orange, hereinafter referred to as the “City” for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act (Government Code Section 3500 et. Seq.), Employer-Employee Relations Resolution No. 11529, or as amended, and this Memorandum of Understanding, hereinafter referred to as the “MOU”, has recognized the Orange Management Association hereinafter referred to as “Association” as the majority representative of the employee classifications listed within Appendix A. As a majority representative, the Association is empowered to act on behalf of all employees who hold positions in classifications covered by this MOU whether or not they are individually members of the Association.

ARTICLE II

NON-DISCRIMINATION

SECTION 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500 et. seq.

SECTION 2. In accordance with Federal and State law, the City and the Association agree that they shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, religion, sex, gender, gender identity, physical or mental disability, medical condition (cancer-related or genetic information), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) or any other lawfully protected class. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with Federal or State anti-discrimination laws.

ARTICLE III

SALARIES

SECTION 1. BASIC COMPENSATION PLAN. A basic compensation plan is established for all employees covered by this MOU who are now employed, or will in the future be employed, in any of the designated classification titles listed in this MOU and its attachments.

SECTION 2. SALARIES. Salaries and their effective dates for employees covered by this MOU are listed in Appendix A. The salary and wage schedules shall constitute the basic compensation plan consisting of six (6) steps or rates of pay in each range. The respective ranges shall be identified by

number and the steps by the letters A to F. The listed salary and wage schedules are based on a forty (40) hour work week.

SECTION 3. HOURLY RATE PART-TIME EMPLOYEES.

- A. For all employees who have a regular weekly work schedule of forty (40) hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by two thousand eighty (2,080) annual hours. The hourly rate for persons employed on a regular part-time or temporary basis in an equivalent classification shall be determined in the same manner. In determining the hourly rate as herein provided, compensation shall be made to the nearest half (½) cent.
- B. Regular part-time employees who are scheduled to work on an average of at least twenty (20) hours per week on a year-round basis may be considered for advancement to the next higher step upon completion of hours of employment equal to the minimum number of months of service required by full-time employees. One thousand forty (1,040) hours of regular part-time employment shall equal six (6) months of service.

SECTION 4. BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the Human Resources Director, such employee may be placed at any step depending upon the employee's qualifications.

SECTION 5. SERVICE. The word "service" as used in this MOU, shall be defined to mean continuous, full-time service in an employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or for any length of time due to discharge eliminates the accumulated length of service time of such employee for the purpose of this MOU. Employees re-entering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES. The following regulations shall govern salary advancement:

- A. Merit Advancement. An employee shall be considered for advancement through the salary range based only on continuous, meritorious, and efficient performance, and continued improvement by the employee in the effective performance of duties. If merited, advancements through the salary range shall occur after the completion of twenty-six (26) pay periods. A merit increase shall become effective on the first day of the pay period following completion of the length of service required for such advancement. Such merit advancement shall require the following:
 - 1) The Department Head shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied

by the Human Resources Director, the reason for the denial will be provided to the Department Head.

- B. Ineligibility for Step Increase/Delay of Step Increase. An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.
- C. Special Merit Advancements. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Department Head may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The Human Resources Director may, on the basis of a Department Head's recommendation, approve and effect such advancement.
- D. Length of Service Required When Advancement is Denied. When an employee is not approved for advancement to the next higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Section 6A.

SECTION 7. REDUCTION IN SALARY STEPS. Any employee who is being paid at a salary step higher than Step A may be reduced by one (1) or more steps for disciplinary reasons, upon the recommendation of the Department Head with the approval of the Human Resources Director.

SECTION 8. BILINGUAL ASSIGNMENT. Employees covered by this Resolution may be assigned by the Department Head, with approval of the Human Resources Director, to a bilingual assignment. The Department Head shall determine the number of bilingual assignment positions which are necessary based upon a demonstrable need and frequency of use. Employees on bilingual assignment shall receive an additional one hundred forty dollars (\$140.00) per month for the duration of the assignment. Employees receiving bilingual assignment compensation may be required to take and pass a proficiency test on an annual or as needed basis as determined by the Human Resources Department. No permanency or seniority may be obtained in a bilingual assignment and such assignment may be revoked at any time by the Human Resources Director or duly authorized designee. Such revocation shall not be subject to the grievance procedures in this MOU. No employee shall be required to perform a Bilingual Assignment on a regular basis or employ bilingual skills on a regular basis who is not receiving bilingual pay pursuant to this section. This form of pay, also referred to as "Bilingual Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for members hired on or after January 1, 2013, as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 9. SHIFT DIFFERENTIAL. The Library Manager I and II and Recreation Services Supervisor, if regularly assigned on a weekly basis to a shift working after 6:00 p.m. and/or on Saturdays, Sundays, or Holidays, shall be eligible to receive an additional one hundred seventy-five dollars (\$175.00) per month on top of base salary for shift differential compensation. This form of pay, also referred to as "Shift Differential," shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable

compensation for PEPRAs Members pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 10. CERTIFICATION PREMIUMS. Employees shall be responsible for submitting proof of completion to the department of their eligibility for specialty pays. The effective date is then applied to the pay period following the employee's submission.

A. California State Water Resources Control Board (SWRCB) Water Distribution Operator Certification:

- i. Employees who possess a Grade II Water Distribution Certificate (D-2) shall receive a flat one hundred dollars (\$100.00) per month premium.
- ii. Employees who possess a Grade III Water Distribution Certificate (D-3) shall receive a flat one hundred fifty dollars (\$150.00) per month premium.

B. California State Water Resources Control Board (SWRCB) Water Treatment Operator Certification:

- i. Employees who possess a Grade II Water Treatment Certificate (T-2) shall receive a flat seventy-five dollars (\$75.00) per month premium.

C. California Water Environment Association (CWEA) Collection System Maintenance Certification:

- i. Employees who possess a CWEA Grade I Collection System Maintenance Certificate shall receive a flat seventy-five dollars (\$75.00) per month premium.
- ii. Employees who possess a CWEA Grade III Collection System Maintenance Certificate shall receive a flat one hundred dollars (\$100.00) per month premium.

D. An employee who possesses two (2) or more of the above certifications is eligible for cumulative premium compensation.

This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for PEPRAs Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

E. National Commission for the Certification of Crane Operators: Public Works' Water Division employees may be assigned at the discretion of the Department Head or authorized designee to perform Crane Operator duties. An employee who possesses an active crane operator certificate issued by National Commission for the Certification of Crane Operators (NCCCO) shall receive fifty dollars (\$50.00) per month during the period of such special assignment. Employees not assigned will not receive this special assignment pay. This form of pay, also referred to as "Heavy/Special Equipment Operator Premium", shall be reported to CalPERS as special

compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for PEPRAs Members pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 11. EDUCATIONAL INCENTIVE PROGRAM. Employees covered by this MOU with postgraduate degrees (i.e. Master's degree or higher) shall be eligible to receive three hundred dollars (\$300.00) per month. Employees shall be responsible for submitting proof of completion to the department of their eligibility for education pays. The effective date is then applied to the pay period following the employee's submission. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for PEPRAs Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

SECTION 12. INCENTIVE PAY PLAN. The City Manager may, for the employees covered by this MOU, put into effect an incentive pay plan; the terms and conditions of which shall be in the full discretion of the City.

ARTICLE IV

WORK WEEK

SECTION 1. The regular work week for all employees covered by this MOU shall be forty (40) hours per week.

SECTION 2. The department shall discuss proposed changes in the established work schedule with the affected employees prior to the implementation of the change.

ARTICLE V

PROBATION

An employee initially appointed or promoted to a classification shall serve a probationary period of twenty-six (26) pay periods during which the employee shall have an opportunity to demonstrate suitability for the job. With the approval of the Human Resources Director, the Department Head may, for just cause, extend the probationary period for up to an additional thirteen (13) consecutive pay periods. The employee shall attain regular status in the classification upon successful completion of the probationary period to the satisfaction of the City. An employee who does not satisfy the standards of the classification during the probationary period shall be notified, in writing, and termination or demotion proceedings shall be initiated. A newly hired probationary employee shall not be entitled to appeal a termination or demotion, except as is provided for by law.

Employees serving an initial probationary period are ineligible to compete for closed/promotional recruitment processes.

ARTICLE VI

PROMOTION

SECTION 1. SALARY STEP ASSIGNMENT. When an employee is promoted to a position of a higher classification, the employee may be assigned to Step A in the appropriate range for the higher classification; provided, however, that if such employee is already being paid at a rate equal to or higher than Step A in the appropriate range for the higher classification, the employee shall be placed in the step in that appropriate salary range as will grant an increase of at least one (1), but no more than three (3) salary steps, at the discretion of the Department Head and the Human Resources Director.

SECTION 2. ELIGIBILITY LIST. When an eligible employee remains in higher bands of a current eligibility list, and a Department Head selects an eligible employee in a lower band, upon request, the eligible employee in the higher band will be notified of reasons for non-selection.

ARTICLE VII

DEMOTION

When an employee is demoted for disciplinary reasons, the employee's new salary rate shall be assigned within the appropriate salary range for the lower classification and the employee's salary rate shall be reduced by at least one (1) step.

ARTICLE VIII

REASSIGNMENT OF COMPENSATION RANGES

SECTION 1. Any employee who is employed in a classification which is allocated to a different pay range shall retain the same salary step in the new range as the employee previously held in the prior range, and shall retain credit for length of service in such step toward advancement to the next higher step; provided:

- A. That if such retention results in the advancement of more than one (1) step in the old pay range, the Human Resources Director may, at the time of reassignment, place the employee in a step which will result in an increase of only one (1) step.
- B. That if the reassignment is to a lower compensation range, the F step of which is lower than the employee's existing rate of pay at the time of reassignment, the employee shall continue to be paid at their existing rate of pay until the position's compensation range allows for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.
- C. That if the reassignment is to a lower compensation range, the F step of which is higher than the existing rate of pay, the employee shall be placed in that step of the lower compensation range which is closest to, but no lower than the existing rate of pay.

ARTICLE IX

WORKING OUT OF CLASS

SECTION 1. The City may work employees out of classification for up to ten (10) consecutive working days without additional compensation.

SECTION 2. ACTING TIME PAY. An employee shall receive acting time pay, as further defined below, at A Step of the higher class, or five percent (5.0%) above the employee's regular salary, whichever is greater, for work performed in the higher classification starting on the eleventh (11th) consecutive working day out of class, and for each consecutive day thereafter an employee works out of class. The Department Head or duly authorized designee shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

- A. Temporary Upgrade Pay. When an employee is working out of classification due to an incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay. Temporary Upgrade Pay, as defined by California Code of Regulations 571(a)(3), is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration."

For Classic Members, the above form of compensation shall be reported to CalPERS as special compensation and therefore compensation earnable. However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation. Temporary Upgrade Pay will not be reported to CalPERS as pensionable compensation for PEPRAs Members.

- B. Out-of-Class Appointment. Out-of-class appointments shall only be made for positions vacated due to voluntary resignation, promotion, demotion, or termination. Government Code Section 20480 of the Public Employees' Retirement Law (PERL) defines an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence (see "Temporary Upgrade Pay" above).

SECTION 3. ELIGIBILITY PERIOD. During the ten (10) consecutive working day eligibility period before an employee is entitled to receive acting time pay, absence for compensatory time and/or vacation shall break consecutiveness and cause the ten (10) consecutive working day eligibility period to start over. Absences for regularly scheduled holidays, regular days off, jury duty, and/or verifiable sick leave shall not constitute a break in consecutiveness for acting pay eligibility.

ARTICLE X

OVERTIME/CALL BACK COMPENSATION

SECTION 1. OVERTIME COMPENSATION. Employees required to perform work beyond their normal shift, shall be paid at straight time on an hour for hour basis or may work a flexible schedule

adjusting their hours of work on an hour for hour basis within the pay period if by mutual agreement to use a flexible schedule between the employee and their supervisor, with the specific limitations to the situations indicated below:

- A. Special events or work performed outside of normal work schedules (i.e., Saturdays, Sundays, and holidays) for which the City is reimbursed.
- B. Special projects requiring significant shift extension work by unit employees may be compensated upon request of the division manager and approval of the Department Head. This would include special studies and attendance at commission or City Council meetings which require the employee to work after the employee's normal shift.
- C. The use of flexible schedules as provided for in this section shall be employed when possible to offset the additional hours the employee is required to work under the situations described herein.
- D. Employees who are assigned to work the Orange International Street Fair (Labor Day Weekend) will receive premium overtime (time and one-half) for hours worked at this event for which the City is reimbursed.
- E. An employee may not work overtime without prior approval from their supervisor.

SECTION 2. CALL BACK COMPENSATION. Employees shall be compensated in cash at the straight time rate for the actual hours of work with a minimum of three (3) hours call back compensation, regardless of whether the employee works less than three (3) hours, under the following circumstances:

- A. When employees are required to report back to work after completing a normal work shift and have left the City premises and/or work location.
- B. For performing all shift extensions required by emergency situations.
- C. For conducting projects and completing tasks which require work on days not part of an employee's regular schedule.

This provision shall be applicable to employees although the employees' regular work week is not completed, but shall not apply to employees who are continuing on duty. All call back assignments are subject to approval of the Department Head or duly authorized designee. Section 4 below denotes compensation provided when an employee is eligible for call back pay and standby pay.

SECTION 3. STANDBY PAY. Employees assigned by Management to standby status after their regular work hours will receive three (3) hours per day (Mondays through Fridays) of standby pay at their straight time hourly rate or four (4) hours per day for Saturdays, Sundays, Holidays, days where the City closes services (i.e., Holiday Closure), and regular days off (i.e., the employee's scheduled Friday off as part of the 9/80 schedule). Employees must be capable of performing all duties that would be required if called back to work.

SECTION 4. CALL BACK PAY PLUS STANDBY PAY. Employees who are called back to work pursuant to Section 2 above, and who are assigned by Management to standby status after their regular

work hours pursuant to Section 3 above, will receive three (3) hours per day (Mondays through Fridays) of standby pay at their straight time hourly rate or four (4) hours per day for Saturdays, Sundays, and Holidays, plus straight time for each hour worked on call back. All actual call back hours worked by an employee on standby shall count as time worked toward the 40 hours for qualifying for straight time overtime.

ARTICLE XI

HOLIDAYS

SECTION 1. HOLIDAY DESIGNATION. Employees covered by this MOU shall receive the following paid nine (9) hour holidays, except for number twelve (12) below:

- 1) January 1st (New Year's Day)
- 2) Third Monday in January (Martin Luther King Jr. Day)
- 3) Third Monday in February (Presidents' Day)
- 4) Last Monday in May (Memorial Day)
- 5) July 4th (Independence Day)
- 6) First Monday in September (Labor Day)
- 7) November 11th (Veterans Day)
- 8) Fourth Thursday in November (Thanksgiving Day)
- 9) Fourth Friday in November (day after Thanksgiving)
- 10) December 24th (Christmas Eve), if it falls on a Monday through Thursday
- 11) December 25th (Christmas Day)
- 12) Eighteen (18) hours of floating holiday time

SECTION 2. FLOATING HOLIDAY. The eighteen (18) hours of floating holiday will accrue at the beginning of the pay period which includes January 1st of each year, and are required to be utilized by December 31st of the year for which it was provided. Unused floating holiday hours shall be forfeited. Employees hired after January 1st of each year shall receive a prorated portion of the eighteen (18) hours. Floating holiday hours shall be taken at the convenience of the City with approval of the Department Head or duly authorized designee.

Employees who terminate employment for reasons other than retirement from the City shall receive any remaining portion of their floating holiday in cash reimbursement.

SECTION 3. HOLIDAYS ON CERTAIN DAYS OF THE WEEK. In the event any of the above holidays fall on a Sunday, except Christmas Eve, the following day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays falls on a Saturday, except Christmas Eve, the preceding Friday will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays falls on an employee's regularly scheduled day off during the week, except Christmas Eve, employees will be credited with nine (9) hours of holiday compensatory time. Accumulated holiday compensatory time must be used by the employee by June 30th of the same fiscal year in which it was accumulated or shall be forfeited.

SECTION 4. ELIGIBILITY TO RECEIVE HOLIDAY PAY. In order to be eligible to receive holiday pay, an employee must have worked, or be deemed to have worked because of a lawful absence, the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, the employee shall not be entitled to holiday pay. Probationary employees are provided with and are eligible to use floating holiday and fixed holiday hours, according to the guidelines established in this Article and/or with approval of the Human Resources Director.

SECTION 5. HOLIDAY DURING VACATION. Should holidays listed above fall during an employee's vacation period while an employee is lawfully absent with pay, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

SECTION 6. LIBRARY OPERATIONS. If Christmas Day or New Year's Day falls on a Sunday, the Library shall be open Monday through Friday during the preceding week of such holiday.

ARTICLE XII

VACATION

SECTION 1. VACATION ACCRUAL. All full-time, regular employees accrue paid vacation in accordance with the following:

Years of Service	Vacation Hours Per Year	Years of Service	Vacation Hours Per Year
1	92	16	176
2	102	17	180
3	112	18	184
4	122	19	188
5	132	20	192
6	136	21	196
7	140	22	200
8	144	23	204
9	148	24	208
10	152	25	212
11	156	26	216
12	160	27	220
13	164	28	224
14	168	29	228
15	172	30 or more	232

SECTION 2. VACATION USAGE AND ACCUMULATION. Vacation shall be taken at the convenience of the City with the approval of the Department Head or duly authorized designee. Where possible, such vacation should be taken annually and not accumulated from year to year. Vacation hours not in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period may be accumulated with the permission of the Department Head and the Human Resources Director. Employees shall not accumulate vacation in excess of the equivalent number of hours earned in

the immediately preceding twenty-four (24) month period. All vacation hours in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period not taken by the employee shall be forfeited. Probationary employees accrue vacation but may not use vacation until six (6) months of active City service is complete, except in the event of a City Hall Holiday Closure, with the approval of the Human Resources Director.

SECTION 3. VACATION CONVERSION. An employee may convert up to fifty percent (50%) of current annual vacation accrual into cash in lieu of time off with pay. An employee requesting such a conversion must meet the eligibility requirements as set forth in Section 2, above, and may so convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty (50%) of the employee's annual accrual. Employees serving their initial probationary period shall not be eligible for vacation conversion.

On or before December 15, 2025, and every December 15th thereafter, a qualified employee who elects to cash out accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The City shall administer the cash out twice annually, starting in June 2026 and every June and December thereafter. The City shall make the cash outs in the second pay period in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

SECTION 4. VACATION PAYOUT UPON TERMINATION. Employees who terminate their employment with the City shall be paid for all accrued vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

ARTICLE XIII

PART-TIME & TEMPORARY EMPLOYEE ELIGIBILITY FOR FRINGE BENEFITS

SECTION 1. DEFINITIONS. Nothing contained herein shall guarantee to any employee a specified number of hours per day or days per week or weeks per year or months per year of work.

- A. Regular part-time employees shall be those employees scheduled in the budget to work 20 or more hours per week on a year-round basis (52 weeks minus approved leave).
- B. Temporary part-time employees shall be those employees scheduled in the budget to work less than 20 hours per week on a year-round basis (52 weeks minus approved leave).
- C. Seasonal employees shall be those employees who are scheduled in the budget to work on less than a year-round basis regardless of hours worked.

SECTION 2. REGULAR PART-TIME EMPLOYEES.

- A. Regular part-time employees shall receive fringe benefits in proportion to the number of hours an employee is scheduled in the City's budget to work, compared to the normal forty (40) hour week

on an annual basis. The annual schedule for all part-time employees shall be the schedule, which is included in the City's approved budget, or a schedule which is designated by Management at the commencement of the employee's employment with the City.

- B. This formula of proration shall apply to holiday pay, vacation, sick leave, medical plan contribution, retirement contribution, and disability insurance.
- C. Regular, part-time employees may receive step increases provided they work the actual number of hours a full-time employee would have had to work in order to be entitled to progress to the next step of the salary range.

SECTION 3. TEMPORARY AND SEASONAL EMPLOYEES. Temporary and seasonal employees shall be entitled to receive no fringe benefits provided for in this MOU or in any resolution of the City, except those stated in Article XVIII, Section 2 of this MOU, or unless otherwise required by Federal and/or State law.

ARTICLE XIV

LEAVES OF ABSENCE

SECTION 1. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following leave without pay procedure shall apply:

- A. After all available leave benefits, including vacation, compensatory time, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Department Head for leave without pay. No such leave will be considered absent a written application from the employee requesting leave.
- B. If the Department Head and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.
- C. An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.
- D. No employment or fringe benefits such as sick leave, vacation, health insurance, retirement, or any other benefits shall accrue to any employee on leave of absence without pay except as denoted under the Family and Medical Leave Act (FMLA) section below. During such leave in excess of five (5) working days, no seniority shall be accumulated.
- E. Subject to and consistent with the conditions of the group health, life or disability plan, coverage may be continued during a leave, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan contribution for employees who are on long-term disability leave.

- F. At the end of such leave, if the employee desires additional leave, written application must be made through the Department Head to the Human Resources Director at least ten (10) days before the end of the six (6) month period, stating the reasons why the additional leave is required and why it would be in the best interests of the City to grant such leave of absence. If such additional leave is merited and would still preserve the best interests of the City, the Human Resources Director may approve such extension of the leave of absence for a period not to exceed an additional six (6) months.
- G. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated employment with the City.
- H. An employee on leave of absence must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.
- I. Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Department Head may be subject to termination.
- J. Any employee who falsifies the reason for the request for said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.
- K. Such leave shall be granted on the same basis for pregnancy, childbirth, and other medically related conditions, except that such an employee shall retain all seniority rights.
- L. Forms setting forth the benefits available or such other pertinent information shall be maintained for distribution in the Human Resources Department.
- M. Management will allow an employee to take a leave of absence without pay during a City Hall Holiday Closure without having to exhaust all accrued leave benefits on the books. During said closure, employees will not see a reduction in benefits, including no loss of eligibility for holiday pay, if leave without pay hours are used during the closure (i.e. the day after Christmas and/or working day before New Year's Day).

SECTION 2. JURY DUTY AND WITNESS SERVICE FOR THE CITY.

- A. Jury Duty. When required to serve on a jury, employees shall have paid time off for a period not to exceed thirty (30) calendar days for each jury duty summons which an employee responds to per calendar year. Employees shall receive their regular pay for the period of actual service required on the jury, provided all jury fees paid to the individual employee are turned over to the City, with the exception of automobile expenses allowed. A full-time employee who works a rotating schedule, who is summoned for jury duty, shall be placed on a day shift until jury duty has concluded; the employee will be excluded from required overtime while performing jury duty.

If an employee is required to call in for jury service and the court does not need the employee's service, the employee is expected to report to work. Once an employee has completed jury service,

the Certificate of Jury Service must be provided to the immediate supervisor to qualify for jury duty compensation.

- B. Witness Service for the City. If an employee is called as a witness, on behalf of the City, the employee shall receive normal pay for time spent by the employee serving as a witness for the City. Employees shall be required to pay any witness fees that accrue to the employee for witness service to the City as a condition of receiving normal pay while serving as a witness for the City.

SECTION 3. MILITARY LEAVE OF ABSENCE. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of Federal and State law, Including Uniformed Services Employment and Re-employment Rights Act (USERRA) and the California Military and Veterans' Code. Employees must provide a copy of their military orders, and Leave and Earnings Statements (LES) if requested, to the Human Resources Department to qualify for a military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

SECTION 4. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

- A. For employees working a regular 40-hour week, eight (8) hours of sick leave will accrue for each month of continuous service. Probationary employees may use accrued sick leave during the probationary period.
- B. All non-benefited employees shall receive sick leave as required by State law.
- C. Sick leave will be charged at the rate of one-quarter ($\frac{1}{4}$) hour for each one-quarter ($\frac{1}{4}$) hour an employee is absent.
- D. Any employee eligible for sick leave with pay may use such leave for the following reasons:
 - 1) Medical, dental, and vision appointments during work hours when authorized by the Department Head or duly authorized designee; and/or
 - 2) Personal illness or physical incapacity resulting from causes beyond the employee's control, in addition to pregnancy, childbirth, and other medically related conditions.
 - 3) For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
- E. Sick Leave Application. Sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family, except as provided in Section 5 or 6 below.
- F. Sick Leave Charged. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one quarter ($\frac{1}{4}$) hour, while additional actual absence of over one-quarter ($\frac{1}{4}$) hour shall be charged to the nearest one-half ($\frac{1}{2}$) hour. Sick leave shall only be used for the purposes stated, and the Department Head shall be responsible for

appropriate use of sick leave by department employees. Employees may, upon prior notice, be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.

- G. Maximum Accumulation of Sick Leave. Employees shall be allowed to accumulate sick leave to a maximum of nine hundred sixty (960) hours. There shall be no accrual of sick leave hours in excess of such maximum.
- H. Retirement from City Service and Entering CalPERS as a Retired Annuitant. Upon retiring from City service and entering CalPERS as a Retired Annuitant, an employee shall receive no pay for the first sixty (60) days of accrued sick leave (0-480 hours), but shall receive twenty-five percent (25%) pay for the first 30 days of accrued sick leave after the first 60 days of accrued sick leave (481-720 hours), and fifty percent (50%) of all accrued sick leave thereafter (721-960 hours). In lieu of receiving pay, 100% of the eligible accrued Sick Leave cashout value upon retirement shall be contributed into the employee's Retirement Health Savings Plan account, in accordance with Article XVI, Section 4, below.
- I. Death of an Employee. Upon the death of an employee while employed by the City, one hundred percent (100%) of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the decedent employee.
- J. Sick Leave Conversion.
 - 1) Eligible employees with sick leave usage of zero (0.0) to thirty-six (36.0) hours per payroll calendar year will have the option to convert up to thirty (30) hours of their unused sick leave to vacation in the first pay period of the following year.
 - 2) Employees with sick leave usage of thirty-six and one-quarter (36.25) to forty-five (45.0) hours per payroll calendar year may convert up to twenty (20) hours of unused sick leave to vacation in the first pay period of the following year.
 - 3) Employees must have a minimum balance of one hundred forty (140) hours of sick leave available after conversion.
 - 4) No hours will be converted to vacation if said vacation conversion places the employee's vacation bank over the maximum allowable accrual. In this case, all sick leave hours eligible for conversion will instead remain in the employee's sick leave account up to the nine hundred sixty (960) hour limit.

SECTION 5. FAMILY LEAVE. In accordance with the California Family Sick Leave and Paid Sick Leave Act, an employee is allowed up to forty-eight (48) hours of family leave per calendar year for family related illness or injury, which shall be charged against the employee's accumulated sick leave. Family as used in this subsection is limited to any relation by blood, marriage, or adoption, who is a member of the employee's household; and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild, or grandparent of the employee, or "designated person" pursuant

to AB 1041, regardless of residence. Benefited part-time employees are allowed to use up to one-half of their annual accrual of sick leave for family leave purposes.

SECTION 6. BEREAVEMENT LEAVE. Regular full-time employees shall be entitled to take up to five (5) days of paid bereavement leave per incident. The following terms and conditions apply:

- A. Bereavement leave may only be used upon the death or critical illness where death appears to be imminent of the employee's immediate family. "Immediate family" as used in this subsection, shall be limited to any relation by blood, marriage, or adoption, who is a member of the employee's household and any parent, legal guardian, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, spouse, registered domestic partner, child, brother, or sister of the employee regardless of residence.
- B. Days of absence due to bereavement leave shall not exceed five (5) working days per incident. An employee on bereavement leave shall inform the immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform the immediate supervisor, within a reasonable period of time, may be cause for denial of bereavement leave with pay for the period of absence.

SECTION 7. WORKERS' COMPENSATION. Employees who incur a work-related injury or illness will be eligible to receive Workers' Compensation benefits according to the State of California's Division of Workers' Compensation (DWC) laws and regulations and benefits provided pursuant to this MOU.

- A. Temporary Disability. An Association employee shall be granted Temporary Disability in accordance with the current State Workers' Compensation laws and regulations. When an Association employee is eligible to receive Temporary Disability payments, the City will contribute additional compensation to allow the employee to receive one hundred percent (100%) of their regular rate of pay, or provide full salary continuance, for the first thirty (30) days starting from the first day of Temporary Disability. The employee will then receive eighty percent (80%) of salary for up to an additional three hundred thirty-five (335) calendar days. Temporary Disability in excess of three hundred sixty-five (365) days will be provided subject to current State Workers' Compensation laws and regulations.
- B. Claims Pending Compensation Determination. When a claim is pending a compensability decision while in a delayed or denied status, and the employee is losing time off from work, the employee can use their own accruals (sick, vacation, compensatory time, etc.). If the claim is accepted, the employee's accruals will be credited based on the dates that meet the Temporary Disability criteria under the State of California's Division of Workers' Compensation.
- C. Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation laws and regulations.
- D. Fringe Benefits. An employee receiving Temporary Disability benefits will continue to receive the City's contribution to the employee's medical, dental, vision, other applicable insurances. If the employee has exhausted Temporary Disability benefits, the employee shall be responsible for paying the full premium for the employee's medical, dental, vision, and other applicable insurances.

- E. An employee receiving temporary disability payments in accordance with the current State of California Division of Workers' Compensation laws and regulations may use a prorated amount of accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero (0). At that time, the employee would commence an unpaid leave of absence.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT (FMLA). Federal and State laws require the City to provide family and medical care leave for eligible employees. The following provisions set forth employee and employer rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the City's Employee Handbook. Any provisions not set forth in the Employee Handbook are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act (FMLA) of 1993 and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA. An employee's request for leave is subject to review and final approval of the Human Resources Director.

- A. Amount of Leave. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.
- B. Calculating the 12-Month Period. The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave an employee is entitled to.
- C. Use of Other Accrued Leaves While on Leave. If an employee requests leave for any reason permitted under the law, the employee must exhaust all accrued leaves (except sick leave) in connection with the leave. This includes vacation, holiday, and other compensatory accruals. If an employee requests leave for the employee's own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust sick leave. The exhaustion of accrued leave will run concurrently with FMLA.
- D. Required Forms. Employees must fill out required forms, available in the Human Resources Department, including: Request for Family Medical Leave; Medical Certification; Authorization for Payroll Deductions for Benefit Coverage Continuation During Family/Medical Care Leave; and Fitness-for-Duty to Return from Leave (if applicable).

SECTION 9. ADMINISTRATIVE LEAVE. Employees will receive forty-five (45) hours of administrative leave each January 1st. Employees hired after January 1st shall receive a prorated portion of the forty-five (45) hours. Administrative leave shall be used in the calendar year in which it accrues; and administrative leave not used in the calendar year in which it is accrued shall be forfeited, with the exception of retirement from City service in which case the remaining balance of Administrative Leave

hours shall be deposited into the Retirement Health Savings Plan account, in accordance with Article XVI, Section 4.

ARTICLE XV

FRINGE BENEFIT ADMINISTRATION

SECTION 1. ADMINISTRATION. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of the MOU.

SECTION 2. SELECTION AND FUNDING. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be no less than those in existence as of implementation of this MOU.

SECTION 3. CHANGES. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided herein occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XVI

HEALTH BENEFITS

SECTION 1. HEALTH INSURANCE. The City contracts with CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. **Flexible Benefits Plan.** The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is one hundred fifty-eight dollars (\$158.00) per month effective January 1, 2025, or one hundred sixty-two dollars (\$162.00) per month effective January 1, 2026. This contribution may be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Single	2-Party	Family
January 1, 2025	\$1,910.00	\$2,010.00	\$2,110.00
January 1, 2026	\$1,910.00	\$2,010.00	\$2,210.00

- B. Any amounts in excess of the amounts designed in Section 1A necessary to maintain benefits under any benefits plans selected by the employee shall be borne by the employee.

- C. An employee cannot be enrolled in the CalPERS Health Benefits Plan if a spouse is enrolled in the same agency or enrolled in an agency with CalPERS Health unless the employee (or the spouse) is enrolled without being covered as a family member.
- D. An employee may waive enrollment in a CalPERS Health Benefits Plan. If an employee waives enrollment, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Director or designee. Based upon determination that group medical insurance coverage is in full force and effect, employees who waive shall receive the following monthly amounts. Employees hired after January 1, 2020 who elect to waive medical insurance shall receive five hundred dollars (\$500.00) per month. Employees with a hire date prior to January 1, 2020 shall receive one thousand six hundred ten dollars (\$1,610.00) per month.
- E. In the event an employee loses group medical insurance (with documentation), the employee must enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) days of losing group medical insurance shall result in the City seeking reimbursement of monthly waiver amounts paid to the employee.
- F. Retired Annuitant Contribution. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of CalPERS to the extent required by law, a contribution of one hundred fifty-eight dollars (\$158.00) per month effective January 1, 2025, or one hundred sixty-two dollars (\$162.00) per month effective January 1, 2026. This contribution may be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

SECTION 2. LIFE INSURANCE. The City shall contribute the full premium toward a seventy-five thousand dollar (\$75,000.00) life insurance policy for each benefited employee.

SECTION 3. LONG-TERM DISABILITY INSURANCE. The City shall provide a long-term disability plan that pays sixty percent (60%) of salary after a sixty (60) day elimination period, to a maximum of seven thousand dollars (\$7,000.00) per month.

SECTION 4. RETIREMENT HEALTH SAVINGS PLAN (RHSP). The City established and approved a Retirement Health Savings Plan for employees covered by this MOU. The City will not contribute to this Plan, as all contributions of the plan will be borne by the employees. All OMA employees are required to participate in the plan by converting the value of the following forms of compensation, on a tax-deferred basis, into their savings account:

- A. One hundred percent (100%) of eligible accrued Sick Leave cashout value upon retirement from City service and entering CalPERS as a retiree in accordance with Article XIV, Section 4H shall be deposited into the employee's Retirement Health Savings Plan account.
- B. One hundred percent (100%) of remaining balance of Floating Holiday hours (up to eighteen (18) hours) upon retirement from City service and entering CalPERS as a retiree shall be deposited into the employee's Retirement Health Savings Plan account.

- C. One hundred percent (100%) of the remaining balance of Administrative Leave hours (up to forty-five (45) hours) upon retirement from City service and entering CalPERS as a retiree shall be deposited into the employee's Retirement Health Savings Plan account.

ARTICLE XVII

EDUCATIONAL ASSISTANCE, PROFESSIONAL DEVELOPMENT, & WELLNESS PROGRAM

Educational Assistance and Professional Development payments to an employee shall not exceed \$1,500.00 in any one (1) fiscal year and the employee must still be employed by the City when the course is completed to qualify for reimbursement. Courses/purchases must be approved in advance by the Department Head and the Human Resources Director prior to registration and/or purchase. Employees with a future separation date on file are ineligible for these benefits.

SECTION 1. EDUCATIONAL ASSISTANCE. The City will reimburse employees for the cost of tuition, textbooks, health fees, lab fees, and parking fees required for approved accredited college courses, as well as job-required licensing, testing, renewal, and registration fees. An approved course is one designated to directly improve the knowledge or skill of the employee relative to the employee's specific job or courses leading to an accredited degree or certificate program. Reimbursement will be based upon the final grade received. A final grade of C or better qualifies an employee for reimbursement up to the amount specified.

SECTION 2. PROFESSIONAL DEVELOPMENT. The City will reimburse employees for materials and activities that aid in an employee's professional development. Reimbursable materials and activities include the following:

- A. Attendance at job-related professional conferences, trainings, and seminars; and
- B. Payment of membership dues in community and professional organizations; and
- C. Purchase of job-related professional journals, books, and other written materials, which further their knowledge and improve their effectiveness in performing their duties.

This professional development benefit encourages employees to voluntarily pursue educational and professional development activities beyond those budgeted by their departments. Costs associated with work travel, lodging, meals (or per diem), parking, or other costs as defined in Article XX of this MOU are ineligible for reimbursement under this section.

SECTION 3. WELLNESS REIMBURSEMENT. The City agrees to allow reimbursement to employees of up to three hundred seventy-five dollars (\$375.00) of the one thousand five hundred dollars (\$1,500.00) allotted per fiscal year towards reimbursement for items A, B and/or C that aid in an employee's wellness. Requests must be approved by the Human Resources Director prior to purchase or participation.

- A. Membership in a health/fitness club

- B. Participation in a weight loss/stop smoking/wellness/fitness program
- C. Fitness/Home gym equipment

The City will not reimburse employees for any of the above listed activities for family/dependent health-related expenses. Employees with a future separation date on file are ineligible for this benefit.

ARTICLE XVIII

RETIREMENT

SECTION 1. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits:

- A. PEPRA Members. Miscellaneous employees who are PEPRA Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. PEPRA Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. PEPRA Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, PEPRA Members shall be subject to the terms and requirements of PEPRA.
- B. Classic Members. Miscellaneous employees who are not defined as PEPRA Members as outlined in Section A above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in California Government Code Section 21354.5. Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. Classic Members shall contribute eight percent (8.0%) of their compensation earnable, on a pre-tax basis.

SECTION 2. PART-TIME EMPLOYEES. Part-time employees not covered under CalPERS shall participate in a defined contribution retirement plan in lieu of Social Security contributions. The City shall contribute three and three-fourths percent (3.75%) of the employee's eligible earnings toward the retirement plan. Part-time employees shall contribute three and three-fourths percent (3.75%) of their eligible earnings toward the retirement plan.

SECTION 3. 1959 CALPERS SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option as set forth in California Government Code Section 21574 for all covered employees. Employees shall pay their two dollar (\$2.00) monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: six dollars (\$6.00) per month. Employees shall pay any portion of the employer portion that exceeds six dollars (\$6.00) monthly.

ARTICLE XIX

MISCELLANEOUS

SECTION 1. RIDESHARE INCENTIVE PROGRAM. An employee may receive thirty dollars (\$30.00) per month and eight (8) hours of paid time off (to a maximum accrual of sixteen (16) hours) every six (6) months for carpooling, using public transportation, biking, walking, or other approved modes of transportation to commute to and from the worksite. To qualify for these incentives, an employee must use one (1) of the above modes of transportation a minimum of seventy percent (70%) of their commuting time.

SECTION 2. UNIFORMS.

- A. The City will purchase uniforms for designated classifications within the Association. Uniform allowance shall be reported to CalPERS for the following classifications, in the amounts specified, per calendar year: Equipment Maintenance Supervisor (\$82.00); Parks Maintenance Supervisor (\$135.00), Public Works Maintenance Supervisor (\$135.00), and Water Maintenance Supervisor (\$135.00). This form of pay, also referred to as “Uniform Allowance”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation. Uniform allowance is not pensionable compensation for PEPRA Members.
- B. All uniforms and/or safety equipment purchased by the City shall remain the property of the City.
- C. Clothing Reimbursement Allowance.
 - 1) Allowance. The City shall contribute up to three hundred dollars (\$300.00) per employee toward a clothing reimbursement allowance per fiscal year. This allowance only applies to the following classifications: Construction Inspection Supervisor, Facilities Maintenance Supervisor, Public Works Maintenance Supervisor, Senior Landscape Coordinator, Senior Water Quality Inspector, Traffic Operations Superintendent, Tree Services Coordinator, and Water Maintenance Supervisor. This form of pay, also referred to as “Uniform Allowance”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation. Clothing Reimbursement Allowance is not pensionable compensation for PEPRA Members.
 - 2) Reimbursement Request. Employees may submit a request for reimbursement once per fiscal year.
 - 3) Clothing. The City shall reimburse employees for the following articles of clothing which are to be worn on the job: blue jeans, white crew socks, white walking socks, and two (2) pairs of shorts per year. The following articles of clothing are not considered reimbursable clothing under this MOU: polo shirts, T-shirts, jackets, windbreakers, dress socks, dress slacks, and other types of clothing not specifically reimbursable under the above guidelines.

SECTION 3. WORK SHOE VOUCHER. Employees in the following classifications are required to wear compression resistant footwear (safety footwear) while on duty in the field shall receive a work shoe voucher of up to five hundred dollars (\$500.00) per fiscal year: Building Inspection Supervisor, Code Compliance Manager, Code Compliance Supervisor, Construction Inspection Supervisor, Environmental Program Manager, Equipment Maintenance Supervisor, Facilities Maintenance Supervisor, Landscape Coordinator, Parks Maintenance Supervisor, Project Development Coordinator, Public Works Maintenance Supervisor, Recreation Services Supervisor, Senior Civil Engineer, Senior Landscape Coordinator, Senior Plan Check Engineer, Senior Water Quality Inspector, Traffic Operations Superintendent, Tree Services Coordinator, Water Maintenance Supervisor, and Water Quality Inspector. In no event shall any employee receive more than five hundred dollars (\$500.00) per year related to safety footwear (e.g., if an employee promotes or moves to a different represented group of employees). Inspection of the worksite will be made on a regular basis to ascertain compliance with the safety shoe program.

SECTION 4. EYEGLASS REPLACEMENT. The City will pay for replacement of employees' eyeglasses that are lost or damaged in the course of their work. Damaged eyeglasses will be turned into the City in order for the employee to be entitled to reimbursement. The City will not reimburse an employee for more than one (1) pair of lost or damaged eyeglasses per fiscal year.

SECTION 5. TOOLS. Employees classified as Equipment Maintenance Supervisor shall provide such tools as are ordinarily used in the trade, which shall be the personal tools of the Equipment Maintenance Supervisor. The City will establish with a vendor an account for said employees who have at least one year of service in such classification. Such employees shall be allowed up to a maximum of one thousand dollars (\$1,000.00) per fiscal year with such vendor in order to replace and maintain the tools necessary for the performance of the employee's job duties. The City shall bear no liability or responsibility for such tools except as provided in this Section.

SECTION 6. DIRECT DEPOSIT. City employees are required to participate in the City's direct paycheck deposit program.

ARTICLE XX

TRAVEL EXPENSE ALLOWED

SECTION 1. MILEAGE REIMBURSEMENT. Expense claims for an employee's use of personal automobiles in the course of their work must be authorized and submitted through the Department Head to the Accounts Payable Division of the Finance Department for reimbursement. Reimbursement will occur at the rate per mile allowed under the current IRS regulations.

SECTION 2. OUT-OF-CITY TRAVEL. Out-of-City travel must be pre-approved by the Department Head and City Manager. If the estimated expense of contemplated travel out of the City is too great to expect the employee to finance the trip and be reimbursed upon return, the City Manager may authorize advance payment of the estimated amount of the travel expense to the employee.

A. Economy class airfare will be considered standard for out-of-town travel.

B. Use of personal automobiles for out-of-City trips, within the State, may be approved by the City Manager when use of commercial transportation is not available or practical. If an employee prefers to use a personal vehicle, the employee may be reimbursed mileage expenses as long as the expenses do not exceed the amount of the cost of the commercial transportation.

1) The rate per mile allowed under the current IRS regulations shall be approved for use of personal cars when City cars are not available.

SECTION 3. TRANSPORTATION AND EXPENSE CHARGES. Subject to pre-approval by the Department Head and City Manager, expenses for air, rail, or public transportation will be allowed whenever such transportation is necessary to conduct City business. In addition, the following expenses and charges will be allowed, whenever necessary, for conducting City business.

A. Expense will be allowed for adequate lodging. Hotel accommodations shall be appropriate for the purpose of the trip, and must be approved by the Department Head.

B. Telephone charges will be allowed for official calls.

C. Expenses for meals will be reimbursed according to Administrative Policy Number 4.13.

ARTICLE XXI

SAFETY & HEALTH

SECTION 1. The City and its employees agree to comply with all applicable Federal, State, and local laws as well as any City policies which relate to health and safety. In addition, the City and the Association agree to actively pursue the continuation of safe working procedures and environments.

SECTION 2. SAFETY EQUIPMENT. All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the City.

ARTICLE XXII

CITY MANAGEMENT RIGHTS & RESPONSIBILITIES

SECTION 1. The City reserves, retains, and is vested with, solely and exclusively, all rights and responsibilities of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights and responsibilities existed prior to the execution of this MOU. The sole and exclusive rights and responsibilities of Management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following:

A. To manage the City generally and to determine issues of policy.

B. To determine the existence or non-existence of facts which are the basis of Management decisions.

- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine the methods of financing.
- F. To determine the types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work, economic conditions, or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- M. To determine job classifications and to reclassify employees and to determine the job classifications to be assigned to the Association.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish, modify, and promulgate reasonable rules and regulations which are not in contravention with this MOU to maintain order and safety in the City.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

SECTION 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact a significant number of employees of the Association, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU or in Personnel Rules and Salary Resolutions and Administrative Code, which are incorporated in this MOU. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XXIII

EMPLOYEE ORGANIZATION RIGHTS & RESPONSIBILITIES

SECTION 1. ASSOCIATION DUES DEDUCTIONS. The City shall deduct Association dues from employee paychecks on a bi-weekly basis. The City shall process these deductions based on the information certified to be current by the Association. The total amount of deductions shall be remitted by the City to the Association within ten (10) calendar days of each applicable payday.

SECTION 2. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

ARTICLE XXIV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE. A grievance shall be defined as a timely complaint by an employee or group of employees of OMA concerning the interpretation or application of specific provisions of this MOU or of the Rules and Regulations governing personnel practices or working conditions of the City. An employee complaint concerning the employee's own discipline shall be processed in accordance with Article XXV. The grieving party must state in writing the remedy sought to resolve the grievance.

SECTION 2. BUSINESS DAYS. Business days are days on which the City's administrative offices are open.

SECTION 3. TIME LIMITS FOR FILING WRITTEN FORMAL GRIEVANCES. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this Section shall automatically move the grievance to the next level in the Grievance Procedure.

The grieving party may request the assistance of the Association in presenting a grievance at any level of review or may represent themselves.

SECTION 4. INFORMAL GRIEVANCE PROCESS. An employee must first attempt to resolve a grievance on an informal basis by discussion with the immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the division head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than ten (10) business days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance and the filing of a written formal grievance with the Human Resources Director, with a copy to the Department Head in which the employee works. Should the grievant fail to file a written grievance within ten (10) business days from the date of the incident giving rise to the grievance, or when grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

SECTION 5. FORMAL GRIEVANCE PROCESS, HUMAN RESOURCES DIRECTOR, DEPARTMENT HEAD. If the grievance is not resolved through the informal process, and the written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Human Resources Director and the Department Head. The Human Resources Director and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within ten (10) business days after receiving the grievance.

SECTION 6. FORMAL GRIEVANCE PROCESS, CITY MANAGER. If the grievance is not resolved in Section 5 above, or if no answer has been received from the Human Resources Director and Department Head within ten (10) business days from the presentation of the written grievance to the Human Resources Director and Department Head, the grievant may present a written grievance to the City Manager, or a duly authorized representative, for determination. Failure of the grievant to take this action shall constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last Management grievance response. The City Manager, or duly authorized representative, shall render a final decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten (10) business days after receiving the grievance. After this procedure is exhausted, the grievant, OMA, and the City shall have all rights and remedies to pursue said grievance under the law. The City shall instruct its supervisors on the proper use and implementation of this grievance procedure and every reasonable effort shall be made by the employee and the supervisor to resolve the grievance at the informal step.

ARTICLE XXV

DISCIPLINARY APPEALS PROCEDURE

SECTION 1. DISCIPLINARY APPEALS. Any employee who has obtained regular status, and any promotional probationary employee, shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The right to appeal shall not apply to probationary, non-benefited part-time, temporary, or seasonal employees covered by this MOU. Verbal or written reprimands, probationary demotions, performance evaluations, and denial of merit increases are not subject to appeal.

However, an employee may submit a written rebuttal to any verbal or written reprimand. In addition, the employee may also request said reprimand be withdrawn from their official Personnel record after one (1) year. However, such removal shall be at the sole, non-grievable complete discretion of the Human Resources Director.

SECTION 2. MANAGER’S FORMAL DISCIPLINARY APPEALS PROCESS. An employee desiring to appeal a supervisor/manager’s decision to take disciplinary action shall have up to ten (10) business days after receipt of the notice of intent to discipline to file either a verbal or written appeal to the Department Head. If, within the appeal period, the employee does not file an appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final and shall take effect as prescribed. If the employee does file a notice of appeal within the appeal period, the Department Head shall consider the merits of said appeal prior to implementation of any disciplinary action. In the event the Department Head upholds the disciplinary action, said action shall be implemented immediately.

An employee may appeal the Department Head’s decision to the City Manager or duly authorized designee, as long as such authorized designee is not a manager from the department of the employee filing said appeal. An employee may appeal any termination, suspension, reduction in salary, or non-probationary demotion to the City Manager or duly authorized designee. Any request for an appeal to the City Manager shall be submitted in writing to the Human Resources Department within ten (10) business days of the Department Head’s decision. Failure to do so shall render the discipline final and constitute a waiver of any further administrative or judicial appeals. The appeal to the City Manager may be either in the form of a written appeal or an oral presentation. Termination, suspensions without pay in excess of eighty (80) hours, or non-probationary demotion appeals may be further processed in accordance with the provisions of Section 3 below.

SECTION 3. FORMAL PROCESS FOR TERMINATIONS, SUSPENSIONS WITHOUT PAY IN EXCESS OF 80 HOURS, OR NON-PROBATIONARY DEMOTION - ADVISORY HEARING OFFICER. A non-probationary employee may request a full evidentiary hearing within fifteen (15) business days of the date of any notice of termination, suspension without pay in excess of eighty (80) hours, or non-probationary demotion. Failure to request a hearing within the fifteen (15) day period constitutes a waiver of the hearing. In lieu of a hearing, an employee who wishes to appeal one of these types of disciplinary action may submit a written response to the City Manager within the fifteen (15) day period. Requests for extensions to file a written response must be made within the fifteen (15) day period, and may be granted at the sole, non-grievable discretion of the City Manager or duly authorized designee. If a hearing is requested to challenge the imposition of termination, suspension without pay in excess of eighty (80) hours, or non-probationary demotion, a full evidentiary hearing shall be held by the City Manager or duly authorized designee, or at the employee’s request, by a Hearing Officer who shall render an advisory decision to the City Manager.

If the parties cannot agree on the identity of the Hearing Officer, the parties shall procure from the State Mediation and Conciliation Service a list of seven (7) qualified Hearing Officers. Each party shall alternately strike one (1) name from the list until only one (1) person remains, who shall be the Hearing Officer. The determination as to which party strikes first shall be made on a random basis.

- A. Fees for retaining the Hearing Officer and other costs related to conducting the hearing, for example employing a court reporter, shall be shared equally by the City and the employee. The

City and the employee shall each be responsible for securing and paying for their respective representation at the hearing, if any.

- B. The Hearing Officer shall determine whether good cause exists for the imposition of the termination, suspension without pay in excess of eighty (80) hours, or non-probationary demotion, and, if not, the appropriate degree of discipline. The advisory decision of the Hearing Officer is remitted to the City Manager for final disposition.
- C. The City Manager, or duly authorized designee, shall render a final decision on the Hearing Officer's comments and recommendation, in writing, and return them to the employee within ten (10) business days after receiving the Hearing Officer's advisory findings.
- D. After this procedure is exhausted, the employee and the City shall have all rights and remedies to pursue said appeal under the law.

ARTICLE XXVI

NO STRIKE-NO LOCKOUT

SECTION 1. PROHIBITED ASSOCIATION CONDUCT. The Association, its officers, agents, representatives and members agree that during the term of this MOU, they will not cause, or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

SECTION 2. PROHIBITED CITY CONDUCT. The City agrees that it shall not lock out its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

SECTION 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

SECTION 4. In addition to any other lawful remedies or disciplinary actions available to the City, if OMA fails, in good faith, to perform all responsibilities listed in Section 5A below, the City may suspend any and all of the rights and privileges accorded to OMA under the Employee Relations Resolution in this MOU, including, but not limited to, suspension of recognition of OMA grievance procedure, right of access, the use of the City's bulletin boards, and facilities.

SECTION 5. ASSOCIATION RESPONSIBILITY.

- A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful, and they should immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

- B. If the Association performs all responsibilities set forth in Section A above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of Section 1 above.

ARTICLE XXVII

ASSOCIATION RELEASE TIME

Upon request and with prior approval by the City, employees elected to the Association Board will be granted release time to perform Association functions. All Association release time must be fully documented on employee timesheets in a manner specified by the City.

ARTICLE XXVIII

LAYOFF PROCEDURE

When a layoff or reduction in force is necessary, the layoff procedures set forth in Resolution No. 8176, as incorporated below, shall be used as the established layoff policy and procedure.

SECTION 1. PURPOSE. The purpose of this policy is to establish and communicate the City's procedures when a layoff or reduction in force is necessary.

SECTION 2. SCOPE. All Association employees are subject to reduction in force at the direction of the City Manager or duly authorized designee.

SECTION 3. POLICY. The City retains the right to abolish any position, reduce the workforce and layoff employees when it becomes necessary due to economic conditions, organizational changes, lack of work, or because the necessity for a position no longer exists. Whenever possible, the City will advise OMA of their intent at least ten (10) calendar days in advance of the effective date. The City's layoff policy provides the following criteria to be followed during a reduction in force.

SECTION 4. PROCEDURE.

- A. **Order of Reductions in Force (Layoff and Demotion).** Within a department and by classification, the order of layoff or demotion shall be as follows:
- 1) Temporary employees (19 hours or less)
 - 2) Initial probationary employees
 - 3) Regular part-time employees (20 or more hours, but less than 40 hours)
 - 4) Promotional probationary employees (40 hours)
 - 5) Regular full-time employees (40 hours)

For purposes of this procedure, the Water Division will be considered a department.

B. Layoffs.

- 1) Layoffs shall be based on City-wide seniority, except, negative performance during the past five (5) years will be considered to determine the order of layoff. Negative performance and disciplinary actions will include the following:
 - a) Denial of merit increases
 - b) Suspension without pay
 - c) Extensions of probationary periods
 - d) Disciplinary demotions to lower level positions
 - e) Disciplinary reductions in pay
 - f) Performance evaluations containing significant, negative written comments indicating improvement needed and warning of further consequences to follow if improvement fails to occur

One (1) negative disciplinary action decreases the employee's seniority by one (1) year per occurrence and by two (2) years for additional occurrences, for a total possible reduction of nine (9) years.

- 2) The order of layoff shall be established by the Human Resources Director, including seniority and results of review of performance evaluations and prior disciplinary actions.
- 3) The order of layoff will be from the least senior employee as determined by the procedure above.
- 4) Prior to the establishment of the final order of layoff, the Human Resources Director shall furnish affected employees with a copy of the "Proposed Order of Layoff". Notice will be hand delivered to employees whenever possible, though alternative forms of notice may be utilized.
- 5) If the employee wishes to contest the application of the criteria set forth in this policy to the employee's position on the list, the employee may appeal with any supporting materials to the Human Resources Director. This request should be directed to the Human Resources Director within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process, so long as it does not cause undue delay.
- 6) After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Human Resources Director or a duly authorized designee shall establish the "Final Order of Layoff" list. The decision of the Human Resources Director or an authorized designee shall be final and not subject to the grievance process or further appeal.

C. Written Notice.

Employees to be laid off shall be provided written notice at least ten (10) calendar days in advance of the layoff date. Notice will be hand delivered to the employee whenever possible. If personal

delivery is not possible, the notice will be sent by certified mail to the employee's last known residential address.

D. Transfer or Demotion In Lieu of Layoff.

- 1) Whenever employees are to be laid off, they may transfer or demote to another vacant position in their own department or other departments providing that:
 - a) The positions are at the same or lower level;
 - b) Positions are authorized, budgeted, and the City intends to fill the vacancies; and
 - c) The employee meets the qualifications of the new position as determined by the Human Resources Director.

- 2) Whenever employees are to be laid off, they may demote to lower level filled positions within their department providing they:
 - a) Formerly held or supervised the lower-level position within the classification series;
 - b) Meet or can reasonably meet qualifications for the new position as determined by the Human Resources Director;
 - c) Possess greater seniority to displace a lower level worker; and
 - d) Request in writing a demotion to the previously held or previously supervised position within seven (7) calendar days of receiving the notice of layoff.

A voluntary demotion shall not reflect as a negative action in the employee's personnel file.

E. Re-employment Lists.

- 1) Regular employees in good standing who are laid off or demoted shall have their name placed on a departmental re-employment list for the last classification previously held. Names shall be placed on the list in inverse order of seniority (last released - first re-hired). Vacancies the department desires to fill will be offered first to eligibles on the departmental reemployment list.

- 2) Other hiring departments who have vacancies the City desires to fill will give priority consideration to those employees whose names appear on the re-employment list. If these employees are not selected for rehire, the reason for non-selection must be approved by the Human Resources Director.

- 3) Names of qualified individuals shall remain on reemployment lists for a period not to exceed two (2) years from the date of layoff. Individuals who qualify for rehire but do not respond to written notification to the last known address on file within 10calendar days or who refuse two (2) job offers shall have their names removed from the re-employment list. Once rehired, employee names are removed from all re-employment lists.

SECTION 5. NON-DISCRIMINATION IN REDUCTION IN FORCE. Layoffs and demotions, which result from a reduction in force, shall be made without regard to an employee's actual or perceived race, color, national origin, religion, sex, gender identity, physical or mental disability, medical condition

(cancer-related or genetic information), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, service in the uniformed services (as defined by the Uniformed Services Employment and Re-employment Rights Act of 1994), or any other lawfully protected class.

ARTICLE XXIX

SCOPE & APPLICATION OF MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements including Side Letter Agreements, Letters of Understanding, Memoranda of Understanding, contrary salary and/or personnel resolutions, Administrative Codes, past practices, or provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with Federal or State law.

ARTICLE XXX

WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this MOU, the parties mutually agree that they will not seek to change, negotiate, or bargain with regard to wages, hours, benefits, and terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE XXXI

EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as force majeure, fire, flood, wind, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the MOU during the course of the emergency.

ARTICLE XXXII

MEMORANDUM OF UNDERSTANDING TERMS SEVERABLE

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by enactment of Federal or State legislation, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

ARTICLE XXXIII

TERM OF MEMORANDUM OF UNDERSTANDING, NO LAYOFF OR FURLOUGH, & PARITY AGREEMENT

SECTION 1. TERM. The term of this MOU shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2026.

SECTION 2. NO LAYOFF OR FURLOUGH. During this term of the agreement, the City shall not impose furloughs, reductions in work hours, or layoffs on any OMA represented employees. This provision shall sunset on June 30, 2026 and will no longer be applicable after this date.

SECTION 3. PARITY AGREEMENT – SALARY. During the term of this agreement, if the International Brotherhood of Electrical Workers (IBEW) – Maintenance and Crafts and/or the International Brotherhood of Electrical Workers (IBEW) – Water receive across the board base salary increases greater than what was afforded to OMA, the City shall provide said adjustments to OMA as applicable.

SECTION 4. PARITY AGREEMENT – SECTION 125 FLEXIBLE BENEFITS PLAN (MEDICAL). During the term of the agreement, should both parties agree that IBEW – Maintenance and Crafts and/or IBEW – Water receive a comprehensive value greater than what was afforded to OMA based on a comprehensive tentative agreement and/or executed LOU/MOU, the City shall provide additional adjustments to OMA as applicable.

ARTICLE XXXIV

RATIFICATION & EXECUTION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by OMA and adopted by the City Council of the City of Orange. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and OMA and entered into this 26th day of August, 2025.

CITY OF ORANGE

By: _____
Monica Espinoza, Human Resources Director

By: _____
Trang Nguyen, Finance Director

By: _____
Cody Kleen, Assistant Human Resources Director

By: _____
Erin Hodges, Sr. Human Resources Analyst

By: _____
Shelby Alley, Human Resources Analyst II

ORANGE MANAGEMENT ASSOCIATION

By: _____
Michelle Rubio, OCEA Sr. Labor Relations Rep.

By: _____
Lisa Tamburelli, President

By: _____
Dwight Gish, Vice President

By: _____
Lisa Aduna, Treasurer

By: _____
Kirk Wudzke, Secretary

By: _____
Enrique Pivaral, Co-Director at Large

By: _____
Rick Pearson, Co-Director at Large

APPROVED AS TO FORM:

By: _____
Wayne W. Winthers, Interim City Attorney

APPENDIX A

ORANGE MANAGEMENT ASSOCIATION MONTHLY SALARY RANGES

EFFECTIVE DECEMBER 31, 2023

5.5% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Building Inspection Supervisor	601	7145	7510	7892	8295	8718	9162
Code Compliance Manager	645	8898	9354	9829	10330	10858	11411
Code Compliance Supervisor	601	7145	7510	7892	8295	8718	9162
Construction Inspection Supervisor	590	6764	7109	7470	7852	8253	8673
Development Project Manager	602	7181	7548	7931	8336	8762	9208
Digital Marketing Coordinator	576	6308	6629	6968	7323	7696	8089
Environmental Program Manager	654	9307	9783	10280	10805	11357	11934
Equipment Maintenance Supervisor	600	7110	7473	7853	8254	8675	9116
Facilities Maintenance Supervisor	590	6764	7109	7470	7852	8253	8673
Finance Coordinator	577	6339	6663	7002	7359	7735	8129
Finance Supervisor	597	7004	7362	7736	8131	8546	8981
Historic Preservation Planner	625	8054	8465	8895	9350	9828	10328
Information Technology Specialist	576	6308	6629	6968	7323	7696	8089
Information Technology Supervisor	601	7145	7510	7892	8295	8718	9162
Landscape Coordinator	602	7181	7548	7931	8336	8762	9208
Legal Assistant	549	5513	5795	6089	6401	6727	7070
Library Manager I	605	7289	7662	8051	8462	8894	9347
Library Manager II	615	7662	8054	8463	8895	9349	9825
Library Tech & Support Services Mgr	615	7662	8054	8463	8895	9349	9825
Parks Maintenance Supervisor	590	6764	7109	7470	7852	8253	8673
Payroll Specialist	569	6091	6402	6728	7072	7432	7811
Permit Supervisor	590	6764	7109	7470	7852	8253	8673
Project Development Coordinator	602	7181	7548	7931	8336	8762	9208
Public Works Maintenance Supervisor	590	6764	7109	7470	7852	8253	8673
Records Coordinator ¹	562	5882	6182	6498	6829	7177	7543
Recreation Services Supervisor	595	6935	7289	7659	8050	8461	8892
Senior Accountant	593	6865	7217	7583	7971	8378	8804
Senior Buyer	577	6339	6663	7002	7359	7735	8129
Senior Civil Engineer	654	9307	9783	10280	10805	11357	11934
Senior Contract Administrator	622	7934	8340	8763	9211	9681	10174
Senior Fire Inspection Specialist	611	7510	7895	8296	8719	9164	9631
Senior GIS Analyst	645	8898	9354	9829	10330	10858	11411

APPENDIX A (CONTINUED)

**ORANGE MANAGEMENT ASSOCIATION
MONTHLY SALARY RANGES**

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior Landscape Coordinator	622	7934	8340	8763	9211	9681	10174
Senior Legal Assistant	569	6091	6402	6728	7072	7432	7811
Senior Payroll Specialist	579	6403	6729	7073	7433	7812	8211
Senior Plan Check Engineer	654	9307	9783	10280	10805	11357	11934
Senior Planner	625	8054	8465	8895	9350	9828	10328
Senior Water Quality Inspector	590	6764	7109	7470	7852	8253	8673
Traffic Operations Superintendent	610	7473	7855	8254	8676	9119	9583
Tree Services Coordinator	602	7181	7548	7931	8336	8762	9208
Water Maintenance Supervisor	590	6764	7109	7470	7852	8253	8673
Water Quality Inspector	570	6121	6434	6762	7107	7469	7850

1. *Classification of Records Coordinator established effective March 10, 2024 pursuant to City Council FY 24 mid-year budget adoption and Resolution No. 11531.*
2. *Classification of Real Property Agent eliminated effective March 10, 2024 pursuant to Resolution No. 11531.*

APPENDIX A (CONTINUED)

**ORANGE MANAGEMENT ASSOCIATION
MONTHLY SALARY RANGES**

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Building Inspection Supervisor	605	7289	7662	8051	8462	8894	9347
Code Compliance Manager	649	9078	9542	10027	10539	11077	11641
Code Compliance Supervisor	605	7289	7662	8051	8462	8894	9347
Construction Inspection Supervisor	594	6900	7253	7621	8010	8419	8848
Development Project Manager	606	7325	7700	8091	8504	8938	9394
Digital Marketing Coordinator	580	6435	6763	7108	7470	7851	8252
Environmental Program Manager	658	9494	9980	10487	11022	11585	12175
Equipment Maintenance Supervisor	604	7253	7624	8011	8420	8850	9300
Facilities Maintenance Supervisor	594	6900	7253	7621	8010	8419	8848
Finance Coordinator	581	6467	6796	7144	7508	7890	8293
Finance Supervisor	601	7145	7510	7892	8295	8718	9162
Historic Preservation Planner	629	8216	8636	9074	9538	10025	10535
Information Technology Specialist	580	6435	6763	7108	7470	7851	8252
Information Technology Supervisor	605	7289	7662	8051	8462	8894	9347
Landscape Coordinator	606	7325	7700	8091	8504	8938	9394
Legal Assistant	553	5624	5911	6212	6529	6862	7212
Library Manager I	609	7436	7816	8213	8633	9073	9535
Library Manager II	619	7817	8216	8633	9074	9538	10023
Library Tech & Support Services Mgr	619	7817	8216	8633	9074	9538	10023
Parks Maintenance Supervisor	594	6900	7253	7621	8010	8419	8848
Payroll Specialist	573	6214	6530	6864	7214	7582	7969
Permit Supervisor	594	6900	7253	7621	8010	8419	8848
Project Development Coordinator	606	7325	7700	8091	8504	8938	9394
Public Works Maintenance Supervisor	594	6900	7253	7621	8010	8419	8848
Records Coordinator	566	6001	6307	6629	6966	7322	7695
Recreation Services Supervisor	599	7074	7436	7814	8213	8632	9071
Senior Accountant	597	7004	7362	7736	8131	8546	8981
Senior Buyer	581	6467	6796	7144	7508	7890	8293
Senior Civil Engineer	658	9494	9980	10487	11022	11585	12175
Senior Contract Administrator	626	8094	8507	8940	9397	9877	10379
Senior Fire Inspection Specialist	615	7662	8054	8463	8895	9349	9825

APPENDIX A (CONTINUED)

**ORANGE MANAGEMENT ASSOCIATION
MONTHLY SALARY RANGES**

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior GIS Analyst	649	9078	9542	10027	10539	11077	11641
Senior Landscape Coordinator	626	8094	8507	8940	9397	9877	10379
Senior Legal Assistant	573	6214	6530	6864	7214	7582	7969
Senior Payroll Specialist	583	6531	6865	7215	7583	7970	8377
Senior Plan Check Engineer	658	9494	9980	10487	11022	11585	12175
Senior Planner	629	8216	8636	9074	9538	10025	10535
Senior Water Quality Inspector	594	6900	7253	7621	8010	8419	8848
Traffic Operations Superintendent	614	7624	8014	8421	8851	9302	9776
Tree Services Coordinator	606	7325	7700	8091	8504	8938	9394
Water Maintenance Supervisor	594	6900	7253	7621	8010	8419	8848
Water Quality Inspector	574	6245	6563	6898	7250	7620	8008



Agenda Item

City Council

Item #: 8.1.

8/26/2025

File #: 25-0271

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

Public Hearing to consider Introduction and First Reading of an ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant, subject to special use regulations; and finding of California Environmental Quality Act (CEQA) exemption. Ordinance No. 13-25.

2. SUMMARY

The proposed Ordinance amends certain provisions of Title 17 (Zoning Ordinance) of the Orange Municipal Code (OMC) to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted land use in certain zoning districts, subject to special use regulations. In these instances, a conditional use permit would no longer be required.

3. RECOMMENDED ACTION

1. Conduct and close the public hearing.
2. Introduce and conduct First Reading of Ordinance No. 13-25. An Ordinance of the City Council of the City of Orange amending Title 17 (Zoning) of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts subject to special use regulations.
3. Find the ordinance categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Sections 15061(b)(3).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

2.12: Update Zoning Ordinance for process clarity and improve efficiency for new businesses.

6. DISCUSSION AND BACKGROUND

The City of Orange has historically regulated the on-site sale and service of alcoholic beverages at a restaurant through the conditional use permit (CUP) process, which requires a discretionary review by the Planning Commission in order to operate with the sale and service of alcoholic beverages. The CUP entitlement process has imposed risk, time, and cost burdens on restaurant operators, particularly those for whom alcohol service is a customary, incidental component of their dining experience. The proposed ordinance removes unnecessary entitlement hurdles for responsible

operators by establishing an administrative review process for those restaurants agreeing to operate under a prescribed set of special use regulations. This administrative process eliminates the need for a discretionary review by the Planning Commission and related public notification. This streamlined process aims to promote an expedited business practice, reduce administrative burden, and encourage the development of a vibrant restaurant scene aligned with the City's economic development goals.

Special Use Regulations

The special use regulations are the same as those the City has historically placed on restaurants as conditions of approval through the CUP process, and will now be applied in a more efficient, predictable format. The ordinance is not applicable to bars, nightclubs, off-sale establishments, or any restaurants that are unable to conform to the special use regulations.

To qualify, a restaurant must meet the State definition of a "bona fide public eating place," which includes operating a full kitchen and regularly serving meals. In place of the CUP, applicants would apply for an Alcohol Exemption Permit, or AEP, and agree to comply with a comprehensive list of special use regulations. These include limits on hours of operation, prohibitions on live entertainment and dance floors, and requirements for security lighting, cameras, and operational plans. Restaurants must also maintain food sales as their primary revenue source, and their compliance may be reviewed annually by both the Community Development Director and/or the Police Chief or designees. Importantly, any business seeking to provide the sale and/or service of alcohol that does not wish to meet the special use regulations may still apply for a traditional CUP with a discretionary review by Planning Commission at a public hearing.

Sensitive Receptors

The proposed ordinance takes into consideration the potential for alcohol sales in proximity to sensitive receptors. Specifically, Section 17.30.025.A.26 of the proposed ordinance provides a separation requirement from sensitive receptors, and states, "Alcohol service is not allowed for outdoor dining areas that are located within 100 feet of a sensitive receptor (residential uses, schools, parks, or religious institutions), where the outdoor dining area is oriented to face such sensitive receptor."

Planning Commission Action

The Planning Commission conducted a public hearing on the proposed ordinance on June 2, 2025. At that time the Commission requested clarification on the administration of the alcohol exemption permit, as well as additional content related to the proposed operating condition addressing the prohibition of generic drink specials or happy hours given that this is a common offering at Orange restaurants, and continued the hearing to July 7, 2025, in order for staff to give further consideration to this topic. At the July 7, 2025, Planning Commission meeting, the Commission voted 5-2 to recommend that the City Council adopt the draft ordinance, with the only modification being the removal of Condition #20, which is the prohibition of generic drink specials or happy hour promotions (Section 17.30.025.A.20). If the City Council moves to approve this ordinance and chooses to accept this modification by Planning Commission, it would need to be included in their motion to approve the ordinance.

7. ENVIRONMENTAL REVIEW

The proposed project is not subject to the provisions of the California Environmental Quality Act

(CEQA) pursuant to (1) Section 15061(b)(3) of the state CEQA Guidelines (Common Sense Exemption) because it can be seen with certainty that there is no possibility that it would have a significant effect on the environment.

8. ATTACHMENTS

- Attachment 1 - Ordinance No. 13-25 (Clean)
- Attachment 2 - Ordinance No. 13-25 (Redlined)
- Attachment 3 - Planning Commission Staff Report, June 2, 2025
- Attachment 4 - Planning Commission Staff Report, July 7, 2025
- Attachment 5 - Planning Commission Meeting Minutes, June 2, 2025
- Attachment 6 - Planning Commission Meeting Minutes, July 7, 2025



Agenda Item

City Council

Item #: 8.1.

8/26/2025

File #: 25-0271

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

Public Hearing to consider introduction and First Reading of an ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant, subject to special use regulations; and finding of CEQA exemption. Ordinance No. 13-25.

2. SUMMARY

The proposed Ordinance amends certain provisions of Title 17 (Zoning Ordinance) of the Orange Municipal Code (OMC) to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted land use in certain zoning districts, subject to special use regulations. In these instances, a conditional use permit would no longer be required.

3. RECOMMENDED ACTION

1. Conduct and close the public hearing.
2. Introduce and conduct First Reading of Ordinance No. 13-25. An Ordinance of the City Council of the City of Orange amending Title 17 (Zoning) of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts subject to special use regulations.
3. Find the ordinance categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Sections 15061(b)(3).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

2.12: Update Zoning Ordinance for process clarity and improve efficiency for new businesses.

6. DISCUSSION AND BACKGROUND

The City of Orange has historically regulated the on-site sale and service of alcoholic beverages at a restaurant through the conditional use permit (CUP) process, which requires a discretionary review by the Planning Commission in order to operate with the sale and service of alcoholic beverages. The CUP entitlement process has imposed risk, time, and cost burdens on restaurant operators, particularly those for whom alcohol service is a customary, incidental component of their dining experience. The proposed ordinance removes unnecessary entitlement hurdles for responsible

operators by establishing an administrative review process for those restaurants agreeing to operate under a prescribed set of special use regulations. This administrative process eliminates the need for a discretionary review by the Planning Commission and related public notification. This streamlined process aims to promote an expedited business practice, reduce administrative burden, and encourage the development of a vibrant restaurant scene aligned with the City's economic development goals.

Special Use Regulations

The special use regulations are the same as those the City has historically placed on restaurants as conditions of approval through the CUP process, and will now be applied in a more efficient, predictable format. The ordinance is not applicable to bars, nightclubs, off-sale establishments, or any restaurants that are unable to conform to the special use regulations.

To qualify, a restaurant must meet the State definition of a "bona fide public eating place," which includes operating a full kitchen and regularly serving meals. In place of the CUP, applicants would apply for an Alcohol Exemption Permit, or AEP, and agree to comply with a comprehensive list of special use regulations. These include limits on hours of operation, prohibitions on live entertainment and dance floors, and requirements for security lighting, cameras, and operational plans. Restaurants must also maintain food sales as their primary revenue source, and their compliance may be reviewed annually by both the Community Development Director and/or the Police Chief or designees. Importantly, any business seeking to provide the sale and/or service of alcohol that does not wish to meet the special use regulations may still apply for a traditional CUP with a discretionary review by Planning Commission at a public hearing.

Sensitive Receptors

The proposed ordinance takes into consideration the potential for alcohol sales in proximity to sensitive receptors. Specifically, Section 17.30.025.A.26 of the proposed ordinance provides a separation requirement from sensitive receptors, and states, "Alcohol service is not allowed for outdoor dining areas that are located within 100 feet of a sensitive receptor (residential uses, schools, parks, or religious institutions), where the outdoor dining area is oriented to face such sensitive receptor."

Planning Commission Action

The Planning Commission conducted a public hearing on the proposed ordinance on June 2, 2025. At that time the Commission requested clarification on the administration of the alcohol exemption permit, as well as additional content related to the proposed operating condition addressing the prohibition of generic drink specials or happy hours given that this is a common offering at Orange restaurants, and continued the hearing to July 7, 2025, in order for staff to give further consideration to this topic. At the July 7, 2025, Planning Commission meeting, the Commission voted 5-2 to recommend that the City Council adopt the draft ordinance, with the only modification being the removal of Condition #20, which is the prohibition of generic drink specials or happy hour promotions (Section 17.30.025.A.20). If the City Council moves to approve this ordinance and chooses to accept this modification by Planning Commission, it would need to be included in their motion to approve the ordinance.

7. ENVIRONMENTAL REVIEW

The proposed project is not subject to the provisions of the California Environmental Quality Act

(CEQA) pursuant to (1) Section 15061(b)(3) of the state CEQA Guidelines (Common Sense Exemption) because it can be seen with certainty that there is no possibility that it would have a significant effect on the environment.

8. ATTACHMENTS

- Attachment 1 - Ordinance No. 13-25 (Clean)
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- Attachment 5 - Planning Commission Meeting Minutes, June 2, 2025
- Attachment 6 - Planning Commission Meeting Minutes, July 7, 2025

ORDINANCE NO. 13-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE TO ALLOW THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES IN CONJUNCTION WITH THE OPERATION OF A BONA FIDE RESTAURANT AS A PERMITTED USE IN CERTAIN ZONING DISTRICTS SUBJECT TO SPECIAL USE REGULATIONS

WHEREAS, the City Council is streamlining the entitlement process for restaurants which apply to offer alcoholic beverages for on-site sale and service in conjunction with food service, subject to special use regulations; and

WHEREAS, Title 17 requires a conditional use permit for the on-site sale and service of alcoholic beverages in many zones, even when associated with food service; and

WHEREAS, the City of Orange seeks to promote a vibrant and economically sustainable business environment that supports the success of local restaurants, and small businesses; and

WHEREAS, the sale and service of alcoholic beverages in conjunction with food service is a common among modern restaurants, and may enhance the dining experience for residents and visitors; and

WHEREAS, requiring a conditional use permit for alcohol service imposes unnecessary delays and costs on restaurant operators desiring alcohol service incidental to food service; and

WHEREAS, the proposed ordinance continues to regulate alcohol sales by subjecting restaurants to special use regulations such as only allowing alcohol sales and service as an accessory use to food service, thereby minimizing potential impacts on nearby sensitive uses such as residences, schools, churches, or parks; and

WHEREAS, streamlining the entitlement process for restaurant uses is consistent with the General Plan in that it goals to enhance the vitality of commercial corridors, promotes local entrepreneurship, and fosters a pedestrian-oriented, mixed-use environment; and

WHEREAS, the Planning Commission, having considered the proposed ordinance at a public hearing held on July 7, 2025, including review of the staff report, and having received public testimony on the item, determined the proposed ordinance serves the City's economic development interests and, includes standard conditions to protect the public health, safety and general welfare; and

WHEREAS, the City Council, having now considered the proposed changes to the OMC at a public hearing held on August 26, 2025, including review of the staff report, and having received public testimony on the item, desires to adopt the Proposed Ordinance.

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 17.04.032 of the Orange Municipal Code, “Zoning – Definitions – “M” Definitions,” is hereby amended to include the following definition, in alphabetical order:

“Meals” means the usual assortment of foods commonly ordered at various hours of the day when prepared within suitable interior kitchen facilities, containing the necessary appliances for washing, preparing, and cooking an assortment of foods.

SECTION III:

Section 17.04.037 of the Orange Municipal Code, “Zoning – Definitions – “R” Definitions,” is hereby amended to include the following definition, in alphabetical order:

“Restaurant, Bona Fide” means an establishment which is regularly and in a bona fide manner used and kept open for the serving of meals to guests for compensation and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals, the kitchen of which must be kept in a sanitary condition with the proper amount of refrigeration for keeping of food on said premises and must comply with all the regulations of the local department of health. Restaurants are distinguished from bars or nightclubs.”

SECTION IV:

Table 17.13.030 of the Orange Municipal Code, “Zoning – Master Land Use Table – Permitted Uses,” is hereby amended to add the following:

ZONING	RESIDENTIAL							COMMERCIAL					MIXED USE				INDUSTRIAL	AGRICULTURAL OPEN SPACE			P I	OVERLAY	SAND & GRAVEL					
LAND USE	R1-5	R-15 to R1-6	R1-R	R1-20 to R-140 & R2-8	R2-6 to R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-15S	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG	
Food and/or alcohol uses—Includes uses that process, manufacture, package, prepare, distribute, store, sell or serve food and/or alcoholic beverages.																												
Restaurants w/alcoholic beverages sales	-	-	-	-	-	-	-	-	P */ C +	P */ C +	P */ C +	P */ C +	P */ C +	C +	P*/C +	P*/ C +	P*/ C +	P */ C +	C +	C+	-	-	-	-	-	-	-	-

SECTION V:

Section 17.13.040 of the Orange Municipal Code, “Zoning – Master Land Use Table – Special Use Regulations,” is hereby amended to add the following:

III. Restaurant with alcoholic beverages sales. Bona Fide Restaurants that offer alcoholic beverages incidental to meal service to restaurant guests, shall be permitted by right if the applicant completes an Alcohol Exemption Permit Application and complies with all of the criteria and conditions as specified in Section 17.30.025.

SECTION VI:

Section 17.13.050 of the Orange Municipal Code, “Zoning – Master Land Use Table – Conditional Use Regulations,” is hereby amended to read as follows:

NN. Restaurant with alcoholic beverages sales. All restaurants serving alcohol, which are otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025, shall comply with Section 17.30.030.

SECTION VII:

Section 17.13.050 of the Orange Municipal Code, “Zoning – Master Land Use Table – Conditional Use Regulations,” is hereby amended to read as follows:

PP. Sale of Alcoholic Beverages. A conditional use permit shall be required for both on-sale and off-sale of alcoholic beverages, in accordance with Section 17.30.030, when otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025.

SECTION VIII:

Section 17.30.020 of the Orange Municipal Code, “Zoning – Alcoholic Beverage Controls - Locations Permitted” is hereby amended to read as follows:

17.30.020 - Locations Permitted.

The Master Land Use Table in Chapter 17.13.030 indicates the zones in which the off-sale and on-sale of alcoholic beverages is permitted by the issuance of an alcohol exemption permit or a conditional use permit.

SECTION IX:

Section 17.30.025 of the Orange Municipal Code, “Zoning – Alcoholic Beverage Controls – Alcohol Exemption Permit” is hereby added:

17.30.025 Alcohol Exemption Permit.

- A. Bona Fide Restaurants that offer alcoholic beverages incidental to meal service to restaurant guests, shall be exempt from the provisions of the Conditional Use Permit requirement of Section 17.30.030 if the applicant completes an Alcohol Exemption Permit Application and complies with all of the following criteria and conditions:
1. In conjunction with the ongoing operation of the business, the premises shall comply with all requirements placed upon it by the California department of Alcoholic Beverage Control (ABC).
 2. This Alcohol Exemption Permit (AEP) may be reviewed one year from the date of opening and may be reviewed each year thereafter. The review shall be conducted jointly by the Community Development Director and/or the Police Chief or designees. The purpose of this review shall be to identify compliance with all of the conditions of Section 17.30.025. If it is determined that the restaurant is not in compliance with all of the conditions of Section 17.30.025, the AEP shall be revoked.
 3. The activity level of the business shall be monitored by the Police Department to establish the level of police services used for the business. Should the level of police services demonstrate that the applicant has not controlled excessive or unnecessary activity resulting in high use of police services, then this Alcohol Exemption Permit shall be revoked.
 4. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of merchant items that include food within the restaurant during the same time period. The licensee shall at all times maintain records that reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept on a quarterly basis and shall be made available within 10 calendar days of a written request.
 5. The use of the building is considered a restaurant, and interior construction will remain consistent with plans submitted with the Alcohol Exemption Permit application. No new interior construction resulting in a change to the floor plan will occur unless a revised floor plan is approved by the Community Development Department.
 6. None of the floor area will be designated for dancing or live entertainment.
 7. The subject ABC license shall not be exchanged for a public premise Type 48 (On-Sale General – Public Premises) license nor operated as a public premise.
 8. The sale of alcoholic beverages for consumption off the premises shall be prohibited.
 9. All alcohol shall be consumed on the subject site, within the defined licensed premises.
 10. Signs shall be posted on all exits of the premises, that prohibit alcoholic beverages from leaving the confines of the premises.

11. The premises shall be maintained as a bona fide restaurant and shall provide a menu containing an assortment of foods normally offered in such restaurants.
12. The business indoor hours shall be limited to Sunday - Thursday 7:00am to 10:00pm and Friday and Saturday 7:00am to 12:00am. The hours of the outdoor area shall be limited to 7:00am to 10:00pm daily. These hours do not restrict employees from being on the premises before opening for preparations and deliveries or after closing for clean-up. Clean-up may not be conducted by patrons.
13. At no time shall there be a fee for entrance/admittance into the premises.
14. Employees and/or contract security personnel shall not consume any alcoholic beverages prior to or during their work shift. Any and all security officers provided shall comply with all state and local ordinances regulating their services, including, without limitation, Chapter 11.5 of Division 3 of the California Business and Profession Code.
15. The applicant agrees, as a condition of the City's approval of the Alcohol Exemption Permit, to indemnify, defend, and hold harmless, at the applicant's sole expense, the City of Orange and its officers, agents, and employees from and against any claim, action, or proceeding brought against the City arising from or in connection with the approval or implementation of the Alcohol Exemption Permit, excluding claims under CEQA, which is inapplicable to ministerial actions. The City will notify the applicant of any such claim or action and may participate in the defense thereof at the applicant's expense. The obligation shall remain in effect for the duration of the permit.
16. Food service, with an available menu, shall be available until closing time on each day of operation.
17. 17. Alcoholic beverages served shall be served by restaurant employees permitted by law to serve alcohol.
18. Alcoholic beverages shall be sold and served in containers that are distinguishable from other non-alcoholic beverages sold at the premises.
19. There shall be no bar or lounge area upon the licensed premises maintained for the purpose of the sale, service, or consumption of alcoholic beverages directly to patrons for consumption.
20. There shall be no generic drink specials or happy hour promotions, such as: "half off drinks, two for one drinks, buy one get one free, etc."
21. There should be no time when alcoholic beverages are sold at a ratio of two for one; no "stacking" of beverages, which means the serving of two alcoholic beverages at one time to the same customer; and no sales to an "empty chair", which means that each customer must be physically present at the time of the order of any alcoholic beverage.

22. There shall be no promotions encouraging intoxication or drinking contests.
23. There shall be no requirement to purchase a minimum number of drinks.
24. No alcoholic beverages shall be sold from any self-service locations on the premises such as ice tubs, barrels, or any other such containers.
25. The petitioner shall not employ or permit any persons to solicit or encourage others, directly or indirectly, to buy them drinks in the licensed premises under any commission percentage salary or other profit.
26. The patio shall be enclosed and any gates located on the patio shall remain closed during business hours and used as an emergency exit only. Sign(s) shall be posted on all patio gate(s) indicating "Emergency Exit Only".
27. Alcohol service is not allowed for outdoor dining areas that are located within 100 feet of a sensitive receptor (residential uses, schools, parks, or religious institutions), where the outdoor dining area is oriented to face such sensitive receptor.
28. The use of any amplified systems, televisions, outdoor sound system and paging system or any such devices are prohibited on any outdoor area.
29. An employee shall be able to monitor the patio from inside the business at all times to monitor alcohol.
30. No portion of the premises shall be deemed to be "private" for the purposes of dispensing alcoholic beverages to selected patrons, where the licensee recognizes any form of membership cards, keys or passes that would entitle the holder entry or preferential admittance or exclusive use of any portion of the mentioned premises.
31. The use of a promoter (such as a nightclub operator) or sub-leasing the premises to be used in conjunction with dancing and/or live entertainment is prohibited.
32. There shall be no live entertainment (including karaoke), disc jockey, amplified music, or dancing permitted on the premises at any time. Amplified sound over a built-in system designed for background music shall not be audible in such a manner to disturb the peace, quiet, and comfort of neighboring occupants, or any reasonable person residing or working in the area.
33. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Orange Community Development Director and the Police Department's Vice Unit at least two weeks in advance of the event.

34. There shall be no pool tables or coin-operated or token-operated games maintained upon the premises at any time.
35. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.
36. Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonably illuminate the window area of nearby residences. The owner shall install and maintain a security camera system capable of readily identifying facial features, and stature of all patrons entering the establishment during hours of operation and monitoring the rear of the premises, to the satisfaction of the Police Department. The camera system shall keep a minimum 30-day library of events, which shall be available for downloading and inspection by the Orange Police Department.
37. Any music or amplified sound on the premises, including an outdoor patio area, shall not be audible beyond the premises in such a manner as to disturb the peace, quiet and comfort of neighboring occupants or any reasonable person residing or working in the area.
38. The permittee shall be responsible for maintaining the area adjacent to the premises over which they have control free of litter.
39. There shall be no exterior advertising promoting or indicating the availability of alcoholic beverages. This includes advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages that are clearly visible to the exterior shall constitute a violation of this condition.
40. Prior to occupancy, a security plan shall be submitted to the City for review and approval. The plan shall address both physical and operational security issues. The business shall operate in accordance with the approved security plan.
41. Exterior doors and windows, as well as the interior of the business, shall be protected by a monitored alarm system, which shall detect an attempted entry or presence of people within the business during closing hours.
42. Uniformed security will be provided by the applicant on days/nights when special event broadcast(s) are being promoted. One security guard per 100 customers shall be present during these broadcasts/events.
43. Provide an interior night light to illuminate the interior and maintain an unobstructed view through storefront windows to provide police patrol officers the ability to observe unlawful activity within the business.

44. The permittee shall maintain on the premises a written security policy and procedures manual addressing, at a minimum, the following items: handling obviously intoxicated persons; establishing a reasonable ratio of employees to patrons, based upon activity level, in order to monitor alcoholic beverage sales and patron behavior; handling patrons involved in fighting or arguing; handling loitering about the building and in the immediate adjacent area that is owned, leased, rented, or used under agreement by the permittee(s); verifying age/checking identification of patrons; warning patrons of reaching their drinking limit/potential intoxication and refusing to serve; calling the police regarding observed or reported criminal activity.
 45. The applicant shall comply with all federal, state, and local municipal laws, including local City ordinances and regulations. Any violations of these laws in conjunction with this use may be a cause for revocation of this permit.
 46. All employees of petitioner who sell or serve alcoholic beverage products shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques and the handling of violence. For new employees of petitioner, such training program must be completed within 30 days of the date of hire. The employees must provide the City of Orange Police Department, Investigative Services Division a copy of the completed Alcohol Management Program (AMP) certificate.
 47. Graffiti shall be removed from the exterior walls and windows of the premises within 72 hours of discovery.
 48. Commencement of operations on the premises under this exemption shall constitute Owner's and Operator's acknowledgement and acceptance of all conditions contained herein and that failure to comply with any and all conditions shall constitute grounds for potential revocation of the exemption approval.
- B. The approval of an Alcohol Exemption Permit shall be effective for a period of two years from its effective date, after which time, a new determination is required if relevant California Department of Alcoholic Beverage Control permits have not been obtained or if alcohol service is not actively pursued.

SECTION X:

Section 17.30.030 of the Orange Municipal Code, "Zoning – Alcoholic Beverage Controls – Conditional Use Permit Required" is hereby amended to read as follows:

- A. In order to fulfill the purposes of this chapter, the retail sale of alcoholic beverages is subject to approval of a conditional use permit, unless otherwise eligible for an Alcohol Exemption Permit as specified in Section 17.30.025. The Planning Commission has the authority to issue conditional use permits for the following, except when the application is combined with other submittals that require City Council review, the decision of the Planning Commission is appealed, or as otherwise noted below:

SECTION XI:

Section 17.30.050 of the Orange Municipal Code, “Zoning – Alcoholic Beverage Controls – Upgrading Licenses” is hereby amended to read as follows:

Any upgrading of existing licenses to a more restrictive license shall be regulated as follows:

- A. A change from an on-sale beer license for a restaurant to an on-sale beer and wine license for a restaurant shall not require the issuance of a conditional use permit, but shall require an Alcohol Exemption Permit as specified in Section 17.30.025.
- B. A change from an off-sale beer license to an off-sale beer and wine license shall not require the issuance of a conditional use permit.
- C. A change from an on-sale alcoholic beverage license for a restaurant to include the on-site brewing of beer shall not require the issuance of a conditional use permit, but shall require an Alcohol Exemption Permit as specified in Section 17.30.025.
- D. A change from either an on-sale or off-sale beer license or beer and wine license, to an on-sale or off-sale general license shall require the issuance of a new conditional use permit, when otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025.
- E. A license associated with a nonconforming use may be transferred to a new owner, but it may not be upgraded without the approval of an Alcohol Exemption Permit or Conditional Use Permit as specified in 17.30.025 or 17.30.030.

SECTION XII:

The proposed project is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the state CEQA Guidelines (Common Sense Exemption) because (1) it can be seen with certainty that there is no possibility that it would have a significant effect on the environment; and (2) Section 15378 because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

SECTION XIII:

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 interim 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 XIV:

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 _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Wayne W. Winthers
Interim 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 extension of an interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ATTACHMENT 2

**DRAFT CITY COUNCIL ORDINANCE XX-25 - ALCOHOL EXEMPTION PERMIT
(REDLINED)**

ORDINANCE NO. XX-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE TO ALLOW THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES IN CONJUNCTION WITH THE OPERATION OF A BONA FIDE RESTAURANT AS A PERMITTED USE IN CERTAIN ZONING DISTRICTS SUBJECT TO SPECIAL USE REGULATIONS

WHEREAS, the City Council is streamlining the entitlement process for restaurants which apply to offer alcoholic beverages for on-site sale and service in conjunction with food service, subject to special use regulations; and

WHEREAS, Title 17 requires a conditional use permit for the on-site sale and service of alcoholic beverages in many zones, even when associated with food service; and

WHEREAS, the City of Orange seeks to promote a vibrant and economically sustainable business environment that supports the success of local restaurants, and small businesses; and

WHEREAS, the sale and service of alcoholic beverages in conjunction with food service is a common among modern restaurants, and may enhance the dining experience for residents and visitors; and

WHEREAS, requiring a conditional use permit for alcohol service imposes unnecessary delays and costs on restaurant operators desiring alcohol service incidental to food service; and

WHEREAS, the proposed ordinance continues to regulate alcohol sales by subjecting restaurants to special use regulations such as only allowing alcohol sales and service as an accessory use to food service, thereby minimizing potential impacts on nearby sensitive uses such as residences, schools, churches, or parks; and

WHEREAS, streamlining the entitlement process for restaurant uses is consistent with the General Plan in that it goals to enhance the vitality of commercial corridors, promotes local entrepreneurship, and fosters a pedestrian-oriented, mixed-use environment; and

WHEREAS, the Planning Commission, having considered the proposed ordinance at a public hearing held on July 7, 2025, including review of the staff report, and having received public testimony on the item, determined the proposed ordinance serves the City's economic development interests and, includes standard conditions to protect the public health, safety and general welfare; and

WHEREAS, the City Council, having now considered the proposed changes to the OMC at a public hearing held on _____, including review of the staff report, and having received public testimony on the item, desires to adopt the Proposed Ordinance.

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 17.04.032 of the Orange Municipal Code, “Zoning – Definitions – “M” Definitions,” is hereby amended to include the following definition, in alphabetical order:

“Meals” means the usual assortment of foods commonly ordered at various hours of the day when prepared within suitable interior kitchen facilities, containing the necessary appliances for washing, preparing, and cooking an assortment of foods.

SECTION III:

Section 17.04.037 of the Orange Municipal Code, “Zoning – Definitions – “R” Definitions,” is hereby amended to include the following definition, in alphabetical order:

“Restaurant, Bona Fide” means an establishment which is regularly and in a bona fide manner used and kept open for the serving of meals to guests for compensation and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals, the kitchen of which must be kept in a sanitary condition with the proper amount of refrigeration for keeping of food on said premises and must comply with all the regulations of the local department of health. Restaurants are distinguished from bars or nightclubs.”

SECTION IV:

Table 17.13.030 of the Orange Municipal Code, “Zoning – Master Land Use Table – Permitted Uses,” is hereby amended to add the following:

ZONING	RESIDENTIAL										COMMERCIAL					MIXED USE					INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-15 to R1-6	R1-R	R1-20 to R1-140 &	R2-8	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-15S	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Food and/or alcohol uses—Includes uses that process, manufacture, package, prepare, distribute, store, sell or serve food and/or alcoholic beverages.																													
Restaurants w/alcoholic beverages sales	-	-	-	-	-	-	-	-	-	-	P*/C+	P*/C+	P*/C+	P*/C+	P*/C+	C+	P*/C+	P*/C+	P*/C+	P*/C+	C+	C+	-	-	-	-	-	-	-

SECTION V:

Section 17.13.040 of the Orange Municipal Code, “Zoning – Master Land Use Table – Special Use Regulations,” is hereby amended to add the following:

III. Restaurant with alcoholic beverages sales. Bona Fide Restaurants that offer alcoholic beverages incidental to meal service to restaurant guests, shall be permitted by right if the applicant completes an Alcohol Exemption Permit Application and complies with all of the criteria and conditions as specified in Section 17.30.025.

SECTION VI:

Section 17.13.050 of the Orange Municipal Code, “Zoning – Master Land Use Table – Conditional Use Regulations,” is hereby amended to add the following:

NN. Restaurant with alcoholic beverages sales. All restaurants serving alcohol, which are otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025, shall comply with Section 17.30.010030.

SECTION VII:

Section 17.13.050 of the Orange Municipal Code, “Zoning – Master Land Use Table – Conditional Use Regulations,” is hereby amended to add the following:

PP. Sale of Alcoholic Beverages. A conditional use permit shall be required for both on-sale and off-sale of alcoholic beverages, in accordance with Section 17.30.010030, when otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025.

SECTION VIII:

Section 17.30.020 of the Orange Municipal Code, “Zoning – Alcoholic Beverage Controls - Locations Permitted” is hereby amended to read as follows:

17.30.020 - Locations Permitted.

The Master Land Use Table in Chapter 17.13.030 indicates the zones in which the off-sale and on-sale of alcoholic beverages is permitted by the issuance of an alcohol exemption permit or ~~the issuance of~~ a conditional use permit.

SECTION IX:

Section 17.30.025 of the Orange Municipal Code, “Zoning – Alcoholic Beverage Controls – Alcohol Exemption Permit” is hereby added to read as follows:

17.30.025 Alcohol Exemption Permit.

A. Bona Fide Restaurants that offer alcoholic beverages incidental to meal service to restaurant guests, shall be exempt from the provisions of the Conditional Use Permit requirement of Section 17.30.030 if the applicant completes an Alcohol Exemption Permit Application and complies with all of the following criteria and conditions:

1. In conjunction with the ongoing operation of the business, the premises shall comply with all requirements placed upon it by the California department of Alcoholic Beverage Control (ABC).

2. This Alcohol Exemption Permit (AEP) may be reviewed one year from the date of opening and may be reviewed each year thereafter. The review shall be conducted jointly by the Community Development Director and/or the Police Chief or designees. The purpose of this review shall be to identify compliance with all of the conditions of Section 17.30.025. If it is determined that the restaurant is not in compliance with all of the conditions of Section 17.30.025, the AEP shall be revoked.

3. The activity level of the business shall be monitored by the Police Department to establish the level of police services used for the business. Should the level of police services demonstrate that the applicant has not controlled excessive or unnecessary activity resulting in high use of police services, then this Alcohol Exemption Permit shall be revoked.

4. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of merchant items that include food within the restaurant during the same time period. The licensee shall at all times maintain records that reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept on a quarterly basis and shall be made available within 10 calendar days of a written request.

5. The use of the building is considered a restaurant, and interior construction will remain consistent with plans submitted with the Alcohol Exemption Permit application. No new interior construction resulting in a change to the floor plan will occur unless a revised floor plan is approved by the Community Development Department.

6. None of the floor area will be designated for dancing or live entertainment.

7. The subject ABC license shall not be exchanged for a public premise Type 48 (On-Sale General – Public Premises) license nor operated as a public premise.

8. The sale of alcoholic beverages for consumption off the premises shall be prohibited.

9. All alcohol shall be consumed on the subject site, within the defined licensed premises.

10. Signs shall be posted on all exits of the premises, that prohibit alcoholic beverages from leaving the confines of the premises.

11. The premises shall be maintained as a bona fide restaurant and shall provide a menu containing an assortment of foods normally offered in such restaurants.

12. The business indoor hours shall be limited to Sunday - Thursday 7:00am to 10:00pm and Friday and Saturday 7:00am to 12:00am. The hours of the outdoor area shall be limited to 7:00am to 10:00pm daily. These hours do not restrict employees from being on the premises before opening for preparations and deliveries or after closing for clean-up. Clean-up may not be conducted by patrons.

13. At no time shall there be a fee for entrance/admittance into the premises.

14. Employees and/or contract security personnel shall not consume any alcoholic beverages prior to or during their work shift. Any and all security officers provided shall comply with all state and local ordinances regulating their services, including, without limitation, Chapter 11.5 of Division 3 of the California Business and Profession Code.

15. The applicant agrees, as a condition of the City's approval of the Alcohol Exemption Permit, to indemnify, defend, and hold harmless, at the applicant's sole expense, the City of Orange and its officers, agents, and employees from and against any claim, action, or proceeding brought against the City arising from or in connection with the approval or implementation of the Alcohol Exemption Permit, excluding claims under CEQA, which is inapplicable to ministerial actions. The City will notify the applicant of any such claim or action and may participate in the defense thereof at the applicant's expense. The obligation shall remain in effect for the duration of the permit.

16. Food service, with an available menu, shall be available until closing time on each day of operation.

17. Alcoholic beverages served shall be served by restaurant employees permitted by law to serve alcohol.

18. Alcoholic beverages shall be sold and served in containers that are distinguishable from other non-alcoholic beverages sold at the premises.

19. There shall be no bar or lounge area upon the licensed premises maintained for the purpose of the sale, service, or consumption of alcoholic beverages directly to patrons for consumption.

20. There shall be no generic drink specials or happy hour promotions, such as: "half off drinks, two for one drinks, buy one get one free, etc."

21. There should be no time when alcoholic beverages are sold at a ratio of two for one; no "stacking" of beverages, which means the serving of two alcoholic beverages at one time to the same customer; and no sales to an "empty chair", which means that each customer must be physically present at the time of the order of any alcoholic beverage.

22. There shall be no promotions encouraging intoxication or drinking contests.

23. There shall be no requirement to purchase a minimum number of drinks.
24. No alcoholic beverages shall be sold from any self-service locations on the premises such as ice tubs, barrels, or any other such containers.
25. The petitioner shall not employ or permit any persons to solicit or encourage others, directly or indirectly, to buy them drinks in the licensed premises under any commission percentage salary or other profit.
26. The patio shall be enclosed and any gates located on the patio shall remain closed during business hours and used as an emergency exit only. Sign(s) shall be posted on all patio gate(s) indicating "Emergency Exit Only".
27. Alcohol service is not allowed for outdoor dining areas that are located within 100 feet of a sensitive receptor (residential uses, schools, parks, or religious institutions), where the outdoor dining area is oriented to face such sensitive receptor.
28. The use of any amplified systems, televisions, outdoor sound system and paging system or any such devices are prohibited on any outdoor area.
29. An employee shall be able to monitor the patio from inside the business at all times to monitor alcohol.
30. No portion of the premises shall be deemed to be "private" for the purposes of dispensing alcoholic beverages to selected patrons, where the licensee recognizes any form of membership cards, keys or passes that would entitle the holder entry or preferential admittance or exclusive use of any portion of the mentioned premises.
31. The use of a promoter (such as a nightclub operator) or sub-leasing the premises to be used in conjunction with dancing and/or live entertainment is prohibited.
32. There shall be no live entertainment (including karaoke), disc jockey, amplified music, or dancing permitted on the premises at any time. Amplified sound over a built-in system designed for background music shall not be audible in such a manner to disturb the peace, quiet, and comfort of neighboring occupants, or any reasonable person residing or working in the area.
33. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Orange Community Development Director and the Police Department's Vice Unit at least two weeks in advance of the event.
34. There shall be no pool tables or coin-operated or token-operated games maintained upon the premises at any time.
35. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.

36. Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonably illuminate the window area of nearby residences. The owner shall install and maintain a security camera system capable of readily identifying facial features, and stature of all patrons entering the establishment during hours of operation and monitoring the rear of the premises, to the satisfaction of the Police Department. The camera system shall keep a minimum 30-day library of events, which shall be available for downloading and inspection by the Orange Police Department.

37. Any music or amplified sound on the premises, including an outdoor patio area, shall not be audible beyond the premises in such a manner as to disturb the peace, quiet and comfort of neighboring occupants or any reasonable person residing or working in the area.

38. The permittee shall be responsible for maintaining the area adjacent to the premises over which they have control free of litter.

39. There shall be no exterior advertising promoting or indicating the availability of alcoholic beverages. This includes advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages that are clearly visible to the exterior shall constitute a violation of this condition.

40. Prior to occupancy, a security plan shall be submitted to the City for review and approval. The plan shall address both physical and operational security issues. The business shall operate in accordance with the approved security plan.

41. Exterior doors and windows, as well as the interior of the business, shall be protected by a monitored alarm system, which shall detect an attempted entry or presence of people within the business during closing hours.

42. Uniformed security will be provided by the applicant on days/nights when special event broadcast(s) are being promoted. One security guard per 100 customers shall be present during these broadcasts/events.

43. Provide an interior night light to illuminate the interior and maintain an unobstructed view through storefront windows to provide police patrol officers the ability to observe unlawful activity within the business.

44. The permittee shall maintain on the premises a written security policy and procedures manual addressing, at a minimum, the following items: handling obviously intoxicated persons; establishing a reasonable ratio of employees to patrons, based upon activity level, in order to monitor alcoholic beverage sales and patron behavior; handling patrons involved in fighting or arguing; handling loitering about the building and in the immediate adjacent area that is owned, leased, rented, or used under agreement by the permittee(s); verifying age/checking identification of patrons; warning patrons of reaching their drinking limit/potential intoxication and refusing to serve; calling the police regarding observed or reported criminal activity.

45. The applicant shall comply with all federal, state, and local municipal laws, including local City ordinances and regulations. Any violations of these laws in conjunction with this use may be a cause for revocation of this permit.

46. All employees of petitioner who sell or serve alcoholic beverage products shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques and the handling of violence. For new employees of petitioner, such training program must be completed within 30 days of the date of hire. The employees must provide the City of Orange Police Department, Investigative Services Division a copy of the completed Alcohol Management Program (AMP) certificate.

47. Graffiti shall be removed from the exterior walls and windows of the premises within 72 hours of discovery.

48. Commencement of operations on the premises under this exemption shall constitute Owner's and Operator's acknowledgement and acceptance of all conditions contained herein and that failure to comply with any and all conditions shall constitute grounds for potential revocation of the exemption approval.

B. The approval of an Alcohol Exemption Permit shall be effective for a period of two years from its effective date, after which time, a new determination is required if relevant California Department of Alcoholic Beverage Control permits have not been obtained or if alcohol service is not actively pursued.

SECTION X:

Section 17.30.030 of the Orange Municipal Code, "Zoning – Alcoholic Beverage Controls – Conditional Use Permit Required" is hereby amended to as follows:

A. In order to fulfill the purposes of this chapter, the retail sale of alcoholic beverages is subject to approval of a conditional use permit, **unless otherwise eligible for an Alcohol Exemption Permit as specified in Section 17.30.025**. The Planning Commission has the authority to issue conditional use permits for the following, except when the application is combined with other submittals that require City Council review, the decision of the Planning Commission is appealed, or as otherwise noted below:

SECTION XI:

Section 17.30.050 of the Orange Municipal Code, "Zoning – Alcoholic Beverage Controls – Upgrading Licenses" is hereby amended to add the following:

Any upgrading of existing licenses to a more restrictive license shall be regulated as follows:

A. A change from an on-sale beer license for a restaurant to an on-sale beer and wine license for a restaurant shall not require the issuance of a conditional use permit, **but shall require an Alcohol Exemption Permit as specified in Section 17.30.025**.

B. A change from an off-sale beer license to an off-sale beer and wine license shall not require the issuance of a conditional use permit.

C. A change from an on-sale alcoholic beverage license for a restaurant to include the on-site brewing of beer shall not require the issuance of a conditional use permit, **but shall require an Alcohol Exemption Permit as specified in Section 17.30.025.**

D. A change from either an on-sale or off-sale beer license or beer and wine license, to an on-sale or off-sale general license shall require the issuance of a new conditional use permit, **when otherwise not eligible for an Alcohol Exemption Permit as specified in Section 17.30.025.**

E. A license associated with a nonconforming use may be transferred to a new owner, but it may not be upgraded **without the approval of an Alcohol Exemption Permit or Conditional Use Permit as specified in 17.30.025 or 17.30.030.**

SECTION XII:

The proposed project is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the state CEQA Guidelines (Common Sense Exemption) because (1) it can be seen with certainty that there is no possibility that it would have a significant effect on the environment; and (2) Section 15378 because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

SECTION XIII:

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 interim Ordinance. The City Council hereby declares that it would have passed this interim 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 XIV:

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 _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, 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 extension of an interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the ___ day of _____, 2025 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Planning Commission

Item #: 4.2.

6/2/2025

File #: 25-0319

TO: Chair and Members of the Planning Commission

THRU: Anna Pehoushek, Assistant Community Development Director

FROM: Arlen Beck, Associate Planner

1. SUBJECT

Public Hearing to consider an Ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant and finding of CEQA exemption.

2. SUMMARY

The proposed Ordinance amends certain provisions of Title 17 (Zoning Ordinance) of the Orange Municipal Code (OMC) to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted land use, rather than conditionally permitted, subject to standardized operating conditions in certain zoning districts.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt Planning Commission Resolution No. PC 05-25 recommending that the City Council adopt an Ordinance amending Title 17 of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts when the applicant agrees to standardized operating conditions.
3. Find the proposed Ordinance Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

4. AUTHORIZING GUIDELINES

OMC Section 17.08.020 authorizes the Planning Commission to review and make advisory recommendations to the City Council on Zoning Ordinance Amendments.

5. PROJECT BACKGROUND

The City of Orange has historically regulated the on-site sale and service of alcoholic beverages through the conditional use permit (CUP) process, requiring restaurant applicants to undergo discretionary review before offering alcoholic beverages. This regulatory approach was designed to minimize adverse impacts to surrounding uses. The CUP entitlement process has imposed risk, time, and cost burdens on restaurant operators, particularly those for whom alcohol service is a customary, incidental component of their dining experience. The sale and service of alcoholic beverages for on-site consumption is a common feature of modern restaurants, and there is a need to refresh City

standards to reduce burdens on restaurants, promote economic development, and streamline the process for effective use of staff resources.

6. PROJECT DESCRIPTION

The proposed Ordinance would allow restaurants with the on-site sale and service of alcoholic beverages as a permitted use if the applicant agrees to the standardized operational conditions. The standardized operational conditions were developed in coordination with the Orange Police Department and also informed by the standard conditions of approval that have been applied by the City to alcohol-related CUPs over time. This amendment would apply within commercial zoning districts where restaurants without alcohol sales are already permitted by right. The change would enable restaurant operators to serve alcohol without requiring a CUP, provided agreed upon operation standards are followed to ensure alcohol remains incidental to food service.

Under the proposed Ordinance, qualifying restaurants must meet the definition of a "bona fide public eating place" as defined by California Business and Professions Code Section 23038, which requires the maintenance of a functioning kitchen and the regular preparation and service of meals. The alcohol service must be subordinate to the food operation, with the primary business activity centered on meal service rather than alcohol consumption.

The proposed Ordinance does not extend to bars, taverns, or nightclubs, nor does it allow live entertainment or dance floors. More specifically, restaurant applicants that request to operate outside of the standardized conditions would not qualify for the expedited process; they would still require CUPs, which would be reviewed by Planning Commission at a public hearing as is the current process.

The proposed amendment will reduce regulatory burdens for restaurant owners by eliminating the need for discretionary permitting when the sale of alcohol is accessory to dining. No significant impacts are anticipated because the proposed Ordinance includes standardized operating conditions. By allowing for alcohol service within clearly defined parameters, the proposed Ordinance supports local business development while maintaining consistency with the City's land use goals, economic development strategy, and General Plan policies related to vibrant commercial corridors and high-quality dining experiences.

Staff recommends these changes to the Planning Commission.

7. PROJECT ANALYSIS

The proposed Ordinance supports the local dining economy by streamlining the entitlement process, provides standardized operating conditions for the sale and service of alcohol for on-site consumption in conjunction with a restaurant, and continues to minimize impacts to adjacent land uses. The standardized operating conditions are the same as those historically placed on restaurants through the CUP process. The proposed Ordinance is not applicable to bars, nightclubs, off-sale establishments, or any restaurants that are unable to conform to the standardized conditions. The proposed Ordinance applies exclusively to restaurants with full kitchens and regular meal service, ensuring that alcohol remains secondary to dining.

Restaurants contribute to the local economy and quality of life. An undue entitlement process hinders the City's competitiveness in attracting and retaining high-quality dining establishments. By removing unnecessary entitlement hurdles for responsible operators, the City aims to promote and expedite business practice, reduce administrative burden, and encourage the development of a vibrant restaurant scene aligned with City's economic development goals. Standardized operating conditions

will continue to regulate restaurants choosing to serve alcohol. These conditions, in the form of codified operating standards, are expected to provide the same effectiveness in deterring any adverse impacts.

No issues have been identified.

8. PUBLIC NOTICE

On May 8, 2025, the City published notice of the Planning Commission public hearing in the Orange City News. Notification was also posted at City Hall and on the City website on or before that date.

9. ENVIRONMENTAL REVIEW

The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the state CEQA Guidelines (Common Sense Exemption) because it can be seen with certainty that there is no possibility that it would have a significant effect on the environment. For this reason, no further CEQA documentation is required.

10. ADVISORY BOARD ACTION

No advisory board action was necessary for this ordinance.

11. ATTACHMENTS

- Attachment 1 - Planning Commission Resolution No. PC 05-25 with Draft City Council Ordinance XX-25 (Clean)
- Attachment 2 - Draft City Council Ordinance XX-25 (Redlined)



Agenda Item

Planning Commission

Item #: 4.1.

7/7/2025

File #: 25-0405

TO: Chair and Members of the Planning Commission

THRU: Hayden Beckman, Planning Manager

FROM: Arlen Beck, Associate Planner

1. SUBJECT

Continued Public Hearing to consider an ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant, subject to special use regulations. (Continued from June 2, 2025)

2. SUMMARY

On June 2, 2025, the Planning Commission continued this item to the July 7, 2025, regularly scheduled Planning Commission meeting to allow more time for staff to provide additional information requested in order for the Planning Commission to make a recommendation to the City Council.

The proposed Ordinance amends certain provisions of Title 17 (Zoning Ordinance) of the Orange Municipal Code (OMC) to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted land use in certain zoning districts, subject to special use regulations.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt Planning Commission Resolution No. PC 05-25 recommending that the City Council adopt an Ordinance amending Title 17 of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts subject to special use regulations.

4. AUTHORIZING GUIDELINES

OMC Section 17.08.020 authorizes the Planning Commission to review and make advisory recommendations to the City Council on Zoning Ordinance Amendments.

5. PROJECT BACKGROUND

The project background remains as presented in the June 2, 2025, PC staff report (Attachment 3). This project is returning to the PC to provide additional information and clarification, as outlined in the Project Analysis section of this report.

6. PROJECT DESCRIPTION

The project description remains as presented in the June 2, 2025, PC staff report (Attachment 3).

7. PROJECT ANALYSIS

At the June 2, 2025, meeting the Planning Commission request additional information and clarification for the following items:

1. Revise the operating hours in condition 12 to correct the inconsistency in the hours specified.
2. Tie the Alcohol Exemption Permit to Business Operator and requiring a new Alcohol Exemption Permit upon a change in operator.
3. Specify a sales records submission timeline in condition 4.
4. Add a distance requirement from sensitive receptors (residential, schools, churches) where outdoor dining would not be allowed.
5. Specify the minimum standard for the security cameras pursuant to condition 35.
6. Change the definition of "Meals" found in the proposed ordinance for clarity.
7. Clarification on "Happy Hour" restrictions, in regard to condition 20.
8. A potential public noticing requirement for Alcohol Exemption Permit applications.

Staff has made the following changes in response to the request listed above:

1. The operating hours in condition 12 have been revised to correct the inconsistency previously noted, the condition now states, "The business indoor hours shall be limited to Sunday - Thursday 7:00am to 10:00pm and Friday and Saturday 7:00am to 12:00am. The hours of the outdoor area shall be limited to 7:00am to 10:00pm daily. These hours do not restrict employees from being on the premises before opening for preparations and deliveries or after closing for clean-up. Clean-up may not be conducted by patrons."
2. Staff did not include language to tie the Alcohol Exemption Permit to the business owner or operator. The intent of the ordinance is to implement an Alcohol Exemption Permit as a ministerial action and is to be administered as any other use subject to special use regulations found in OMC Section 17.13.040.
3. A sales record submission timeline was added to condition 4, the condition now states, "The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of merchant items that include food within the restaurant during the same time period. The licensee shall at all times maintain records that reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept on a quarterly basis and shall be made available **within 10 calendar days of a written request.**"
4. Condition number 27 was added into the proposed ordinance to provide a distance requirement from sensitive receptors, and states, "Alcohol service is not allowed for outdoor dining areas that are located within 100 feet of a sensitive receptor (residential uses, schools, parks, or religious institutions), where the outdoor dining area is oriented to face such sensitive receptor."
5. Condition 35 (now condition 36) is updated to include a standard for the required security cameras. Condition 36 states, "Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonably illuminate the window area of nearby residences. The owner shall install and maintain a security camera system capable of readily identifying facial features, and stature of all patrons entering the

establishment during hours of operation and monitoring the rear of the premises, **to the satisfaction of the Police Department**. The camera system shall keep a minimum 30-day library of events, which shall be available for downloading and inspection by the Orange Police Department.”

6. The definition of “Meals” for Section 17.04.032 was changed, and now states, ““Meals” means the usual assortment of foods commonly ordered at various hours of the day **when prepared within suitable interior kitchen facilities, containing the necessary appliances for washing, preparing, and cooking an assortment of foods.**”
7. Condition 20 was updated to clarify “Happy Hour” restrictions, Condition 20 now states, “There shall be no generic drink specials or **happy hour promotions**, such as: “half off drinks, two for one drinks, buy one get one free, etc.” ~~No alcoholic beverages will be discounted more than 30% off it’s regular price. The establishment may offer alcoholic beverages only in combination with non-alcoholic beverages at a reduced rate.~~”
8. A public noticing requirement was not included in the proposed ordinance. The intent of the ordinance is to implement an Alcohol Exemption Permit as a ministerial action and is proposed to be administered as any other use subject to special use regulations found in OMC Section 17.13.040, which do not have public noticing requirements.

8. PUBLIC NOTICE

This item does not require a public hearing notice because the item was continued to a date certain at the June 2, 2025, Planning Commission meeting.

9. ADVISORY BOARD ACTION

No advisory board action was necessary for this ordinance.

10. ATTACHMENTS

- Attachment 1 - Planning Commission Resolution No. PC 05-25 with Draft City Council Ordinance XX-25 (Clean)
- Attachment 2 - Draft City Council Ordinance XX-25 (Redlined)
- Attachment 3 - Planning Commission Staff Report, June 2, 2025

MINUTES

City of Orange

Planning Commission

June 02, 2025

The Planning Commission of the City of Orange, California convened on June 2, 2025, at 7:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Vejar called the meeting to order at 5:31 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Leslie led the flag salute.

1.2 ROLL CALL

Present: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Absent: None

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.

A motion was made that this be Approved. The motion carried by the following vote:

3.1. Approval of meeting minutes of the City of Orange Planning Commission Regular Meeting held on May 5, 2025.

ACTION: Approved minutes as presented.

Approval of the Consent Calendar

A motion was made by Commissioner Vazquez, seconded by Commissioner Martinez to approve the Consent Calendar. The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Noes: None

Absent: None

4. PUBLIC HEARINGS

- 4.1. **A public hearing to consider a request to construct a new bank building with a drive-through automated teller machine (ATM) at 2355 N. Tustin Street and finding of CEQA Exemption (Conditional Use Permit No. 3230, Design Review No. 5151, and Minor Site Plan Review No. 1174).**

Chair Vejar opened the public hearing at 5:39 p.m. There being no public speakers, she closed the Public Hearing at 5:40 p.m.

A motion was made by Commissioner Martinez, seconded by Commissioner Maldoado to:

1. Adopt Planning Commission Resolution No. 06-25 approving Conditional Use Permit No. 3230, Design Review No. 5151, and Minor Site Plan Review No. 1174 to construct a new 5,372 square-foot bank building with a drive-through ATM and related site improvements, located at 2355 N. Tustin Street.
2. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15303 of the State CEQA Guidelines (Class 3 - New Construction or Conversion of Small Structures).

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Noes: None

Absent: None

- 4.2. **Public Hearing to consider an Ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant and finding of CEQA exemption.**

Chair Vejar opened the public hearing at 6:22 p.m. There being no public speakers, she closed the Public Hearing.

The Commissioners discussed administration and enforcement of the proposed ordinance and requested additional information from staff.

A motion was made by Chair Vejar, seconded by Commissioner McCormack, to continue the Public Hearing to the July 7, 2025 Regular meeting. The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Noes: None

Absent: None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:57 p.m.

The next Regular Planning Commission meeting will be held on Monday June 16, 2025 at 5:30 p.m., in the Council Chamber, 300 E. Chapman Avenue, Orange California 92866.



Anna Pehoushek, AICP

Assistant Community Development Director

MINUTES

City of Orange

Planning Commission

July 07, 2025

The Planning Commission of the City of Orange, California convened on July 7, 2025, 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 Vejar called the meeting to order at 5:33 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Vazquez led the flag salute.

1.2 ROLL CALL

Present: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Absent: None

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 June 16, 2025.

ACTION: Approved minutes as presented.

Approval of the Consent Calendar

A motion was made by Commissioner McCormack, seconded by Commissioner Martinez, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar

Noes: None

Absent: None

4. PUBLIC HEARINGS

4.1. Continued Public Hearing to consider an ordinance amending provisions in Title 17 of the Orange Municipal Code relating to the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant, subject to special use regulations. (Continued from June 2, 2025)

Associate Planner Arlen Beck presented the staff report and highlighted the requested changes to the proposed ordinance.

Associate Planner Arlen Beck and Community Development Director Russell Bunim responded to Commissioner questions related to administration of the application proposed by the Ordinance and to the proposed conditions outlined in Section 17.30.025 of the proposed Ordinance.

Senior Assistant City Attorney Nathalie Adourian verified any entitlements granted would run with the land and not individual owners.

Chair Vejar opened the public hearing at 5:44 p.m. There being no public speakers, she closed the Public Hearing at 5:44 p.m.

Commissioners discussed the intent and enforcement potential of Section 17.30.025 Condition Number 20 of the proposed Ordinance.

A motion was made by Chair Vejar, seconded by Commissioner Martinez to:

1. Adopt Planning Commission Resolution No. PC 05-25 recommending that the City Council adopt an Ordinance amending Title 17 of the Orange Municipal Code to allow the sale and service of alcoholic beverages in conjunction with the operation of a bona fide restaurant as a permitted use in certain zoning districts subject to special use regulations, and to remove condition number 20 of Section 17.30.025 of the proposed Ordinance relating to the prohibition of happy hour promotions.

Ayes: Leslie, Martinez, Tucker, McCormack, and Vejar

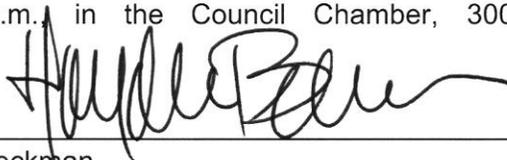
Noes: Vazquez, and Maldonado

Absent: None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:05 p.m.

The next Regular Planning Commission meeting will be held on Monday July 21, 2025 at 5:30 p.m. in the Council Chamber, 300 E. Chapman Avenue, Orange California 92866.



Hayden Beckman
 Planning Manager



Agenda Item

City Council

Item #: 9.1.

8/26/2025

File #: 25-0482

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Establishment of Permit Parking Area “AD” to be compromised of the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue and E. Almond Avenue from S. Swidler Place to S. Olympia Way. Resolution No. 11630.

2. SUMMARY

Staff received a request for permit parking on S. Swidler Place and E. Almond Avenue. The request was processed in accordance with the City’s Neighborhood Permit Parking Program (NPPP), adequately supported by the affected property owners, and recommended by the City Traffic Commission. If approved, Swidler Place and Almond Avenue will establish Permit Parking Area “AD.”

3. RECOMMENDED ACTION

Adopt Resolution 11630. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City’s Neighborhood Permit Parking Program (NPPP) provides a mechanism for protecting residential streets from external parking overflow when certain criteria are satisfied. To initiate the NPPP process, a property owner on an affected and eligible street must submit a written request identifying the streets where permit parking is being requested, as well as days and times where demand for on-street parking is the highest. City staff then reviews the proposed streets for program eligibility and determines the final study area (boundaries) within which permit parking will be considered. Study area streets must have a minimum 75% parking occupancy and 75% property owner support via a petition process. If these criteria are met, staff will present the proposed permit parking boundaries to City Traffic Commission (CTC) for initial review and City Council for final approval.

Staff received a written request to implement permit parking on S. Swidler Place. Due to its proximity to existing Permit Parking Area I and Swidler Place, Almond Avenue was included in the evaluation for permit parking. After review of the streets and neighborhood staff confirmed that Swidler Place and Almond Avenue met the objectives and criteria of the City's NPPP for permit parking consideration. Staff mapped the number of legal parking spaces for the street and conducted parking occupancy studies during hours of highest demand identified by the proponent. Both Swidler Place and Almond Avenue exceeded the 75% minimum level of parking occupancy, with an average parking occupancy of 93% for Swidler Place and 87% for Almond Avenue. Subsequently, staff mailed petitions to affected property owners. The results of the petition process for Swidler Place indicate that 85% of property owners are in favor of permit parking, 0% are opposed, and 15% did not respond. On Almond Avenue 75% of property owners are in favor of permit parking, 0% are opposed, and 25% did not respond.

Based on the above staff supports, and the CTC recommends implementation of permit parking. If approved, Swidler Place from Chapman Avenue to Almond Avenue and Almond Avenue from Swidler Place to Olympia Way, would establish Permit Parking Area "AD".

7. ATTACHMENTS

- Attachment 1 Resolution No. 11630
- Attachment 2 Swidler Place and Almond Avenue Activation Map
- Attachment 3 City Traffic Commission Staff Report June 11, 2025
- Attachment 4 City Traffic Commission Minutes June 11, 2025
- Attachment 5 Notification Letter Swidler Place & Almond Avenue



Agenda Item

City Council

Item #: 9.1.

8/26/2025

File #: 25-0482

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Establishment of Permit Parking Area "AD" to be compromised of the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue and E. Almond Avenue from S. Swidler Place to S. Olympia Way. Resolution No. 11630.

2. SUMMARY

Staff received a request for permit parking on S. Swidler Place and E. Almond Avenue. The request was processed in accordance with the City's Neighborhood Permit Parking Program (NPPP), adequately supported by the affected property owners, and recommended by the City Traffic Commission. If approved, Swidler Place and Almond Avenue will establish Permit Parking Area "AD."

3. RECOMMENDED ACTION

Adopt Resolution 11630. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's Neighborhood Permit Parking Program (NPPP) provides a mechanism for protecting residential streets from external parking overflow when certain criteria are satisfied. To initiate the NPPP process, a property owner on an affected and eligible street must submit a written request identifying the streets where permit parking is being requested, as well as days and times where demand for on-street parking is the highest. City staff then reviews the proposed streets for program eligibility and determines the final study area (boundaries) within which permit parking will be considered. Study area streets must have a minimum 75% parking occupancy and 75% property owner support via a petition process. If these criteria are met, staff will present the proposed permit parking boundaries to City Traffic Commission (CTC) for initial review and City Council for final approval.

Staff received a written request to implement permit parking on S. Swidler Place. Due to its proximity to existing Permit Parking Area I and Swidler Place, Almond Avenue was included in the evaluation for permit parking. After review of the streets and neighborhood staff confirmed that Swidler Place and Almond Avenue met the objectives and criteria of the City's NPPP for permit parking consideration. Staff mapped the number of legal parking spaces for the street and conducted parking occupancy studies during hours of highest demand identified by the proponent. Both Swidler Place and Almond Avenue exceeded the 75% minimum level of parking occupancy, with an average parking occupancy of 93% for Swidler Place and 87% for Almond Avenue. Subsequently, staff mailed petitions to affected property owners. The results of the petition process for Swidler Place indicate that 85% of property owners are in favor of permit parking, 0% are opposed, and 15% did not respond. On Almond Avenue 75% of property owners are in favor of permit parking, 0% are opposed, and 25% did not respond.

Based on the above staff supports, and the CTC recommends implementation of permit parking. If approved, Swidler Place from Chapman Avenue to Almond Avenue and Almond Avenue from Swidler Place to Olympia Way, would establish Permit Parking Area "AD".

7. ATTACHMENTS

- Attachment 1 Resolution No. 11630
- Attachment 2 Swidler Place and Almond Avenue Activation Map
- Attachment 3 City Traffic Commission Staff Report June 11, 2025
- Attachment 4 City Traffic Commission Minutes June 11, 2025
- Attachment 5 Notification Letter Swidler Place & Almond Avenue

RESOLUTION NO. 11630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING A REVISED MASTER RESOLUTION OF DESIGNATED PERMIT PARKING AREAS AND ESTABLISHED PERMIT PARKING OPPORTUNITY AREAS WITHIN THE CITY OF ORANGE

WHEREAS, pursuant to California Vehicle Code Section 22507, local authorities may generally prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, local authorities may also include a designation of certain streets upon which preferential parking privileges are established with a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution; and

WHEREAS, pursuant to the authority provided by the California Vehicle Code, the City Council of the City of Orange codified Chapter 10.30 of the Orange Municipal Code generally establishing parking requirements for the City of Orange; and

WHEREAS, Sections 10.30.010 and 10.30.020 specifically establishes the Neighborhood Parking Permit Program designating portions of certain public streets for permit-parking and explicitly authorizes the City Council of the City of Orange to add, remove or modify designated areas within the Neighborhood Parking Permit Program by resolution; and

WHEREAS, the creation of a “Master Resolution” containing all the permit parking areas in a single document eliminates the need to potentially revise multiple resolutions when an area is added, deleted, or modified within the Neighborhood Parking Permit Program; and

WHEREAS, the City Council of the City of Orange most recently adopted said Master Resolution on August 12, 2025 (Resolution No. 11626), containing a list of all permit parking areas within the City; and

WHEREAS, staff now recommends adding additional streets in the Neighborhood Permit Parking Program; and

WHEREAS, accordingly, the City Council desires to rescind Resolution No. 11626 and replace it with a revised resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange as follows:

SECTION I:

That Resolution No. 11626, adopted August 12, 2025, is hereby rescinded, effective immediately upon the date of the adoption of Resolution No. 11630.

SECTION II:

That the following streets be added to the Neighborhood Permit Parking Program as Area “AD”:

The east side of S. Swidler Place, from E. Chapman Avenue to E. Almond Avenue
Both sides of E. Almond Avenue, from S. Swidler Place to S. Olympia Way

SECTION III:

That the Master Resolution of Permit Parking Area for the Neighborhood Permit Parking Program attached hereto as Exhibits A-I are hereby adopted.

ADOPTED this ____ day of _____, 2025

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Wayne W. Winthers
Interim 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 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 _____, 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

The following areas are all areas that have been designated by the City Council for inclusion in the Neighborhood Permit Parking Program and are subject to Chapter 10.30 of the Orange Municipal Code. Any additions or deletions to the Neighborhood Permit Parking Program shall be made by amending this Master Resolution.

CHAPMAN UNIVERSITY NEIGHBORHOOD PERMIT PARKING AREA “A”

1. Both sides of Center St. from Walnut Ave. to the southern terminus of Center St. adjacent to residential land uses.
2. Both sides of Cleveland St. from Palm Ave. to Sycamore Ave.
3. East side of Cypress St. from Maple Ave. to the southern property line of 171 North Cypress St.
4. Both sides of Cypress St. from Walnut Ave. to Sycamore Ave.
5. Both sides of Everett Pl. from Shaffer St. to Glassell St.
6. Both sides of Glassell St. from Walnut Ave. to Rose Ave.
7. East side of Grand St. from the southern property line of 127 N Grand Street to the northern property line of 147 North Grand St.
8. Both sides of Grand St. from Palm Ave. to the southern property line of 183 N Grand St. adjacent to residential land uses.
9. Both sides of Grand St. from Mayfair Ave. to Walnut Ave. adjacent to residential land uses.
10. Both sides of Harwood St. from Palm Ave. to the northern terminus of Harwood St.
11. Both sides of Jefferson Ave. from Harwood St. to Shaffer St.
12. East side of Lemon St. from Maple Ave. to the southern property line of 149 North Lemon St.
13. Both sides of Lemon St. from Palm Ave. to Walnut Ave. adjacent to residential land uses.
14. Both sides of Maple Ave. from Cleveland St. to Orange St. adjacent to residential land uses.
15. North side of Maple Ave. from Olive St. to the eastern property line of 115 East Maple Ave.
16. Both sides of Mayfair Ave. from Shaffer St. to Glassell St.
17. Both sides of Olive St. from Maple Ave. to the northern terminus of Olive St. adjacent to residential land uses.
18. Both sides of Olive St. from Sycamore Ave. to Walnut Ave.
19. Both sides of Orange St. from Maple Ave. to Palm Ave. adjacent to residential land uses.
20. Both sides of Orange St. from Walnut Ave. to the northern terminus of Orange St.
21. Both sides of Palm Ave. from Harwood St. to Glassell St. adjacent to residential land uses.
22. North side of Palm Ave. from Pine St. to Harwood St.
23. Both sides of Rose Ave. from Glassell St. to Grand St.
24. Both sides of Shaffer St. from Chapman Ave. to Walnut Ave. adjacent to residential land uses.
25. West side of Shaffer St. from Walnut Ave. to the northern property line of 516 North Shaffer St.
26. Both sides of Sycamore Ave. from Cambridge St. to Center St.
27. North side of Sycamore Ave. from Glassell St. to the western property line of 317 West Sycamore Ave. adjacent to residential land uses.
28. South side of Sycamore Ave. from the western property line of 314 West Sycamore Ave. to Lemon St.
29. Both sides of Walnut Ave. from Cambridge St. to Center St. adjacent to residential land uses.

AREA "B"

1. Both sides of Adams Ave. from Glassell St. to Grand St.
2. Both sides of Hoover Ave. from Glassell St. to Grand St.
3. Both sides of Quincy Ave. from Glassell St. to Grand St.
4. Both sides of Wilson Ave. from Glassell St. to Grand St.

AREA "C"

1. Both sides of Compton Ave. from Manchester Ave. to Lewis St.
2. East side of Lewis St. from the northerly property line at 4035 Compton Ave. to the southern property line of 119 N. Lewis St.
3. West side of Manchester Ave. from Sheringham Ave. to Compton Ave.
4. North side of Sheringham Ave. from Manchester Ave. to Windgap Dr.
5. South sides of Sheringham Ave. from Woodridge Cr. to Windgap Dr.
6. Both sides of Sunningdale Cr. from Compton Ave. south to include the cul-de-sac.
7. Both sides of Windgap Dr. from Compton Ave. south to include the cul-de-sac.
8. West side of Woodridge Cr. from Sheringham Ave. south to include the cul-de-sac.
9. East side of Woodridge Cr. from the northerly property line of 119 N. Woodridge Cr. south to include the cul-de-sac.

AREA "D"

1. Both sides of Dunas St. from Maple Ave. north to include the cul-de-sac.
2. Both sides of Maple Ave. from Prospect St. to Olympia Way.
3. Both sides of Olympia Way from Maple Ave. to Spring St.
4. Both sides of Shasta St. from Maple Ave. north to include the cul-de-sac.
5. Both sides of Vine Ave. from Olympia Way to its western terminus.
6. Both sides of First St. from Chapman Ave. north to include the cul-de-sac.
7. Both sides of Pearl Ave. from First St. to McPherson Rd.
8. East side of McPherson Rd. from 131 to 133 N. McPherson Rd.

AREA "E"

1. West side of Elm St. south of Sycamore Ave. to include the cul-de-sac.

AREA "F"

Permit Parking between the hours of 10:00 p.m. and 6:00 a.m.

1. Both sides of Almond Ave. from Prospect St. to Violet Ln.
2. Both sides of Kathleen St. from Chapman Ave. to Palmyra Ave.
3. Both sides of Palmyra Ave. from Craig Dr. to Prospect St.
4. East side of Prospect St. from Almond Ave. to Palmyra Ave.
5. Both sides of Violet Ln. from Almond Ave. to Palmyra Ave.

AREA “G”

Permit Parking between the hours of 10:00 p.m. and 6:00 a.m.

1. Both sides of Euclid Ave. from James St. to Seranado St.
2. Both sides of James St. from Sycamore Ave. to Euclid Ave.
3. Both sides of Palm Ave. from Swidler St. to Seranado St.
4. Both sides of Sycamore Ave. from Swidler St. to Seranado St.
5. Both sides of Seranado St. from Spring St. to Walnut Ave.
6. Both sides of Silverleaf Ave. from Thomas St. to Seranado St.
7. Both sides of Spring St. from Swidler St. to Seranado St.
8. Both sides of Swidler St. from Spring St. to Walnut Ave.
9. Both sides of Thomas St. from Sycamore Ave. to Silverleaf Ave.
10. Both sides of Walnut Ave. from Swidler St. to Seranado St.

AREA “H”

1. Both sides of Shaffer St. beginning 390 feet north of Katella Ave. and ending at Trenton Ave. (R-1 zoned single-family residences only.)

AREA “I”

1. Both sides of Almond Ave. from Prospect St. to Dunas St.
2. Both sides of Century Ave. from James St. to Thomas St.
3. Both sides of Craig Dr. 100 feet south of Roberta Dr. to Prospect St.
4. Both sides of Dunas St. from Palmyra Ave. to Almond Ave.
5. Both sides of James St. from Century Dr. to La Veta Ave.
6. North side of La Veta Ave. from Prospect St. to Dunas St.
7. Both sides of Merelet Ln. from Craig Dr. to include the cul-de-sac.
8. Both sides of Olympia Way from Palmyra Ave. to Almond Ave.
9. North side of Palmyra Ave. from Prospect St. to Thomas St.
10. Both sides of Ruth Pl. easterly of James St.
11. Both sides of Ruth Pl. from Prospect St. to Olympia Way.
12. Both sides of Shasta St. from Palmyra Ave. to Almond Ave.
13. Both sides of Thomas St. from Century Dr. to Palmyra Ave.

AREA “J”

1. Both sides of Binnacle Ave. from Jetty Dr. to its easterly terminus.
2. North side of Chapman Ave. from Jetty Dr. to 4537 W. Chapman Ave.
3. North side of Chapman Ave. frontage road from Jetty Dr. to cul-de-sac.
4. Both sides of Grant Pl. from Chapman Ave. northerly to include the cul-de-sac.
5. Both sides of Jetty Dr. from Chapman Ave. to Sirius Ave.
6. West side of Lewis St. from Sirius Ave. to Simmons Ave.
7. South side of Simmons Ave. from Lewis St. to Spinnaker St.
8. Both sides of Sirius Ave. from Lewis St. to Jetty Dr.
9. Both sides of Spinnaker St. from Binnacle Ave. to Simmons Ave.

10. Both sides of Stay Court easterly of Jetty Dr.
11. Both sides of Tiller Ave. from Lewis St. to Spinnaker St.

AREA “K”

1. Both sides of the 2700 block of E. Bennett Ave.
2. Both sides of the 2700 block of E. Killingsworth Ave.
3. Both sides of the 100-200 blocks of N. Malena Dr.
4. Both sides of the 2700 block of E. Sherman Ave.
5. Both sides of the 100-200 blocks of N. Wheeler St.

AREA “L”

1. Both sides of Jacaranda Ave. from Morgan St. to Mallard St.
2. Both sides of Juniper Ave. from Morgan St. to Mallard St.
3. Both sides of Mallard St. from Collins Ave. northerly to 985 N. Mallard St.
4. Both sides of Morgan St. from Collins Ave. northerly to 986 N. Morgan St.

AREA “M”

1. Both sides of Citrus St. from Almond Ave. to the southerly commercial property lines south of Chapman Ave.

AREA “N”

1. West side of Bedford Rd. from La Veta Ave. to Bronson Ave.

AREA “O”

1. North side of Spring St. from Hewes St. to Earlham St.

AREA “P”

1. Both sides of the 1000 block of Gardner Dr.
2. Both sides of the 1000 block of Greengrove St.
3. Both sides of Monroe Ave. from California St. to Lincoln St.
4. Both sides of Quincy Ave. from California St. to Lincoln St.
5. Both sides of Lincoln St. between Adams Ave. and Wilson Ave. including the cul-de-sac.
6. West side of Lincoln St. from 990 N. Lincoln St. to Adams Ave.
7. East side of Lincoln St. from 1073 N. Lincoln St. to Adams Ave.
8. Both sides of Adams Ave. between Lincoln St. and California St.

AREA “Q”

1. Both sides of the 8500 block of Biscayne Way.
2. Both sides of the 8500 block of Deershire Ct.
3. Both sides of the 200 block of Fairfield Ln.
4. Both sides of the 200 block of Firenza Way.
5. Both sides of the 8500 block of Heatherview Ln.

AREA “R”

1. Both sides of San Luis Dr. from 7821 (north side) to Santa Cruz Ave., and from 7816 (south side) to the beginning of 8132.
2. 8102 and 8110 Santa Cruz Ave. (south side).
3. Both sides of Santa Maria St. between San Luis Dr. and Santa Cruz Ave.

AREA “S”

1. Both sides of Poplar St. between Maple Ave. and the cul-de-sac.
2. North side of Maple Ave. between Stevens St. and 1949 W. Maple Ave.
3. South side of Maple Ave. from Stevens St. to 2010 W. Maple Ave.
4. Both sides of Eckhoff St. between 130-283 N. Eckhoff St.

AREA “T”

1. Both sides of Cully Dr. from the westerly property lines of 861 and 864 W. Cully Dr. to the cul-de-sac.
2. Four spaces on the east side of Eckhoff St. from the southerly limit to W. Arbor Way (approximately 110 feet).
3. Five spaces on the east side of Eckhoff St. from 45 feet north of W. Arbor Way end of curb return to Maple Ave. (approximately 140 feet. It allows one parking space to remain in the permit parking program just north of the driveway at 2037 W. Arbor Way for visibility).
4. Three spaces on the east side of Eckhoff St. north of Willow Ave. to the northerly limit (approximately 70 feet).
5. Two spaces on the east side of Eckhoff St. from the existing red curb north of Maple Ave. to the driveway south of 206 N. Eckhoff St.

AREA “U”

1. Both sides of Waverly St. from the northerly property lines of 133 and 138 S. Waverly St. to Almond Ave.

AREA “V”

1. The south side of E. Rose Ave. from 1932/1934 to N. Highland St.
2. Both sides of N. Highland St. from E. Rose Ave. to E. Barkley Ave.
3. Both sides of E. Mayfair Ave. from 1740 E. Mayfair Ave. to N. Highland St.
4. The south side of E. Lomita Ave. from 1734/1736 to N. Highland St.
5. The north side of E. Lomita Ave. from 1901 to N. Highland St.
6. Both sides of E. Barkley Ave. from the cul-de-sac to N. Highland St.
7. Both sides of the cul-de-sacs of N. Victoria Dr., N. Russell Dr., and N. Shirley Dr., north of E. Mayfair Ave.

AREA “W”

1. Both sides of Madison Ave. from Wayfield St. to the cul-de-sac.
2. Both sides of Orange Grove Ave. from Wayfield St. to the westerly property lines of 1743/1744
3. E. Orange Grove Ave.
4. East side Wayfield St. between Orange Grove Ave. and the southerly property lines of 550/555 Wayfield St.
5. West side of Wayfield St. between Orange Grove Ave. and Madison Ave.

AREA “X”

1. South side of Collins Ave. from Hart St. to 2842 E. Collins Ave.

AREA “Y”

1. Both sides N. Citrus St. from Walnut Ave. to W. Sycamore Ave.

AREA “Z”

1. Both sides of Sycamore Ave. from Rancho Santiago Blvd. to Richard St.
2. Both sides Rancho Santiago Blvd. from the south city limits to Silverleaf Ave.
3. Both sides of Silverleaf Ave. from Rancho Santiago Blvd. to Richard St.
4. Both sides of Christine St. from Silverleaf Ave. to Sycamore Ave.
5. Both sides of Richard St. from Silverleaf Ave. to Sycamore Ave.

AREA “AA”

1. Both sides of Ryals Ln. from the West City limit to Bob White Way.
2. East side of Bob White Way between Ryals and Partridge Ln.
3. Both sides of the 200 Block of Renee St.
4. Both sides of Avenida Palmar, from west City limits to N. Thora St.
5. Both sides of Sandpiper Circle.

AREA “AB”

1. Both sides of Mallard Street, from 985 N. Mallard St. to Jackson Ave.

AREA “AC”

1. Both sides of Via Lardo Avenue from Hewes Street to easterly terminus.

AREA “AD”

1. East side of Swidler Place from Chapman Avenue to Almond Avenue.
2. Both sides of Almond Avenue from Swidler Place to Olympia Way.

OPPORTUNITY AREA “1”

1. Both sides of Lilac Ln. from Culver Ave. to Orchard Ave.
2. Both sides of Plum Ln. from Culver Ave. to Orchard Ave.
3. Both sides of Orchard Ave. from Flower St. to the easterly terminus of the street.
4. Both sides of Bedford Rd. between Culver Ave. and La Veta Ave.
5. Both sides of Devon Rd. between Palmyra Ave. and Culver Ave. (permit parking between the hours 4:00p.m. and 9:00a.m.)
6. Both sides of Crest Rd. between Palmyra Ave. and Culver Ave.

OPPORTUNITY AREA “2”

1. Both sides of Fairway Dr. from Cambridge St. to Tustin St.
2. Both sides of Young Cir. south of Fairway Dr.
3. Both sides of Greenview Dr. south of Fairway Dr.

OPPORTUNITY AREA “3”

1. Wayfield St. between Palm Ave. and Walnut Ave.
2. Palm Ave. between Park Ln. and Wayfield St.
3. Park Ln. between Dana Pl. and Palm Ave.
4. Wayfield Cr. south of Palm Ave.
5. Both sides of Mount Vernon Ave. between Wayfield St. and Le May Ct.
6. Both sides of Park Ln. between Mount Vernon Ave. and Sycamore Ave.
7. Both sides of Martha Ave. east of Park Ln.
8. Both sides of Sycamore Ave. between Wayfield St. and Highland St.
9. Both sides of Highland St. between Sycamore Ave. and south terminus.
10. Both sides of Wayfield St. from Chapman Ave. north to include the cul-de-sac.

OPPORTUNITY AREA “4”

1. Both sides of Trenton Ave. from the westerly property lines of 331 E. Trenton Ave. and 1482 N. Grant St. to Shaffer St.
2. Both sides of Trenton Ave., from Shaffer St to Cleveland St.
3. Both sides of Grant St. from Trenton Ave. to the cul-de sac.

OPPORTUNITY AREA “5”

1. Both sides of Greengrove St. from Meats Ave. to the southern terminus.
2. Both sides of Del Mar Ave. from Cambridge St. to Greengrove St.
3. South side of Meats Ave., from Cambridge St. to Greengrove St.

EXHIBIT B

The following are descriptions of preemptively established permit parking opportunity areas approved by the City Council and are subject to Chapter 10.30 of the Orange Municipal Code. Any additions or deletions to the Neighborhood Permit Parking Program shall be made by amending this Master Resolution.

CHAPMAN UNIVERSITY NEIGHBORHOOD PERMIT PARKING OPPORTUNITY AREA “A”

Generally bounded by Lomita Avenue to the north, Cypress Street to the west, Chapman Avenue to the south, and Cambridge Street to the east, as shown in Exhibit C.

OPPORTUNITY AREA “1”

To the north, Opportunity Area “1” is comprised of the area bounded by Sycamore Avenue. To the west, Opportunity Area “1” is comprised of the area bounded by, but does not include, the 57 Freeway. To the south, Opportunity Area “1” is comprised of the area bounded by, but does not include, the 22 Freeway from the 57 Freeway to Bedford Road, and La Veta Avenue from Bedford Road to Main Street. To the east, Opportunity Area “1” is comprised of the area bounded by, and inclusive of, the east side of Bedford Road from the 22 Freeway to La Veta Avenue; and bounded by, but does not include, Main Street from La Veta Avenue to Sycamore Avenue.

OPPORTUNITY AREA “2”

To the north, Opportunity Area “2” is comprised of the area bounded by, but does not include, the Santiago Creek Bike Trail. To the west, Opportunity Area “2” is comprised of the area bounded by, but does not include, Cambridge Street. To the south, Opportunity Area “2” is comprised of the area bounded by, but does not include, the 22 Freeway. To the east, Opportunity Area “2” is comprised of the area bounded by, but does not include, Tustin Street.

OPPORTUNITY AREA “3”

To the north, Opportunity Area “3” is comprised of the area bounded by, but does not include, the Walnut Avenue. To the west, Opportunity Area “3” is comprised of the area bounded by, and inclusive of, Wayfield Street from Walnut Avenue to Palm Avenue and Wayfield Street from Chapman Avenue to the northern terminus of Wayfield Street. To the south, Opportunity Area “2” is comprised of the area bounded by, but does not include, Chapman Avenue. To the east, Opportunity Area “2” is comprised of the area bounded by, but does not include, the 55 Freeway and Le May Court.

OPPORTUNITY AREA “4”

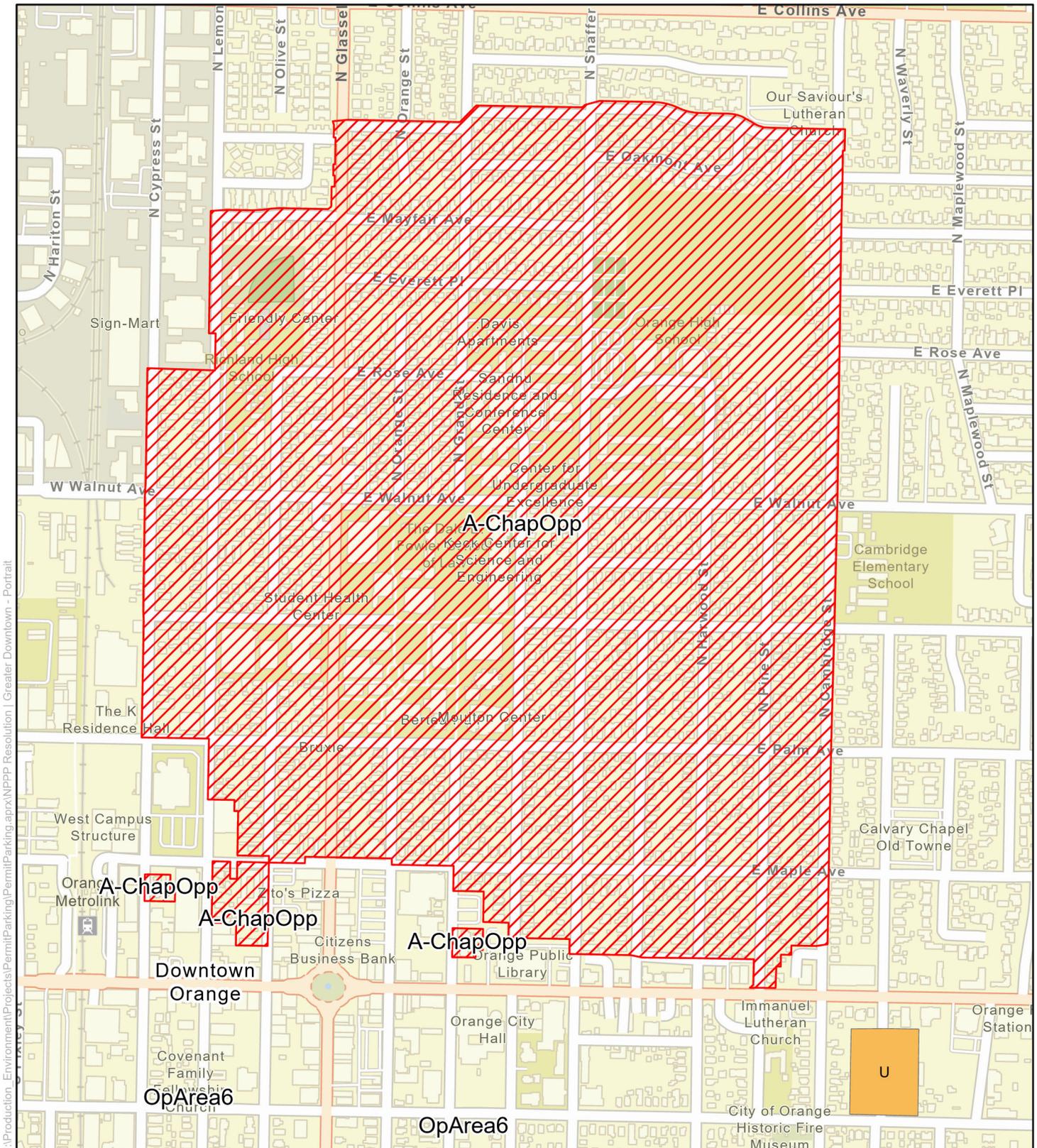
To the north, Opportunity Area “4” is comprised of the area bounded by, and inclusive of, Trenton Avenue. To the west, Opportunity Area “4” is comprised of the area bounded by the western property line of 331 East Trenton Avenue. To the south, Opportunity Area “4” is comprised of the area bounded by the prolongation of the southern property line of 1411 North Shaffer Street and 1412 North Shaffer Street. To the east, Opportunity Area “4” is comprised of the area bounded by, but does not include, Cambridge Street.

OPPORTUNITY AREA “5”

To the north, Opportunity Area “5” is comprised of the area bounded by, and inclusive of, the south side of Meats Avenue. To the west, Opportunity Area “5” is comprised of the area bounded by, but does not include, Cambridge Street. To the south, Opportunity Area “5” is comprised of the area bounded by, and inclusive of, Del Mar Avenue and the southern terminus of Greengrove Street. To the east, Opportunity Area “5” is comprised of the area bounded by, and inclusive of, Greengrove Street.

OPPORTUNITY AREA “6”

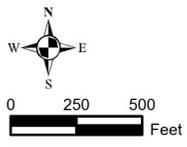
Opportunity Area “6” is generally bounded by Almond Avenue to the north, Cypress Street to the west, Palmyra Avenue to the south, and Shaffer Street to the east, as shown in Exhibit I.



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- Legend**
- A-ChapOpp
 - Area U

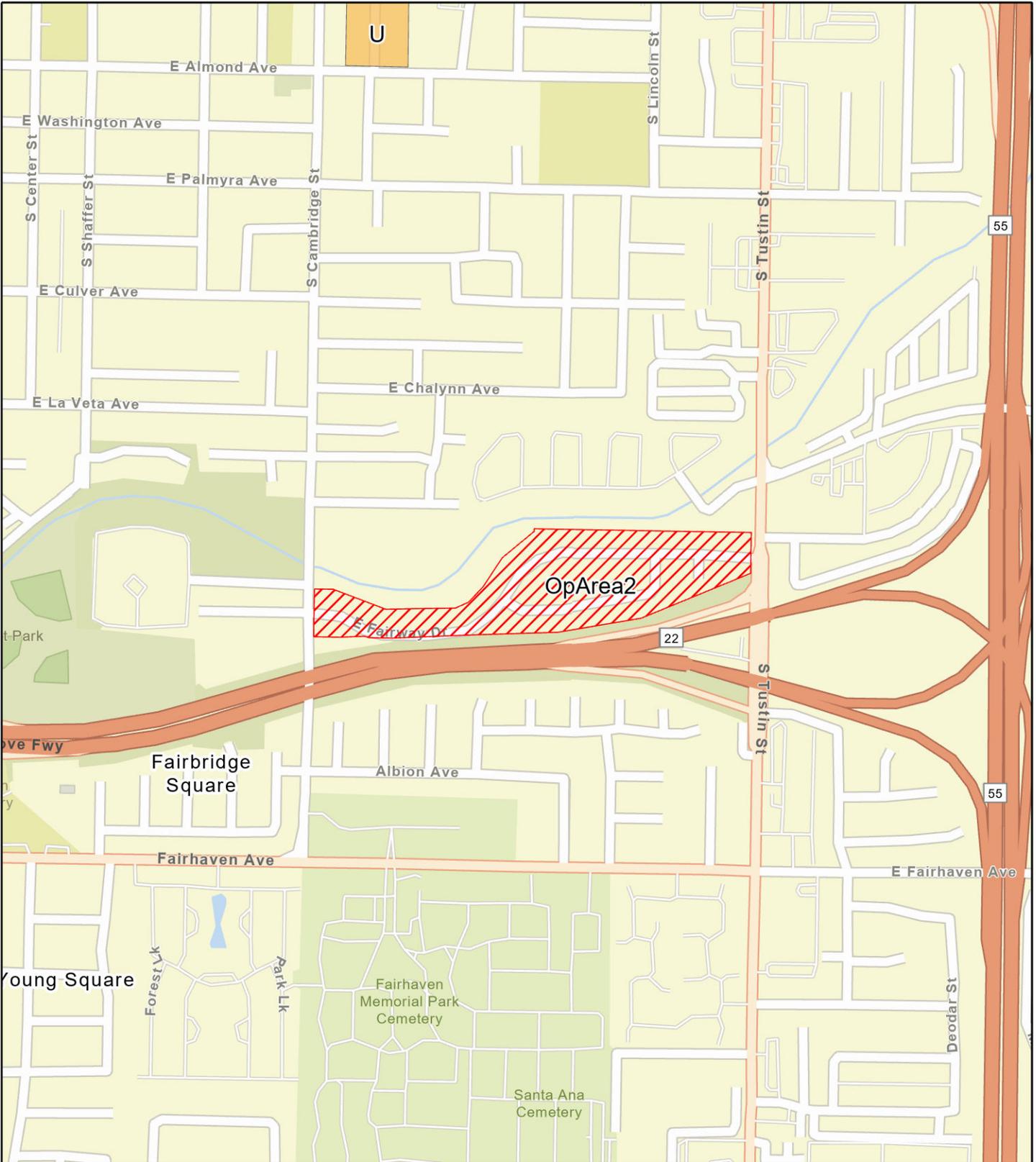


1/21/2025
Source: City of Orange (2024)

Exhibit C

CITY OF ORANGE

Area "A" Chapman Neighborhood Area

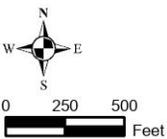


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Exhibit E

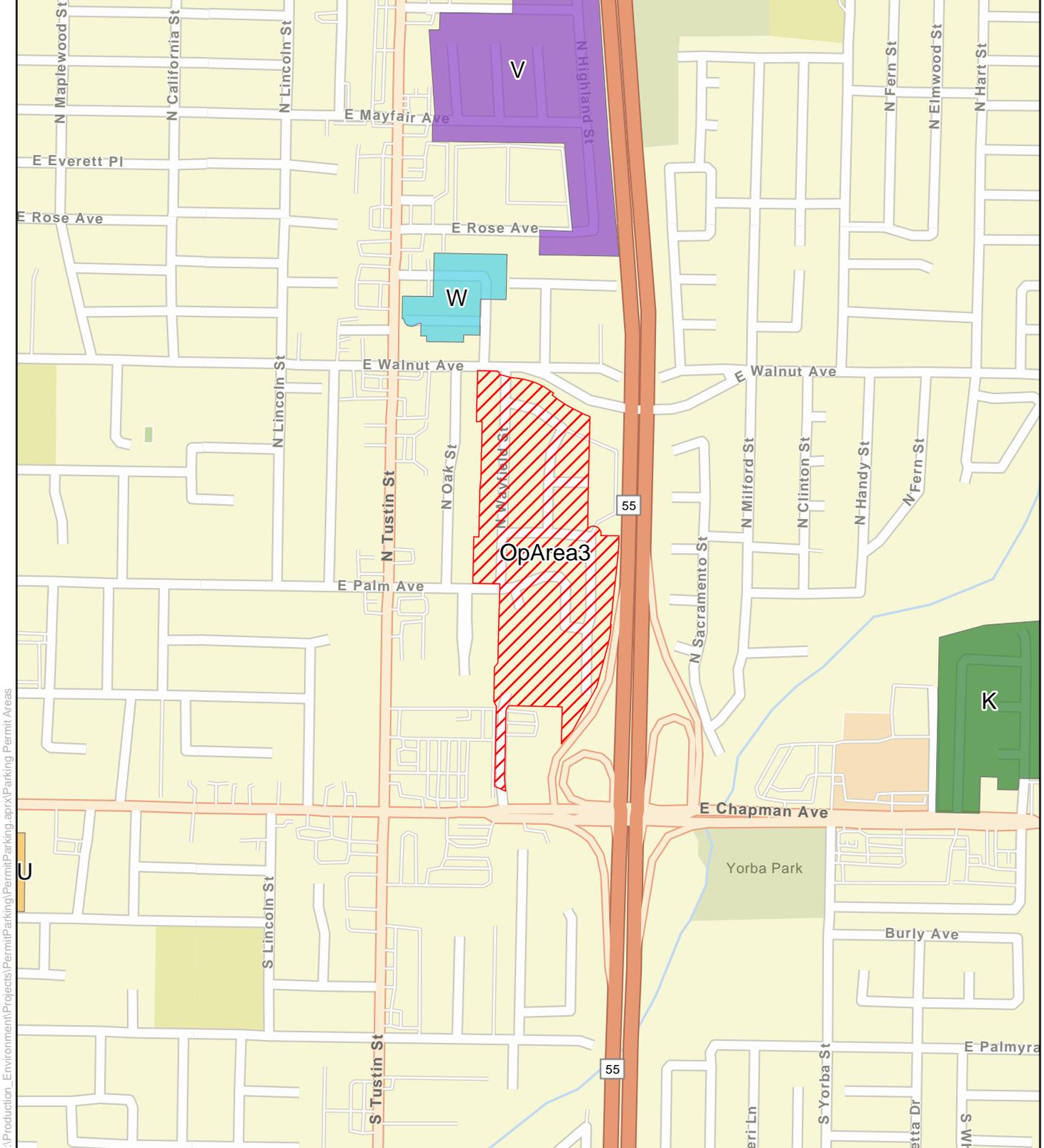


- Legend**
-  NPPP Opportunity Area 2
 -  Area U



1/20/2025
Source: City of Orange (2024)

CITY OF ORANGE
Opportunity Area 2



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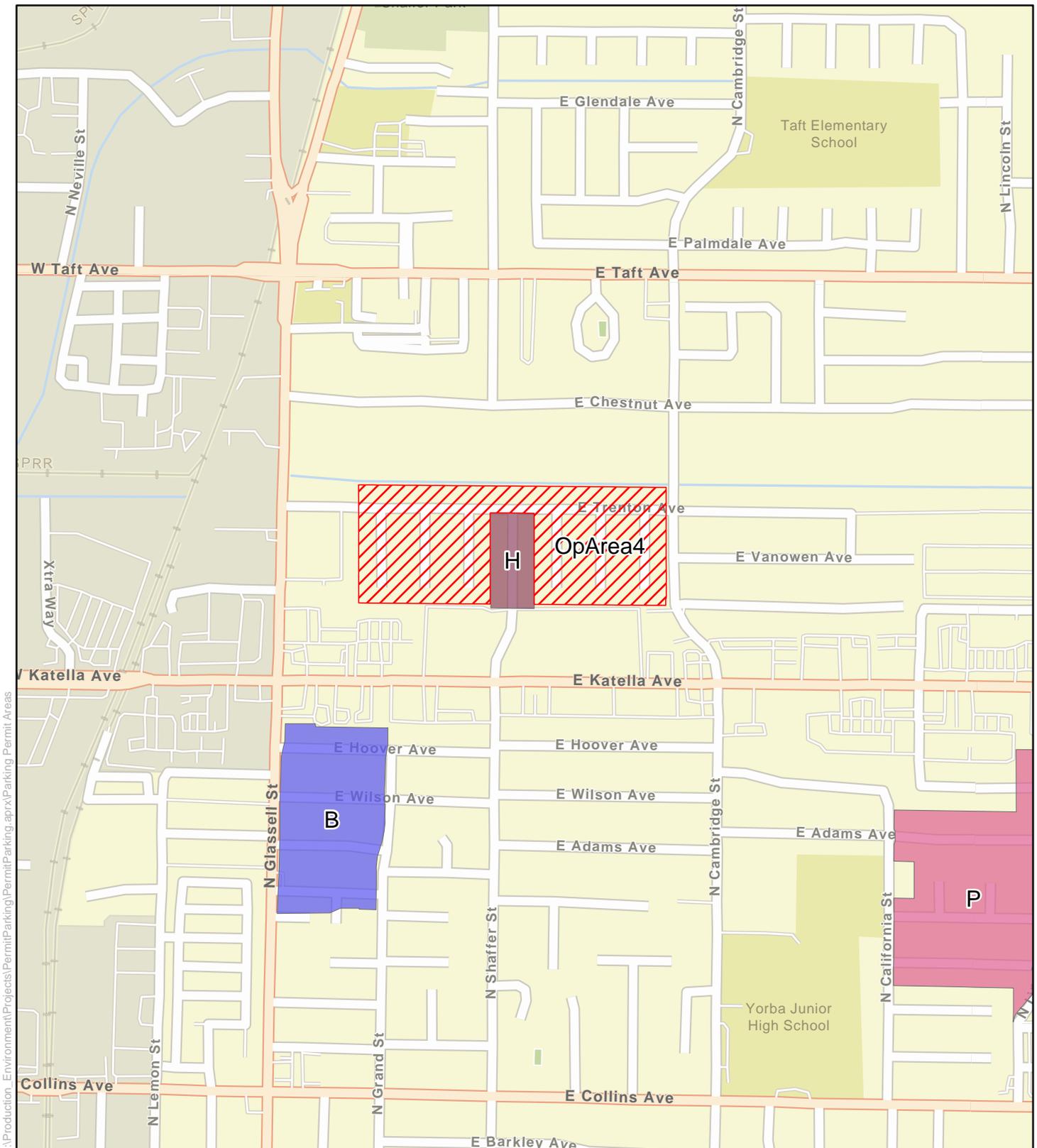
- Legend**
-  NPPP Opportunity Area 3
 -  Area K
 -  Area U
 -  Area V
 -  Area W



12/12/2024
Source: City of Orange (2024)

Exhibit F

CITY OF ORANGE
Opportunity Area 3



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- Legend**
-  NPPP Opportunity Area 4
 -  Area B
 -  Area H
 -  Area P



12/12/2024
Source: City of Orange (2024)

Exhibit G

CITY OF ORANGE
Opportunity Area 4

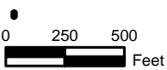


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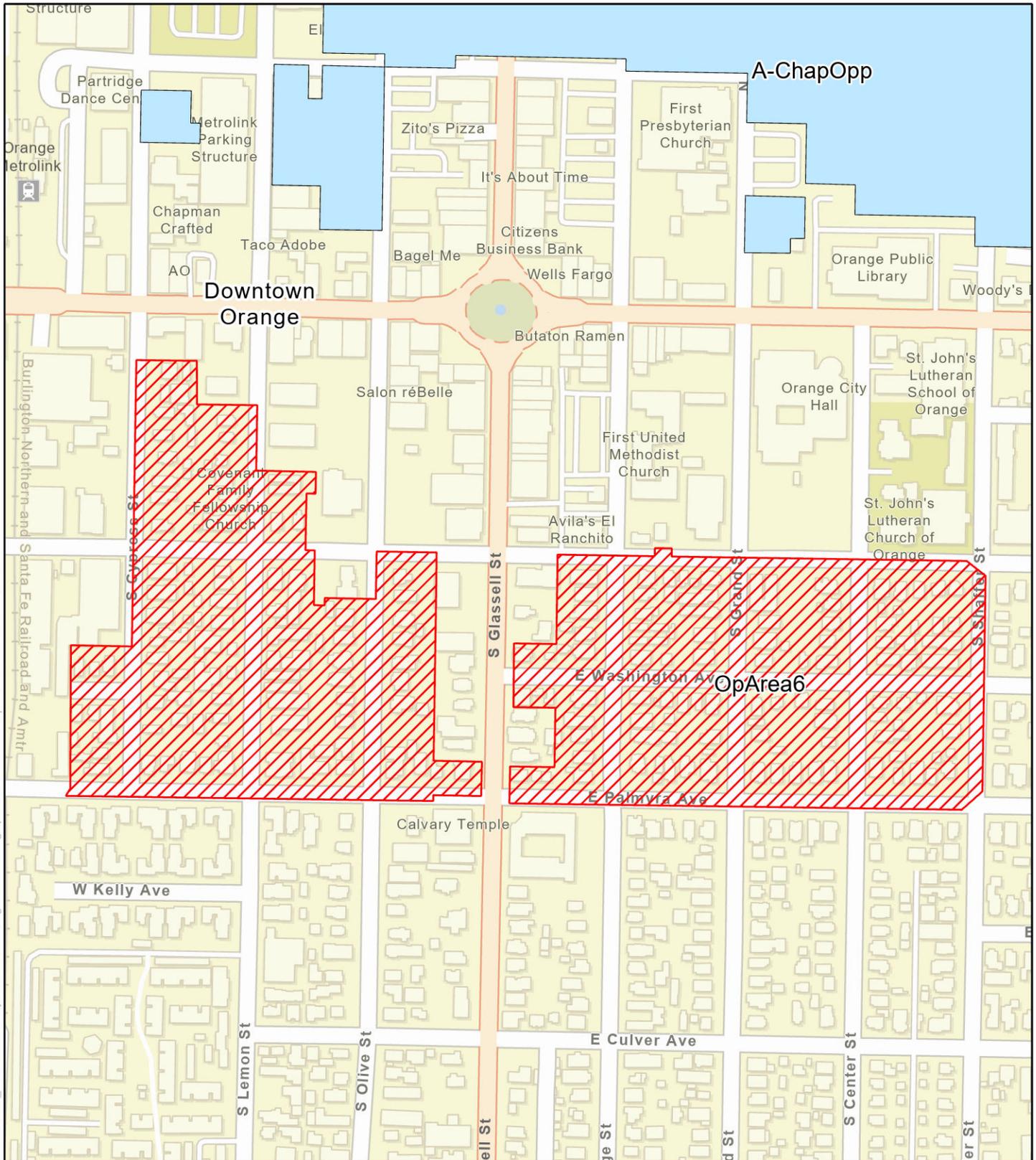
Legend
 NPPP Opportunity Area 5

Exhibit H



12/12/2024
Source: City of Orange (2024)

CITY OF ORANGE
Opportunity Area 5



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- Legend**
- Area "A" Chapman
 - Opportunity Area 6

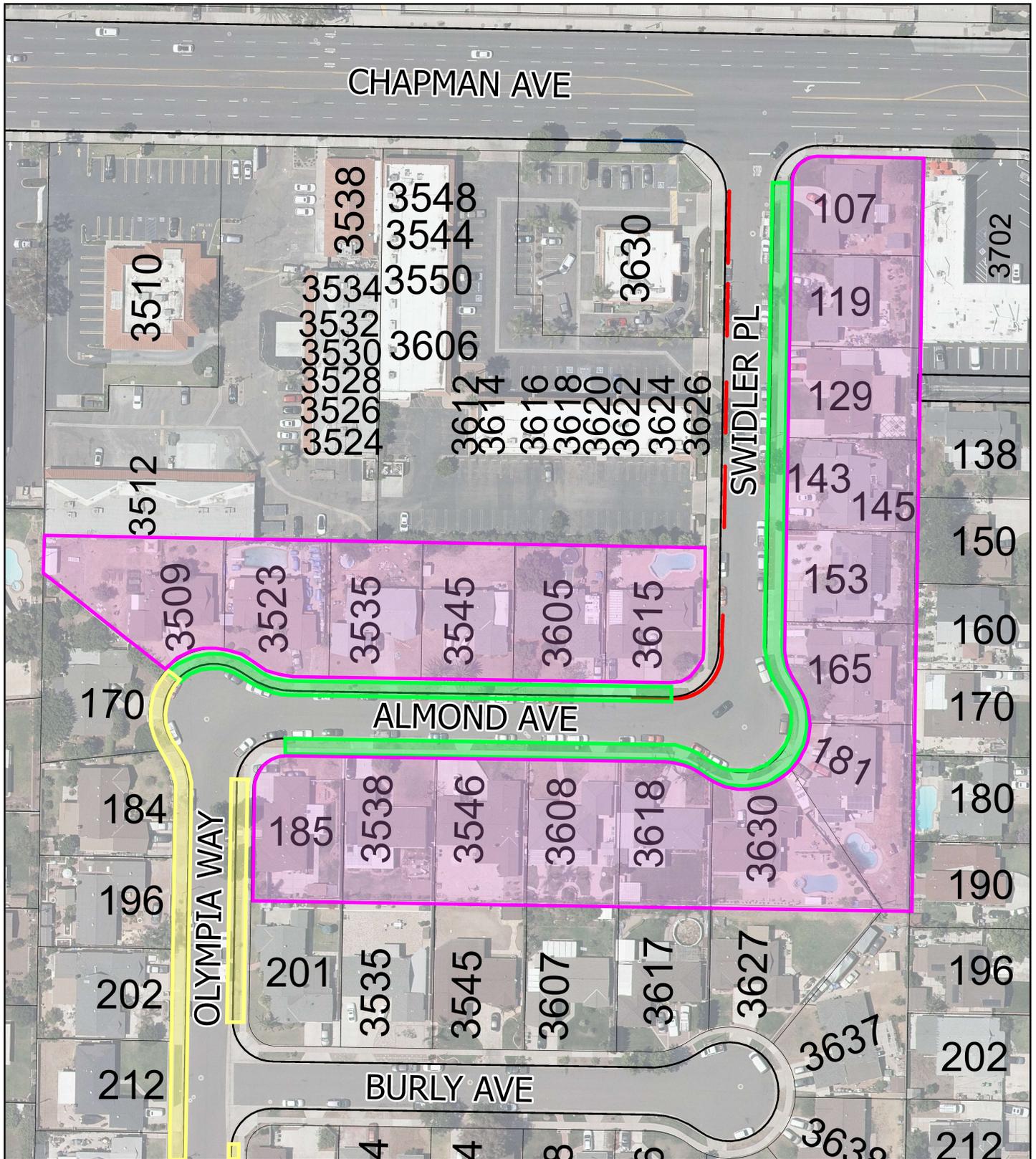


1/22/2025

Source: City of Orange (2025)

Exhibit I

CITY OF ORANGE
Opportunity Area 6



CHAPMAN AVE

SWIDLER PL

ALMOND AVE

OLYMPIA WAY

BURLLY AVE

Permit Parking on Swidler Place & Almond Avenue



Legend:

Proposed Permit Parking Area AD

Existing Permit Parking Area I (1999)

Petition Area

Existing Red Curb



CITY OF ORANGE

ATTACHMENT 2 - ACTIVATION MAP

6/3/2025

Source: City of Orange (2024)



Agenda Item

City Traffic Commission

Item #: 4.3.

6/11/2025

File #: 25-0334

TO: Chair and Members of the City Traffic Commission

THRU: Larry Tay, City Traffic Engineer

FROM: Maria Flores, Assistant Engineer

1. SUBJECT

Request for permit parking on the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue, and both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way.

2. SUMMARY

The request is to implement permit parking on the east side of S. Swidler Place and both sides of E. Almond Avenue, which is adjacent to Permit Parking Area I. The request meets the implementation criteria contained in the city's Neighborhood Permit Parking Program.

3. RECOMMENDED ACTION

1. Approve the implementation of permit parking along the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue.
2. Approve the implementation of permit parking on both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way.
3. Forward to the City Council for final action.

4. FISCAL IMPACT

None. Implementation involves minimal staff time and minimal expenditures that have already been approved in the City's operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Background

In January 1999, the City Council approved the establishment of Permit Parking Area I for the streets surrounding McPherson Magnet School as depicted on the Area Map attached. S. Swidler Place and E. Almond Avenue were given the opportunity to implement permit parking at the time, but they did not receive enough support from residents. In recent years, residents have noticed an increase in demand for on-street parking along their frontage, explaining that the demand for on-street parking originates from outside the neighborhood.

A property owner on S. Swidler Place submitted a request to initiate the process for permit parking on Swidler Place. Due to its proximity to existing Permit Parking Area I and Swidler Place, Almond Avenue was included in the evaluation for permit parking. The limits for evaluation are shown on the attached Area Map. In accordance with the Neighborhood Permit Parking Program (NPPP), staff performed an initial screening of the study area to determine the following:

1. Whether each street is eligible to be considered for permit parking; and
2. If so, does said street lie within a City-defined permit parking opportunity area with streamlined procedures.

Because each of the above streets are eligible for permit parking and outside of a City-defined permit parking opportunity area, minimum levels of parking occupancy and property owner support must be met to recommend permit parking. Both are discussed below.

Parking Occupancy Study

Staff mapped and counted the number of legal parking spaces for each of the streets in the study area. The proponent provided staff with the days and times when parking demand in the neighborhood was believed to be at its highest. Staff then conducted the parking observations during those reported hours. Per the City’s NPPP, a street parking occupancy rate of 75% is required to qualify for permit parking. Both Swidler Place and Almond Avenue exceeded the 75% threshold, with an average parking occupancy of 93% for Swidler Place and 87% for Almond Avenue.

Petition Results

Because the parking occupancy exceeded the minimum 75% threshold on both Swidler Place and Almond Avenue, a petition was circulated to the property owners along those streets. The petition letter and a list of permit parking advantages and disadvantages were provided to each owner on the candidate streets. The table below shows the results of the neighborhood polling.

Affected Streets	Households in Favor		Households Oppose		Unreturned	
Swidler Place	6	85%	0	0%	1	15%
Almond Avenue	9	75%	0	0%	3	25%

The final results of the petition process indicate that both Swidler Place and Almond Avenue meet the required minimum 75% of property owners in favor of the permit parking program.

Findings:

Through the parking occupancy studies, staff have documented a consistently high demand for on-street parking on Swidler Place and Almond Avenue. Since the level of demand for parking exceeds the minimum requirements for occupancy and petition support under the City’s NPPP, permit parking is recommended for Swidler Place and Almond Avenue as shown on the Site Sketch & Petition Area Map.

The following should be kept in mind:

1. Under the NPPP, property owners on any adjacent street experiencing spillover may request to initiate permit parking within a year without having to pay the application fee. Parking occupancy, petition thresholds, and other requirements in effect at the time would still apply.

2. Any vehicle parked in a designated parking-by-permit area without a permit is subject to citation. Parking permits do not supersede the street sweeping restrictions in the neighborhood.

7. ATTACHMENTS

- Letter of Request
- Area Map
- Site Sketch & Petition Area Map
- Notification Letters (2)

Hello,

We are writing to formally request the implementation of permit parking on South Swidler Place in Orange. Over the past few years, parking conditions have become increasingly challenging for the residents of our street, primarily due to the rise in the number of occupants in the nearby apartments.

The residents from these apartments have adopted practices that severely impact parking availability for homeowners on our street. These include deliberately parking vehicles in a manner that occupies multiple spaces, frequently swapping out vehicles to retain prime spots, leaving cars parked for extended periods, and moving them only for street sweeping on Thursdays. Furthermore, we have observed that some residents use their parked vehicles as gathering spots, lingering for hours and even working on their cars late into the night.

These behaviors have created significant challenges for the residents of South Swidler Place. For example, on Wednesdays, trash pickup has become increasingly difficult, leading many of us to resort to placing our trash cans in the street to a spot for trash day. Otherwise, our trash may not be collected due to blocked access, which has occurred multiple times. Additionally, some individuals park dangerously close to driveways, making it difficult for residents to enter or exit their homes.

The situation has escalated to the point where tensions have risen between residents and those occupying parking spots from the apartments. There have been altercations, including an incident involving our gardener, who was confronted by apartment residents for "taking" a parking spot. This hostile environment is creating an uncomfortable atmosphere for all involved.

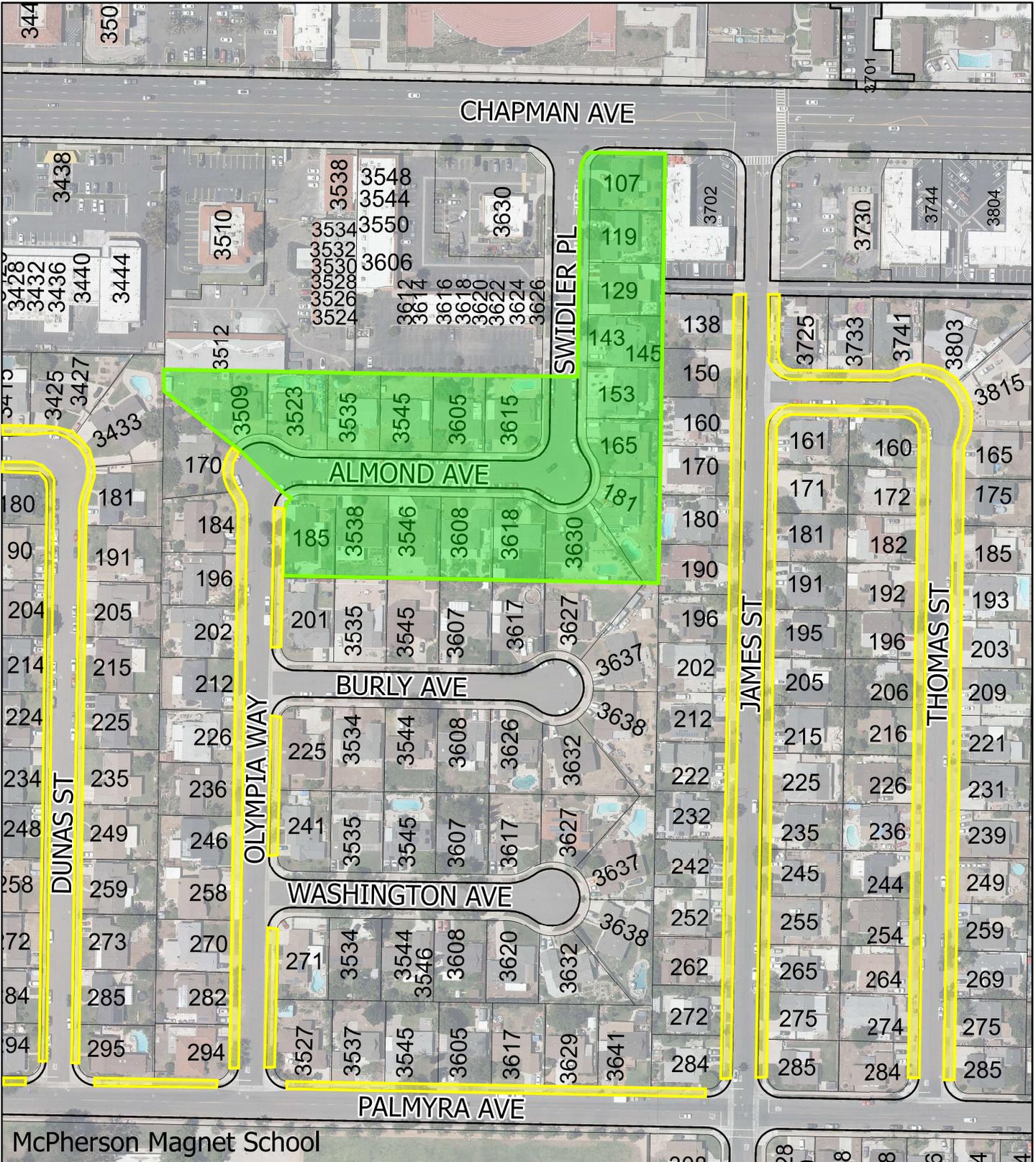
Moreover, the lack of available parking has become a severe inconvenience for our guests, and we have received tickets when forced to use the parking lot across the street during gatherings. This is particularly concerning as we have a disabled child who requires regular medical attention, and nurses and other supportive service staff need a spot to park. The current situation often necessitates "musical cars" to ensure a spot in our driveway, leading to us blocking the sidewalk—a situation that is far from ideal.

It is worth noting that all streets surrounding ours have implemented permit parking due to similar issues, and it is unclear why South Swidler Place has yet to be afforded the same consideration. Given the significant challenges we face, we strongly believe that permit parking is a necessary measure to restore order and ensure that the residents of South Swidler Place can enjoy the peace and comfort of their homes.

Please consider our request and take the necessary steps to implement permit parking on our street.

Thank you.

James Perez



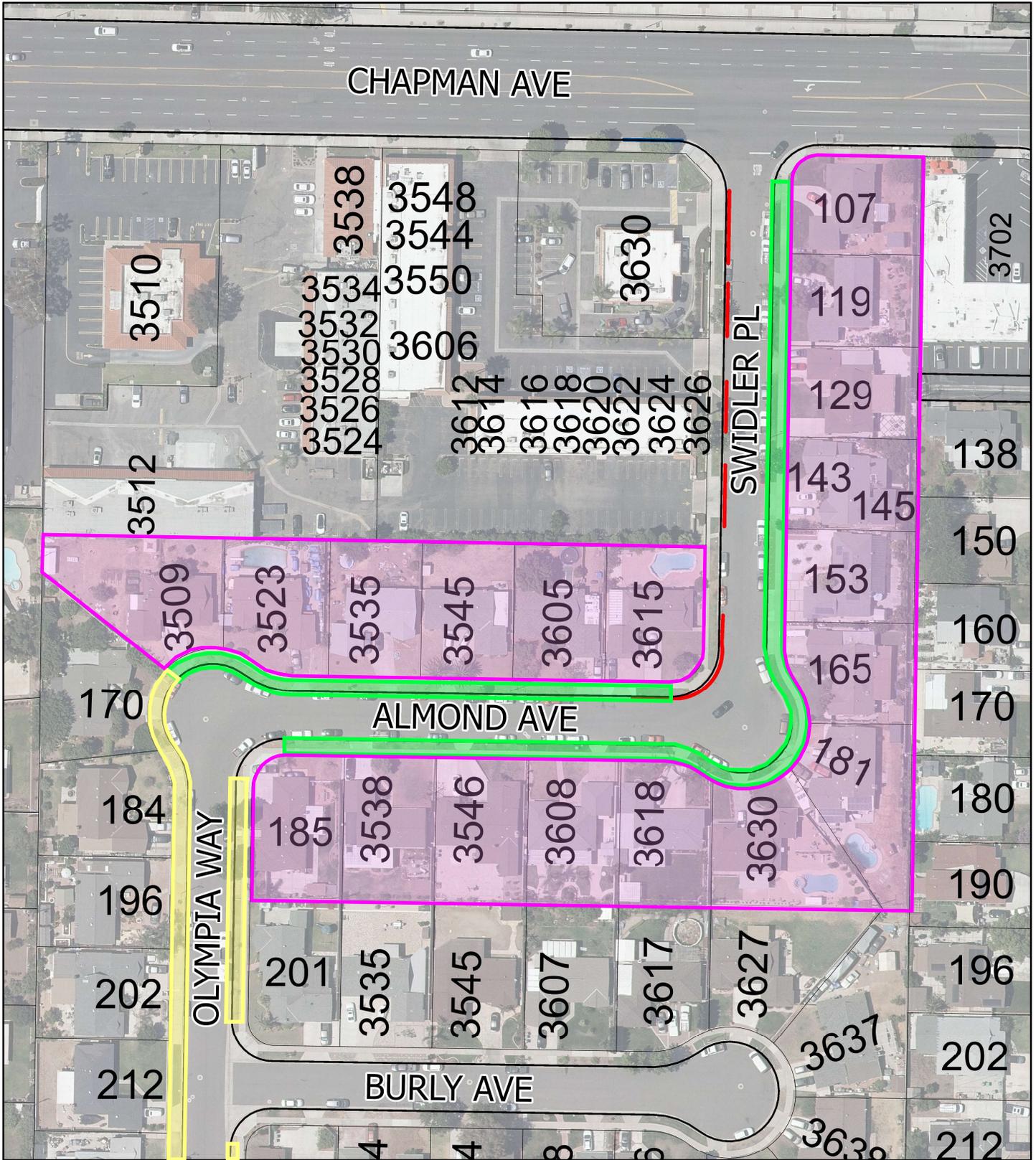
Item 4.3 Permit Parking on Swidler Place & Almond Avenue



Legend:

- Study Area
- Existing Permit Parking Area I (1999)





Item 4.3 Permit Parking on Swidler Place & Almond Avenue



Legend:

- Proposed Permit Parking Area AD
- Existing Permit Parking Area I (1999)
- Petition Area
- Existing Red Curb



CITY OF ORANGE

SITE SKETCH & PETITION AREA MAP



City of Orange

Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

June 4, 2025

Dear Resident/ Property Owner:

This letter is intended to provide an update to the notification letter dated May 29, 2025, related to a potential Neighborhood Parking Permit Program on Swidler Place. Another street in the area has subsequently satisfied the necessary requirements to be considered for permit parking. Therefore, the City Traffic Commission (CTC) will be hearing a request to add a **Neighborhood Parking Permit Program** on the following two street(s):

- East Side of Swidler Place between Chapman Avenue and Almond Avenue
- Both Sides of Almond Avenue between Swidler Place and Olympia Way

The matter will be considered at the **June 11, 2025**, meeting of the CTC scheduled at **5:30 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 feel free to contact Maria Flores at (714) 744-5537 or mpflores@cityoforange.org if you have any questions.

Sincerely,



Larry Tay, P.E., PTOE
City Traffic Engineer



City of Orange

Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

May 29, 2025

Dear Resident/ Property Owner:

This is to inform you that the City Traffic Commission will be hearing a request to add a **Neighborhood Parking Permit Program** on the following street(s):

- **East Side of Swidler Place between Chapman Avenue and Almond Avenue**

The matter will be considered at the **June 11, 2025**, meeting of the City Traffic Commission. The meeting is scheduled at **5:30 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 feel free to contact Maria Flores at (714) 744-5537 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
City Traffic Engineer

MINUTES - FINAL

City of Orange

City Traffic Commission

June 11, 2025

The Traffic Commission of the City of Orange, California convened on Wednesday, June 11, 2025, 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 Feliz called the meeting to order at 5:30 p.m.

1.1 PLEDGE OF ALLEGIANCE

Chair Feliz led the flag salute.

1.2 ROLL CALL

Present: Ricci, Barbeito, Hamilton, Redding, and Feliz

Absent: Jurjis, and Chavarria

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

3.1. Approval of minutes of the City of Orange Traffic Commission Regular Meeting held on April 09, 2025.

A motion was made by Vice Chair Ricci, seconded by Commissioner Barbeito, to approve minutes as presented. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz

Noes: None

Absent: Jurjis, and Chavarria

4. NEW BUSINESS

4.1. Installation of blue curb at 1025 E. Chalynn Avenue.

A motion was made by Chair Feliz, seconded by Vice Chair Ricci, to approve the installation of approximately 22 feet of blue curb along the frontage of 1025 E. Chalynn Avenue. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz

Noes: None

Absent: Jurjis, and Chavarria

4.2. Request for permit parking on both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus.

Public Speakers

Maria Chavez spoke in support; however expressed concerns with potential parking impacts on Philo Avenue.

A motion was made by Commissioner Hamilton, seconded by Vice Chair Ricci, to: 1) Approve the implementation of permit parking on E. Via Lardo Avenue from S. Hewes Street to easterly terminus. 2) Forward to the City Council for final action. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz

Noes: None

Absent: Jurjis, and Chavarria

4.3. Request for permit parking on the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue, and both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way.

Public Speakers

Kelley Bingel spoke in support; however expressed concerns with parking impacts and including Burley Avenue into the permit parking program.

A motion was made by Vice Chair Ricci, seconded by Commissioner Hamilton, to: 1) Approve the implementation of permit parking along the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue. 2) Approve the implementation of permit parking on both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way. 3) Forward to the City Council for final action. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz

Noes: None

Absent: Jurjis, and Chavarria

4.4. Time limits and curb restrictions related to paid parking in Old Towne

Vice Chair Ricci recused himself from item 4.4 due to a potential conflict of interest with nearby properties and left the meeting at 5:46 p.m.

Public Speakers

The following raised concerns regarding developing potential parking exemptions for certain residents, employees, and visitors of the affected area: Jennifer Martinez, Gabriela Garcia, Bill Bland, and Julie Turner.

A motion was made by Commissioner Hamilton, seconded by Chair Feliz to, adopt Resolution No. TC 02-2025. A Resolution of the Traffic Commission of the City of Orange for the establishment of parking time limits, loading zones and curb restriction on public streets and City owned lots identified in Chapter 10.40.030 of the orange Municipal Code. The motion carried by the following vote:

Ayes: Barbeito, Hamilton, Redding, and Feliz

Noes: None

Absent: Jurjis, and Chavarria

Recuse: Ricci

5. ADJOURNMENT

There being no further business, the meeting adjourned at 6:01 p.m.

The next Regular City Traffic Commission Meeting will be held on Wednesday, August 13, 2025, at 5:30 p.m., in the Council Chamber.



LARRY TAY
CITY TRAFFIC ENGINEER



City of Orange

Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

August 14, 2025

Dear Resident/ Property Owner:

This is to inform you that the City Council will be hearing a request to add a **Neighborhood Parking Permit Program** on the following street(s):

- East Side of Swidler Place between Chapman Avenue and Almond Avenue
- Both Sides of Almond Avenue between Swidler Place and Olympia Way

The matter will be considered at the **August 26, 2025**, 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 feel free to contact Maria Flores at (714) 744-5525 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Fay, P.E., PTOE
City Traffic Engineer

LT/fv



(714) 744-5525



www.cityoforange.org



pwinfo@cityoforange.org



Agenda Item

City Council

Item #: 9.2.

8/26/2025

File #: 25-0472

TO: Honorable Mayor and Members of the City Council

FROM: Jarad Hildenbrand, City Manager

1. SUBJECT

Fiscal Years 2025-2030 Citywide Strategic Plan Quarterly Update.

2. SUMMARY

On November 26, 2024, the Orange City Council adopted the Fiscal Years 2025-2030 Citywide Strategic Plan. To ensure progress and accountability, the adoption included a commitment to provide quarterly updates to the City Council and the public.

3. RECOMMENDED ACTION

Receive and file an update on the Fiscal Years 2025-2030 Citywide Strategic Plan.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

The quarterly updates support every goal detailed in the Fiscal Years 2025-2030 Citywide Strategic Plan.

6. DISCUSSION AND BACKGROUND

The Fiscal Years 2025-2030 Citywide Strategic Plan (Plan) was adopted on November 26, 2024. The Plan's adoption included a commitment to provide quarterly updates to the City Council and public.

Provided below are the more significant developments since the May 27, 2025, City Council meeting with each update included in the attachment under the column entitled, "August 26 Update."

- Belmont Estates HOA is in the process of purchasing FLOCK with The Outlets having already bought and shared FLOCK with the Orange Police Department (Objective 1.2).
- The HEART Team and Homeless Outreach Specialist sheltered 39 people experiencing homelessness since May 27, 2025 (Objective 1.6).
- Staff expect to complete the process of updating the City's local hazard mitigation plan by December 2025 (Objective 1.11).
- Expanded the City's permitting software to the Fire Department, Public Works Department, and Community Services Department (Objective 2.1).
- Formally launched the vision for the Orange Yards development (Objective 2.4).
- Launched *The Juice* and *Our Orange Conversation* (Objective 3.1).

- Staff is working with the Old Towne Preservation Association and Orange Legacy Alliance to develop an ordinance that would create a Heritage Commission (Objective 6.1).

7. ATTACHMENT

- Fiscal Years 2025-2030 Citywide Strategic Plan - August 26, 2025, Update.



Agenda Item

City Council

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- Fiscal Years 2025-2030 Citywide Strategic Plan - August 26, 2025, Update.



Fiscal Years 2025-2030
Citywide Strategic Plan - August 26, 2025 Update

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- 11 **Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability**
- 15 **Goal 3: Enhance Public Communication Strategy and Quality of Life**
- 18 **Goal 4: Improve Employee Retention and Recruitment**
- 20 **Goal 5: Improve Infrastructure, Mobility, and Technology**
- 25 **Goal 6: Ensure the Preservation of Historic Resources**

Strategic Plan Update Executive Summary

Strategic plans are often the culmination of different, and at times, competing factors. On the one hand, effective strategic plans should identify clear goals and objectives that an agency intends to accomplish over a defined period. On the other hand, strategic plans should be flexible, avoiding a sole focus on the City's immediate needs. This suggests that effective strategic plans are holistically constructed, reflecting a considered understanding of short and long-term needs, as well as the changing conditions that often drive the City's focus and circumstances.

With Kelly Associates Management Group's assistance, the City developed and adopted the Fiscal Years 2025-2030 Citywide Strategic Plan (Plan) on November 26, 2024. The Plan is intended to be a "living document," adaptable and open to change as conditions call for its amendment. Annual Plan updates are envisioned to occur each January, and the Plan's adoption included a commitment to provide quarterly updates to the City Council and public thereby fostering progress and accountability.

The quarterly Plan updates include the Goal Action Plan with an additional column on the right hand side. This new column is entitled with the day that the respective updates are brought forward for City Council review. Although the Goal Action Plan is not an exhaustive objective list, it represents significant projects that will help the City take steps to achieve the six overarching community goals. Going forward, staff will continue to modify and update this column so the City may show which objectives have been completed, where progress has been made, and where the City is experiencing delays.

Mission

The City of Orange is committed to excellent service for our residents, businesses and visitors.

Vision

As an organization, the City of Orange is a leader in delivering the highest level of service to meet the current and future needs of our community.

Values

Teamwork

Working together to achieve common goals.

Excellence

Demanding the best from ourselves and others.

Accountability

We are accountable to the residents and taxpayers of the City of Orange and are committed to holding ourselves, and each other, to the highest moral and ethical standards of conduct and performance excellence.

The City's mission, vision, and values set the foundation of the Goal Action Plan.

Goal Action Plan

Mission

Vision

Values

Fiscal Years 2025-2030 Citywide Strategic Plan Update: Goal Action Plan

The Goal Action Plan (GAP) is intended to guide the City Council and staff so the City of Orange may achieve the six goals identified in the Fiscal Years 2025-2030 Citywide Strategic Plan. As a part of the quarterly updates, the GAP identifies objectives, implementation strategies, timeframes, proposed funding sources, as well as an update column so the City Council and public may know what recent actions have been taken to accomplish each objective.

The objectives detailed in the GAP include the following information to ensure the City achieves each goal in an orderly fashion.

Table Definitions:

- 1 **Goals** - Overarching priorities the City Council identified and were further developed during the Special City Council meetings.
- 2 **Objective Number** - Number to identify a particular objective with the first number aligning with the Goal number (e.g., Goal 2 would start with 2.1). Objective numbers with an asterisk* denote those objectives the department(s) have deemed as a “Need” vs. a “Want”.
- 3 **Lead Departments** - The primary department(s) responsible for completing the objective.
- 4 **Objective** - Brief description of what the respective department(s) would like to achieve.
- 5 **Completion Timeframe** - Short-term (1 Year), Mid-Term (1-3 Years), Long-term (3-5 Years).
- 6 **Description and Status** - Additional information on what the objective entails and what the respective department(s) has done, or proposes to do, to complete the objective.
- 7 **Funding Source** - Identify which funds or other financing strategies the respective department(s) propose to complete the objective.
- 8 **August 26 Update** - A brief description of any significant updates since May 27, 2025.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*1.1	Police	Implementation of contractual parking enforcement services to manage parking violations and increase revenue	Short-term	<ul style="list-style-type: none"> City Council approved third-party vendor contract on May 28, 2024. Program and revenue updates will be provided during the quarterly Strategic Plan Updates. 	General Fund	<ul style="list-style-type: none"> Between May 27 - August 15, SP+ has issued 8,766 citations.
*1.2	Police	Increase technology to reduce crime	Short-term	<ul style="list-style-type: none"> Utilize new Flock Safety contract to establish License Plate Reader (LPR) and live streaming PTZ camera technology to assist in reducing crime. Acquire and utilize new technology to advance crime fighting abilities and move toward building and staffing a Real Time Crime Center (RTCC). Seek additional funding through federal earmark requests or grants for additional equipment and systems. 	Initial cost City Infrastructure Bond / Ongoing cost through Asset Seizure Funds and Federal Earmark and/or grant requests	<ul style="list-style-type: none"> Belmont Estates HOA is in the process of purchasing FLOCK and will be sharing with the PD. The Outlets bought FLOCK and is sharing with the PD.
*1.3	Police	Replace mobile data computers in patrol fleet to maintain contemporary technology	Short-term	<ul style="list-style-type: none"> Continue to assess longevity of computers and update system compatibility. Updates on the number of mobile data computers replaced will be provided in Strategic Plan quarterly updates. 	Asset Seizure Funds	<ul style="list-style-type: none"> Forty (40) Panasonic Toughbook's and Mavic docking stations were purchased and imaged for use. During the last week of July, installations took place and now 37 patrol vehicles and patrol sergeant vehicles are equipped with the new computers. The remaining 3 computers and docking stations will be maintained as spares and used as needed.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*1.4	Police	Engage public and private organizations to participate in Flock Safety security program	Short-term	<ul style="list-style-type: none"> Promote Flock Safety security program via social media and community outreach to encourage participation of public and private organizations to provide video/photo evidence to solve crimes. Progress updates will be provided quarterly in Strategic Plan Updates. 	Private funding	<ul style="list-style-type: none"> Crime Prevention Specialists have engaged with the community and HOA's to participate in the Flock Safety program during 10 meetings. Through these meetings, Belmont HOA was the first to move forward on purchasing Flock.
*1.5	Fire/ Emergency Management	Develop plans, policies, and procedures consistent with national standards	Short-term	<ul style="list-style-type: none"> Evaluate emergency management planning software to ensure consistency with state and federal guidelines and regulations. Annually update Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and Continuity of Government (COG) Plan. 	Grants	<ul style="list-style-type: none"> Contracted with Preparis software to complete COOP's and COG over the next three years.
1.6	Police/ Community Services	Assist those Experiencing Homelessness	Short-term	<ul style="list-style-type: none"> Continuous management and resource engagement with the local homeless population. Address criminal law violations and quality of life issues impacting the community. Seek to reduce number of individuals experiencing homelessness as demonstrated by lowering related calls for service and utilizing available shelters or housing for those who seek assistance. Executed license agreement with HUB Resource Center (HRC) and will assist HRC to sustain operations beyond 2026. 	General Fund / Grant Opportunities	<ul style="list-style-type: none"> Between May 27th and August 12th, the HEART Team and Homeless Outreach Specialist sheltered 39 people experiencing homelessness in the City of Orange.
1.7	Fire/ Emergency Management	Enhance Emergency Preparedness Education & Awareness	Short-term	<ul style="list-style-type: none"> Develop and implement ongoing public awareness campaigns to educate residents about emergency preparedness. Regularly assess the effectiveness of programs through surveys and community feedback. 	General Fund	<ul style="list-style-type: none"> Ongoing - CERT is offered twice a year. Community workshops are being offered. Ready Orange social media campaign is active.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
1.8	Fire/Emergency Management	Improve Emergency Response Infrastructure	Short-term	<ul style="list-style-type: none"> Annually test emergency notifications for residents and businesses (i.e. AlertOC). Test the Operational Area Radio to the County monthly. Regularly assess infrastructure improvements and address any gaps. Provide Strategic Plan quarterly updates to the City Council. 	General Fund/ Grants	<ul style="list-style-type: none"> Annual testing is done. Operational Area Radio is tested monthly by COAR. Assessing infrastructure informally. Looking at EOC alternatives that are neutral to staff.
*1.9	Police	Police facility improvements to the Field and Support Services Division to improve workflow	Mid-term	<ul style="list-style-type: none"> Contract projects to include furniture replacement, upgraded lighting, paint, carpeting, and shower facilities. 	Bonds, COPS Fund, and Police Facility Fund	<ul style="list-style-type: none"> The shower project started at the end of April and concluded the last week of July into the first week of August. The pipe leaks have been fixed and the new showers provide privacy and comfort.
*1.10	Fire/ Emergency Management	Strengthen Interagency Coordination and response.	Mid-term	<ul style="list-style-type: none"> Completed facility shelter assessment at El Modena High School as a large capacity shelter. Updated MOU to be executed. Establish Grijalva Sports Center as the designated city-owned facility for care and shelter. Update MOU/MOAs with Point of Distribution/ Dispensing (POD) sites. Evaluate interagency coordination bi-annually through joint exercises and drills. 	General Fund	<ul style="list-style-type: none"> Completed - staff has encouraged OUSD to sign facility use agreements and has drafted an MOU that covers sheltering as well as POD sites.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*1.11	Police	Expand the employee wellness program	Long-term	<ul style="list-style-type: none"> Continue to utilize our existing wellness grant to fund testing, critical incident debriefs, overall officer health, and psychological services. Identify other grant opportunities to enhance employee wellness opportunities. 	General Fund / Grants	<ul style="list-style-type: none"> During August, Orange Police Officers are attending a four hour block of wellness training from First Responder Psychological Services.
*1.12	Fire/ Emergency Management	Update the Local Hazard Mitigation Plan (LHMP) to enhance emergency management planning capabilities	Long-term	<ul style="list-style-type: none"> Received Hazard Mitigation Grant Program (HMGP) grant totaling \$159,990. The Local Hazard Mitigation Plan will be updated by no later than April 2027. Apply to the HMGP following the completion of the LHMP update to secure more funding for projects. 	Grants	<ul style="list-style-type: none"> Expected completion is December 2025. Final draft will go out to external stakeholders.



GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*2.1	Community Development	Implement permitting software and online platform to improve the customer experience	Short-term	<ul style="list-style-type: none"> • Employ beta testing, utilizing software in a live environment to uncover deficiencies before general software release. • Anticipated to go live with software in FY25. 	Building Records and Planning Documents	<ul style="list-style-type: none"> • The permitting software and online platform went live on Tuesday, February 18th, but has since been expanded to include the Fire Department, Public Works, and Community Services.
*2.2	Community Development/ City Attorney	Improve Design Review Process.	Short-term	<ul style="list-style-type: none"> • Draft guidelines of projects requiring DRC approval, staff approval, or are exempt from Design Review. 	General Fund	<ul style="list-style-type: none"> • Per City Council direction, staff will be developing an ordinance to reduce the Design Review Committee's purview. • It is anticipated this will be brought to the Planning Commission on September 15th and to the City Council on October 28th.
*2.3	Economic Development	Implement and develop a Shop Local Program	Short-term	<ul style="list-style-type: none"> • Worked with the Orange Chamber of Commerce to launch the Shop Local Program, Experience Orange. • Strategic Plan Quarterly updates will be provided to the City Council. 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.
*2.4	Economic Development	Diversify tax revenue	Short-term	<ul style="list-style-type: none"> • Staff is having initial discussions with hotels and soliciting proposals from consultants to form a Tourism Improvement district, promoting Orange as a visitor destination. • Capitalize on adjacent projects (e.g., OC Vibe) to attract complementary developments that would generate additional sales tax or transient occupancy tax revenues. • Working with consultants to attract high quality retailers and to develop a design concept in the West Katella Area so it may serve as a gateway to Orange. 	Redevelopment Bond Funds	<ul style="list-style-type: none"> • Formally launched the vision for development in Orange Yards (West Katella gateway area) at the August 12, 2025 City Council meeting.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*2.5	Economic Development/ Public Works	Form an Enhanced Infrastructure Financing District (EIFD)	Short-term	<ul style="list-style-type: none"> Staff is working to begin the formation process which will take approximately 12 months. Revenue will fund infrastructure improvements that support economic development in strategic areas of the City. 	Redevelopment Bond Funds	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*2.6	Finance	Reduce subsidy from general tax revenues	Short-term	<ul style="list-style-type: none"> Conduct an updated fee study and evaluate the current indirect cost allocation. Identify subsidies that could be recovered. Complete by FY25 and provide information to City Council in quarterly Strategic Plan updates. 	General Fund	<ul style="list-style-type: none"> Staff are working with Matrix to finalize the report to be presented to City Council in September for review and directions.
*2.7	Library Services	Develop and strengthen collaborative partnerships to provide and enhance high quality programs, resources, and spaces for the public.	Short-term	<ul style="list-style-type: none"> Presented the 2024 OPL Comic Convention in September 2024. Plan, coordinate, and present 2025 Summer Reading Club by June 2025. Plan, coordinate, and present FY25 Adult Literacy Program by June 2025. 	General Fund / Seeking Financial Support from Community Partners and Grants.	<ul style="list-style-type: none"> Completed 2024 OPL Comic Convention. Completed 2025 Summer Reading Club. Completed FY25 Adult Literacy Program.
2.8	Finance/ City Attorney	Assess Procurement Policies	Short-term	<ul style="list-style-type: none"> Review existing Citywide procurement policies and related municipal codes. Gather neighboring agency procurement policies to identify trends and other practices while also considering best practices prescribed by the Government Finance Officers Association. Adopt new procurement polices and municipal codes in FY25. 	General Fund	<ul style="list-style-type: none"> Due to limited resources and competing deadlines, staff has not started this objective. Ongoing - no significant update since May 27, 2025.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*2.9	Finance	Create a fiscal sustainability plan	Mid-term	<ul style="list-style-type: none"> • Develop and implement a fiscal policy that promotes fiscal responsibility, sustainability, and best practices. • Create a framework and guidelines to assist staff during budget development and ongoing fiscal monitoring. 	General Fund	<ul style="list-style-type: none"> • City Council adopted the financial management policies at the August 12, 2025 City Council meeting.
*2.10	Finance	Achieve and maintain 90% funding status for pension and OPEB	Mid-term	<ul style="list-style-type: none"> • Monitor and update the Pension Guidelines regularly. • Identify a mechanism to begin funding for OPEB. • Identify opportunities to pay down new unfunded liability. • Quarterly Strategic Plan updates will be provided. 	Various Funds	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.
*2.11	Finance	Upgrade the current financial system	Mid-term	<ul style="list-style-type: none"> • Begin implementation of a new financial system to improve efficiency, transparency, and accountability. • Rebuild the chart of accounts and business processes. • Enhance internal control and reduce human errors. • Review opportunities to consolidate financial systems. 	Various Funds	<ul style="list-style-type: none"> • Phase 1 of the ERP, financial system, went live on July 7th. • Phase 2, Payroll and Human Resources, is underway and is anticipated to go live in October of 2026. • Phase 3, Utility Billing, is scheduled to kickoff in September and go live in July of 2026.
2.12	Community Development/ City Attorney	Update Zoning Ordinance for process clarity and improve efficiency for new businesses.	Mid-term	<ul style="list-style-type: none"> • Compile list of ordinances that need to be reviewed and updated. • Begin introducing new ordinances after FY25. 	General Fund	<ul style="list-style-type: none"> • Alcohol Exemption Permit scheduled for City Council consideration. • Intended to create an administrative process for restaurants wanting to sell alcohol instead of requiring a Conditional Use Permit.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
2.13	Community Development	Expand upon permitting software.	Mid-term	<ul style="list-style-type: none"> • Add sign-in portal and monitors on walls after permitting software has been implemented. • Explore the potential and costs for a greeter. 	General Fund / IT Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.
2.14	City Manager/ Finance	Conduct citywide organizational audit	Mid-Term	<ul style="list-style-type: none"> • Budget in FY26 funds to hire a third-party auditor to review City operations to ensure the City is applying industry standard best practices in all departments. 	General Fund	<ul style="list-style-type: none"> • Staff scored the proposals, and is determining if the City should move forward with this project at this time.
2.15	Community Services	Park naming/ sponsorship program	Long-Term	<ul style="list-style-type: none"> • Evaluate potential of offering a park naming/sponsorship program as a source of revenue for future park projects. 	Funding not identified	<ul style="list-style-type: none"> • Completed - Policies for 'Park Naming' and 'Park Asset Naming and Donations for New City Parks' were approved by Council in May 2025.

GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*3.1	City Manager	Develop additional methods of communication and increase subscribers to City's communication forums	Short-term	<ul style="list-style-type: none"> Continuously and actively promote online subscription opportunities currently available to Orange residents and increase the number of subscribers. Incorporate other vehicles of messaging, including newsletters, pamphlets, Reddit, etc. Increase the City's presence on social media including the number of videos, interactive posts, etc. on social media. 	General Fund and collaboration with community partners.	<ul style="list-style-type: none"> Economic Development launched <i>The Juice</i> to engage with new and existing businesses in the City. Launched <i>Our Orange Conversation</i> to hear more about resident budget priorities. Implemented a marketing plan regarding Safe and Sane fireworks. Ongoing social media updates to keep public informed about new pickleball courts at Hart Park. Launched paid parking website; social media updates as implementation rolls forward.
*3.2	City Manager	Create unified messaging across departments	Short-term	<ul style="list-style-type: none"> Meet regularly with other departments to collaborate on unified messaging. Create citywide communications schedule to promote collaborative and uniform messaging in FY25. 	General Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*3.3	City Manager/ Police Department/ Fire Department/ Emergency Management	Update Crisis Communication Plan and Create Citywide Communication Plan	Short-term	<ul style="list-style-type: none"> Review best practices and contemporary plans utilized by other agencies. Update and/or develop the City's crisis communication plan and Citywide communication plan by end of FY25. 	General Fund	<ul style="list-style-type: none"> Edits have been made to document to ensure contact information is up to date.

GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
3.4	Library Services	Procure, protect, and celebrate Orange's history and archives.	Short-term	<ul style="list-style-type: none"> • Create a Disaster Preparedness Plan for the Library's History Center to protect and preserve archives by May 2025. • Add the Library's digital staff photograph collection into the Local History online collection for public access by December 2025. 	General Fund / Seeking financial support from community partners and grants.	<ul style="list-style-type: none"> • Initial draft completed of concurrent Pocket Response Plan. • Created supplies list for spill kit. • In-depth batch loading training for staff has been scheduled.
*3.5	Community Services	Complete new park on the West Side	Mid-Term	<ul style="list-style-type: none"> • Complete conceptual design in 2024. • Construction budgeted in FY25. • Coordinate with Orange County Flood Control to align park project with County levee project in 2025. 	Redevelopment Agency Funds/Park Acquisition/ Federal Earmark	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.
*3.6	Community Services	Complete pickleball courts and fitness equipment project at Hart Park	Mid-term	<ul style="list-style-type: none"> • Finalize requirements with HUD to receive funding. • Award bid for construction by end of 2025. 	Park Acquisition Fund and Federal Earmark	<ul style="list-style-type: none"> • Construction began in August 2025.
3.7	Community Services	Continue to offer high quality and efficient, city led recreation programs	Mid-term	<ul style="list-style-type: none"> • Evaluate current costs associated with summer, sports and drop-in programs, and facility and park rentals. • In progress as part of FY25 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.

GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
3.8	Community Services	Complete new Skate Park at Grijalva Park.	Mid-Term	<ul style="list-style-type: none"> Finalize design plans. Construction expected to begin in 2025. 	Capital Project Funds	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
3.9	City Manager	City website refresh	Mid-term	<ul style="list-style-type: none"> Work with existing vendor or identify new website provider to refresh and improve the City's website. 	General Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
3.10	City Manager/ Community Development	Annex County Islands	Long-Term	<ul style="list-style-type: none"> Work with Orange County LAFCO and County of Orange to determine City costs (and any County contributions) of annexing the City's County islands. Detail costs and submit to City Council for discussion and direction. 	General Fund	<ul style="list-style-type: none"> County provided staff the estimated annual revenue the City would receive if the City annexed all County islands. Initial estimates appear to show the cost to service the County islands will exceed the estimated revenue.
3.11	City Manager/ Community Services	Former Villa Park Landfill Improvements	Long-Term	<ul style="list-style-type: none"> Work with the County of Orange to identify feasible improvements to the former Villa Park Landfill with potential park uses as first priority. 	General Fund	<ul style="list-style-type: none"> Orange County Waste & Recycling (OCWR) has indicated they are willing to install a perimeter fence around the area for aesthetics. Staff will evaluate if this is suitable given the surrounding area.
3.12	Community Services/ Community Development/ City Manager	Evaluate potential of acquiring part of Santa Ana golf course (located in Orange) for future park site	Long-Term	<ul style="list-style-type: none"> Schedule meetings with neighboring agencies to begin discussions on potential acquisition. 	Funding not identified	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.

GOAL 4: Improve Employee Retention and Recruitment

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*4.1	Human Resources	Develop and implement a comprehensive plan to market the City of Orange as an employer of choice	Short-term	<ul style="list-style-type: none"> • Draft a comprehensive marketing plan by working with the City's communications team. • Provide quarterly strategic plan updates to the City Council. 	Various Funds	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025.
*4.2	Human Resources	Create an inclusive work environment and build a diverse workforce	Short-term	<ul style="list-style-type: none"> • Conduct community/educational outreach within all districts of City in FY25. • Place advertisements within local newspapers and utilize Channel 3 as additional outreach. • Recognize and celebrate employee performance. 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025
4.3	Human Resources	Reduce the City's time-to-hire employees	Short-term	<ul style="list-style-type: none"> • Condensed two background meetings to one. • Offer onsite Livescan at hiring events. • Review and update the City's hiring process to match best practices and industry standards by end of FY25. 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025
4.4	Human Resources	Develop Citywide Internship Program	Short-term	<ul style="list-style-type: none"> • Work with faculty at Chapman University and other local Public Administration Graduate Programs to update the existing internship program. • Work with participating universities to draw students to the City of Orange to build professional experience, and potentially future employment. 	Various Funds	<ul style="list-style-type: none"> • Staff met with representatives of Santiago Canyon College on May 20, 2025, to begin the planning phase of a Fall 2025 Intern Opportunity. • 25 candidates applied for various internship opportunities. • Interviews were conducted the week of August 11th. • All selected candidates are anticipated to start by the week of September 2.

GOAL 4: Improve Employee Retention and Recruitment

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
4.5	Human Resources/ City Manager	Implement Succession Planning Strategies	Short-term	<ul style="list-style-type: none"> • Revive the Orange Leadership Academy to develop current management employees so they may step into key City leadership roles in the future. • Create methodologies to recognize and develop existing talent so they are prepared to serve in City leadership positions. 	Various Funds	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025
*4.6	Human Resources	Support change management processes, embrace technology improvements, and digitalization.	Mid-term	<ul style="list-style-type: none"> • Convert to a completely electronic Personnel Action Form (PAF) system. • Update employee evaluation process. • Transition Open Enrollment to new software program. • Track required employee training through new software. • Anticipated to be incorporated by FY26. 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025
*4.7	Human Resources	Conduct a full classification and compensation study	Long-term	<ul style="list-style-type: none"> • Request competitive proposals for a consultant to conduct a full classification and compensation study. • The intent of the study is to ensure pay equity and market alignment; reestablish minimum qualifications and job descriptions; consolidate the number of job titles; improve recruitment and retention; and identify career progression and professional development. 	General Fund	<ul style="list-style-type: none"> • Ongoing - no significant update since May 27, 2025

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*5.1	Public Works	Update Facility Condition Assessment	Short-term	<ul style="list-style-type: none"> Complete the Assessment to identify facility maintenance needs by end of FY25. Study would provide analytics on expected useful life, facility replacement, and costs. 	Various Funds	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*5.2	Public Works/ Economic Development	Complete Old Towne-West Orange Shuttle Feasibility Study	Short-term	<ul style="list-style-type: none"> Final report completed in Fall 2024. Identifies routes for local transit service connecting Old Towne to/from activity centers. Will request implementation funding through OCTA. 	M2 Funding	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*5.3	Public Works/ Economic Development	Deploy a micro transit service in and around Old Towne	Short-term	<ul style="list-style-type: none"> City Council approved an MOU with ATN to provide \$100,000 in funding to launch service. Identify options to fund 18-month trial. 	Redevelopment Bond Funds/Grants	<ul style="list-style-type: none"> Staff is evaluating the MOU with ATN. No significant update since May 27, 2025.
*5.4	Public Works/ Economic Development	Develop and implement Old Towne parking management program	Short-term	<ul style="list-style-type: none"> Staff is finalizing an Old Towne parking management program which will include evaluating scenarios for paid parking. Revenue from future program will support additional parking and other improvements including way finding signage to support businesses and economic development. 	Parking Fees	<ul style="list-style-type: none"> A parking management contract was awarded at the June 24, 2025 City Council meeting. Staff is working with the contractor to implement paid parking program. Tentative start in late Fall 2025.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*5.5	Public Works	Implement full master plan for renovation and reorganization of City Corp Yard	Short-term	<ul style="list-style-type: none"> Multiple construction phases are expected over the next few years. The first phase of construction began in Fall 2024. 	Bond/General Fund/Sanitation/ Gas Tax	<ul style="list-style-type: none"> The first phase of this project is complete. Phase two will begin in FY26.
*5.6	Public Works	Develop an Active Transportation Plan	Short-term	<ul style="list-style-type: none"> Plan development to begin in FY25 and will provide a roadmap for improving bicycle and pedestrian safety/mobility, including identifying candidate corridors to be converted into “complete streets.” 	Federal Funding/ TSIP / Grants	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*5.7	Public Works	Update Storm Drain Master Plan	Mid-term	<ul style="list-style-type: none"> Identify third party consultant to develop master plan. Master plan will provide information on needed improvements to address flooding issues and/or existing deficiencies. 	FEMA/Sanitation Fund/General Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*5.8	Public Works/ Community Development	Update Sewer Master Plan to coordinate with next General Plan update	Mid-Term	<ul style="list-style-type: none"> A third-party consultant will be hired in FY26 or FY27 (dependent on General Plan update) to identify sewer system deficiencies while also providing analytics on expected useful life, sewer replacement, and costs. 	Sanitation Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*5.9	Community Services	Identify costs and funding associated with maintaining new amenities	Mid-term	<ul style="list-style-type: none"> Identify costs and funding sources to maintain new skate park, pickleball courts, new park in West Orange, Antepassado Park, and restroom building at El Modena Library/Basin. 	Funding not yet identified	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
*5.10	Community Services	Update Parks and Recreation Master Plan	Mid-term	<ul style="list-style-type: none"> Funding request to be included in proposed FY26 CIP. Master Plan completed by 2027. 	Park Acquisition Fund	<ul style="list-style-type: none"> CIP for Masterplan approved with FY26 budget.
*5.11	Community Services	Update Master Plan for Grijalva Park	Mid-Term	<ul style="list-style-type: none"> Included in the FY25 CIP. Set fundraising and operation goals/timelines for outside organizations (Library Foundation, GOCAT, and Senior Center) for proposed new facilities. Complete plan by 2025. 	Park Acquisition Fund	<ul style="list-style-type: none"> Project and funding through EPA Brownfield approved . Staff are actively working with Montrose and Kimley Horne on Grijalva Park Masterplan update to be completed by end of 2025 calendar year. New GOCAT MOU approved by Council in July 2025, establishes fundraising targets and termination deadlines.
*5.12	Information Technology	Develop Citywide Information Technology Strategic Plan	Mid-term	<ul style="list-style-type: none"> Develop comprehensive plan of needed technology services to effectively serve the community over the next decade by end of FY26 and assess current IT structure. 	General Fund	<ul style="list-style-type: none"> Currently on hold. Will be folded into the Citywide Operational and Organizational Assessment (See objective 2.14).

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
5.13	Public Works/ Community Services	Work Assessment Management System	Mid-term	<ul style="list-style-type: none"> Work with consultant to track costs and labor associated with parks maintenance and plan for maintenance needs possibly by FY26. 	Various Funds	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
5.14	Public Works/ Economic Development	Identify opportunities to add landscape medians on arterial streets	Mid-term	<ul style="list-style-type: none"> Evaluate and identify opportunities to beautify and add landscaping throughout the City. Currently is conceptual and still planning course of action. Quarterly updates will be provided to the City Council in Strategic Plan Updates. 	Enhanced Infrastructure Financing District / Gas Tax / M2 Funds	<ul style="list-style-type: none"> Department is looking into potential grant opportunities for this project.
5.15	Public Works	Create Master Plan for EV charging infrastructure at City facilities	Long-term	<ul style="list-style-type: none"> Budget funds to begin developing plan possibly in FY28. The plan would evaluate all City facilities for EV readiness while conducting a gap analysis which could be used to guide future projects. 	General Fund / Grants	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
5.16	Public Works	Develop a Facility Energy Efficiency Master Plan	Long-term	<ul style="list-style-type: none"> The plan would evaluate all City facilities energy usage and ways to save energy / cost. Based on the findings, a course of action to improve efficiency would be developed. Staff will consider options to develop plan. 	General Fund / Grants	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
5.17	Public Works	Connect houses on septic to city sewer system	Long-Term	<ul style="list-style-type: none"> Identify remaining homes currently on septic. Engage property owners and identify funding strategies to possibly lessen homeowner costs to move onto City sewer system. 	General Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
5.18	Public Works	Complete Santiago Creek Trail Extension	Long-term	<ul style="list-style-type: none"> Phase 1 of project currently underway with construction completion anticipated in September 2027. Staff continues to search for outside funding opportunities through OCTA and/or federal community project requests. This final phase would complete the multipurpose trail. 	California Active Transportation Program Funds / Grants / Federal earmark	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.
5.19	Public Works	Retaining wall resiliency	Long-term	<ul style="list-style-type: none"> Catalogue homes with retaining walls vulnerable to natural disasters including earthquakes or significant rain events. Engage property owners and identify funding strategies to possibly share costs in retrofitting and securing susceptible retaining walls. 	General Fund	<ul style="list-style-type: none"> Ongoing - no significant update since May 27, 2025.

GOAL 6: Ensure the Preservation of Historic Resources

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	August 26 Update
*6.1	Community Development/City Attorney	Develop Historic Preservation Ordinance	Mid-Term	<ul style="list-style-type: none"> Develop a historic preservation ordinance that encourages adaptive uses, preserves architecturally and historically significant structures, and fosters civic pride. Complete in FY26. 	General Fund	<ul style="list-style-type: none"> Staff is working with Old Towne Preservation Association and Orange Legacy Alliance to develop an ordinance that would create a Heritage Commission.
*6.2	City Manager/Community Development/City Attorney	Become a Certified Local Government as recognized by the National Historic Preservation Act	Mid-Term	<ul style="list-style-type: none"> Apply to become a Certified Local Government, helping secure funding and providing technical assistance to preserve historical assets. Complete in FY26. 	General Fund	<ul style="list-style-type: none"> To become a Certified Local Government, the City must adopt a historic preservation ordinance. Further progress will be made when the historic preservation ordinance is finalized.
*6.3	Community Development/Fire	Develop comprehensive inventory of historical assets Citywide	Mid-Term	<ul style="list-style-type: none"> Develop parameters on what constitutes a historical structure/asset by FY27. Engage the community to provide input on potential historical assets by FY27. Develop comprehensive list of historical assets for City Council consideration. 	General Fund	<ul style="list-style-type: none"> In developing an ordinance that would create a Heritage Commission, staff will have a better understanding of the City's historical assets.